

TERMS & CONDITIONS OF BUSINESS

The following information is for your retention –
Please ensure you read it carefully before
signing the declaration on the Registration Form

Locum Link (“we”/“us”) will introduce the Locum (“you”) to hospitals (“clients”) on the following conditions and such conditions will apply in respect of each locum assignment. You are under no obligation to accept an assignment.

The contract between you and us (the “Agreement”) consists of the following:

- (a) These Terms and Conditions of Business;
- (b) Our Services Brochure; and
- (c) Any documents expressly incorporated into this contract.

Together these documents embody the entire legal and contractual relationship between the parties relating to the subject matter of this Agreement and, except in the case of any fraudulent misrepresentation made by you in connection with the subject matter of this Agreement and/or save as may be expressly referred to or referenced in this Agreement, terminates, cancels and supersedes all prior representations, agreements or understandings (written or oral) with respect to this Agreement and its subject matter. Any changes or additions to this Agreement must be agreed in writing by each of us.

1. You acknowledge that we will rely on the information and/or materials that you provide to us. As such, you agree that:
 - a) You will provide us with all information and/or materials reasonably required to enable us to provide our services;
 - b) you will promptly notify us of any matters, events or changes that will or may have an impact on our providing our services;
 - c) you will not knowingly withhold any information and/or materials reasonably required to enable us to provide our services; and
 - d) you will take all reasonable care to ensure that all information and/or materials supplied pursuant to this Agreement will be true and accurate in all material respects and no fact or matter not disclosed in that information and/or materials which might reasonably be expected to be disclosed in or with them will render the information and/or materials supplied untrue misleading false or deceptive whether because of omission ambiguity or for any other reason.
2. You must have current registration with the General Medical Council (GMC), which must be valid throughout the period of the locum assignment. You must inform us immediately if there is any change to the status of your registration with the GMC.
3. You must inform us of any case that has resulted in your suspension or dismissal by a Health Authority.
4. Professional references will be required from your nominated referees prior to any assignment arranged by us. We may request other relevant information from referees and we reserve the right to make this information available, in confidence to our clients.
5. If you are not a UK resident you are responsible for obtaining necessary work permits.
6. Nothing in this agreement shall render you an employee, agent or partner of us and you will not hold yourself out as such.
7. While engaged on any assignment, you must:
 - a) co-operate with the client and its employees and other workers and accept the direction, supervision and instruction of any responsible person in the client’s organisation.
 - b) observe any rules and regulations of the client’s workplace to which your attention has been drawn or which you might reasonably be expected to anticipate or find out.
 - c) conform to the normal hours of work for the client’s workplace (unless other arrangements have been made in advance to the contrary with both us and the client).
 - d) take all reasonable steps while working for the client to safeguard your own safety and the safety of any others who may be present or affected by your actions during the assignment and comply with the Health and Safety policy of the client.
 - e) not engage in any conduct detrimental to the interests of the client.
8. During any assignment, you shall be under the direction and control of the client from the time you report at the start of any assignment until its conclusion.

9. You must inform us immediately if, for any reason you will either arrive late at an assignment or will be unable to attend. This may result in the client terminating or cancelling the locum assignment.
10. You are responsible for ensuring that you are adequately covered by professional indemnity insurance cover. You alone will be liable for your acts and omissions (whether or not negligent or otherwise actionable) relating to the relevant locum assignment and accordingly we shall have no liability to the client or anyone else in respect of such acts or omissions. You will indemnify us on a continuing basis against each and every action, proceeding, liability, cost (including internal costs), claim, damage, loss, expense (including reasonable professional fees) or demand, howsoever caused which we incur and which arises directly or indirectly from or as a result of any such act or omission.
11. If for any reason the client changes your working hours (whether by duration or timing) or the nature of your duties, you must inform us immediately.
12. There will no charge to you from us for the introduction to you to the client.
13. Your entire remuneration (and other payments due to you in the course of your work) will be paid by us as agent for and in accordance with the terms of your contract with the client.
14. You accept that the restrictions in this Agreement afford reasonable protection to our legitimate business interests.
 - a) For a period of 6 months' after the later of
 - (i) introduction of a client to you by us;
 - (ii) acceptance by you of a locum assignment with a client;
 - (iii) termination of a locum assignment by a client, you will not directly or indirectly enter into any other working arrangements (whether or not legally binding) with that client other than through us. This restriction shall not, however, affect any application made by you for a post formally advertised on an open competition basis by the client.
 - b) In the event of any breach by you of the provisions of clause 14a we shall be entitled (without prejudice to any other rights and remedies which it may have) will indemnify us against all costs (including internal costs), loss, expense (including reasonable professional fees) which we incur and which arises directly or indirectly from or as a result of any such breach by you.
15. We reserve the right to terminate this Agreement at any time without giving notice or reason. The termination of this Agreement will not affect such of the provisions of this Agreement as are expressed to operate or to have effect after termination and will be without prejudice to any accrued rights or remedies of either party.
16. You will for the purposes of the Data Protection Act 1998 consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to this Agreement by us and/ or any agent or third party nominated by us and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data.
17. You will not disclose or use or cause to be disclosed or used, at any time during or subsequent to this Agreement, any secret or confidential information about us or our clients or any other non-public information relating to our business, financial or other affairs acquired by you except as required by law.
18. Nothing in this agreement is intended to confer on any person any right to enforce any term of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
19. Any notice to be given by a party under this Agreement must be in writing and must be delivered by hand or sent by first class post or equivalent postal service, facsimile transmission or other means of telecommunication in permanent written form (provided that the addressee has his or its own facilities for receiving such transmissions) to the last known postal address or appropriate telecommunication number of the other party. Where notice is given by any of the prescribed means, it is deemed to be received when, in the ordinary course of that means of transmission, it would be received by the addressee. To prove the giving of a notice, it is sufficient to show that it has been despatched. A notice has effect from the sooner of its actual or deemed receipt by the addressee.