



August 2004

**SUPPLYING LOCUM DOCTORS**  
**TERMS AND CONDITIONS OF BUSINESS**

These Terms and Conditions are between the “Employment Business” (Richmond Medical Agency Limited) and the “Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the “Temporary Worker” (Doctor) is supplied. By accepting Temporary Workers assigned by the Employment Business, the Client is deemed to have accepted the Terms and Conditions set out below:

- 1) These Terms constitute the contract between the Employment Business and the Client for the supply of Locum services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of the Temporary Worker.
- 2) No variation or alteration to these Terms shall be valid unless approved by the Employment Business and the Client in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 3) Unless otherwise agreed in writing by the Employment Business, these terms prevail over any terms of business or purchase conditions proffered by the Client.
- 4) All bookings will be confirmed by the Employment Business with the Client, when a suitable Temporary Worker has been assigned to the Locum.
- 5) The Client agrees to pay the hourly charges of the Employment Business as notified before the commencement of the Assignment and confirmed in writing, which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker. The charges are comprised mainly of the Temporary worker’s remuneration and also include the Employment Business’ commission, employer’s national insurance contributions and any travel, accommodation or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable.
- 6) The payment term of Richmond Medical Agency Limited is 21 days from the date of invoice. The Employment Business reserves the right to impose a surcharge on late payments and interest will be charged on a daily basis at the rate of 3% over base rate against the outstanding invoice(s) until cleared funds are received. If the Client has any queries regarding an Invoice, the Employment Business must be notified in writing within 14 days from the date of the invoice. If the Employment Business does not receive such notification within this specified period, the Client will be expected to pay the amount invoiced.
- 7) There are no rebates payable in respect of the charges of the Employment Business<sup>1</sup>.
- 8) When making an Introduction of a Temporary Worker to the Client, the Employment Business shall inform the Client of the identity of the Temporary Worker. Also that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment. This will be done whether the Temporary Worker will be employed by the Employment Business under a contract of service or a contract for services and that the Temporary Worker is willing to work in the Assignment.

---

<sup>1</sup> Note: In line with Regulation 17 (1) (a) (iii) of the Conduct Regulations 2003

- 9) Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client.
- 10) The Employment Business assumes responsibility for its Locum Doctors with regard to the payment of wages and deduction of statutory contributions in respect of Income Tax and National Insurance and WTD, where applicable and agreed. The Employment Business assumes responsibility where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.
- 11) Unless specifically agreed in writing by the Client, Doctors are responsible for their own travelling expenses, telephone bills, meals, accommodation and any other charges, which should be settled prior to leaving the Hospital and the Client is responsible for collecting any such monies. The Employment Business is not responsible for any debts that may be incurred by the Doctors or collection of such monies.
- 12) At the end of each week of an Assignment (or at the end of the Assignment where it is for a Period of one week or less) the Client/Authorised signatories shall sign the timesheet verifying the number of hours worked by the Locum doctor during that week.

The Client shall not be entitled to decline to sign a timesheet on the basis that s/he is dissatisfied with the work performed by the Temporary Worker.

- 13) Signature of the time sheet by the client indicates completion of the services provided by the Temporary Worker of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable. The Client shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Clients obligation to the pay the charges in respect of the hours worked.
- 14) In the case of cancellation by the Client subsequent to acceptance but prior to commencement of Booking, the Employment Business will charge the Client a 50% Cancellation Fee on bookings cancelled with more than 48 hours notice. In the case of cancellations made with less than 48 hours notice (within working hours) of the Locum, the fee will be 100% of the booking charge. All cancellations should be notified within the Normal Working Hours where possible (Normal Working Hours are defined as 8.00 am - 5.30pm, Monday to Friday).
- 15) In the case of cancellation by the Client during the Locum, written notification of the matter concerning the doctors Clinical inability will need to be received within a notice period of 48 hours or a 100% charge will be levied in compensation for the remaining period of the Locum.
- 16) In the case of cancellation by the Client of a booking for a period of 1 month or more, a minimum of 14 days notice is required or a charge of 1 week in lieu of notice will be levied.
- 17) The Employment Business will ensure Doctors are registered with the GMC/GDC and advise whether they are covered by MDU/MPS. The Employment Business will also ensure that each Doctor has an up to date Hepatitis B Report not older than 2 years and documentation of Hepatitis C status stating a satisfactory response, in accordance with the Codes of Practice EL(97)48.

- 18) The Employment Business holds satisfactory references for all Doctors placed in Locum positions. References and other information supplied by the Employment Business to the Client are given in strict confidence and must not be disclosed to any Third Parties.
- 19) In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business during the Assignment or within whichever is the longer of either 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business and the Client.
- 20) The Client must give the Employment Business 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee.
- 21) If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.
- 22) If the parties do not agree a period of extended hire or a Transfer Fee shall be deemed to have been agreed:
  - a) The length of the extended period of hire shall be 4 weeks during which the Client shall pay the current hourly charge agreed or
  - b) The amount of the Transfer fee shall be A Transfer Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed.
- 23) Where there has been an introduction but no supply:

In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between the Employment Business and the Client.
- 24) The Client must give the Employment Business 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.
- 25) If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Introduction Fee shall be due.
- 26) If the parties do not agree a period of extended hire or an Introduction Fee then the following shall be deemed to have been agreed:
  - a) The length of the extended period of hire shall be 4 weeks during which the Client shall pay the current hourly charge agreed or
  - b) The amount of the Transfer fee shall be 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed.
- 27) Inability to supply during the period of hire:

If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to

being supplied by another employment business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

- 28) Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where the Employment Business pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and be payable by the Client in addition to the charges agreed.
- 29) Where there has been Introduction to and Engagement by a Third Party  
In the event that the Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whichever is the longer of either 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between the Employment Business and the Client.
- 30) If the parties do not agree a Transfer Fee then the Client will be liable to pay a Transfer Fee calculated as 25 % of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed.
- 31) No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 32) Where there has been an Introduction but no Supply resulting in an Engagement by a Third Party  
In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges
- 33) No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.
- 34) Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Locum Doctors and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Locum Doctor for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Locum Doctor. The Employment Business accepts no liability for any losses or expenses incurred by the Client in the event of delay or failure to attend on the part of the Employee(s).
- 35) Temporary Workers provided by the Employment Business are deemed to be under the supervision, direction and control of the Client from the time the Temporary Worker reports to take up his/her duties and for the duration of the assignment. The Client agrees to treat these Temporary Workers as though they were on the payroll of the Client and furthermore will comply with all the statutes, by-laws and legal requirements to which the Client is ordinarily subject to in respect of its own staff, excluding payment of wages. In particular, the Client undertakes to provide adequate Employer's and Public Liability cover for the Temporary Worker during all assignments. The Client assumes full responsibility for all acts and omissions of the Temporary Worker, howsoever caused and will be vicariously liable for such acts and omissions. The Employment Business does not give instructions regarding the way in which the Doctors should carry out their duties.

- 36) The Client shall advise the Employment Business of any special Health and Safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 37) The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.
- 38) The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
- 39) If the Client considers a Temporary Worker assigned by the Employment Business to be unsatisfactory, the Employment Business should be advised immediately and subsequently notified in writing within 48 hours of the termination of the assignment. Any notification shall contain sufficient details of the matter(s). In such cases the Temporary Worker may be asked to leave the assignment and the Employment Business will retain the booking supplying a replacement Doctor.
- 40) Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:

Copies of any relevant qualifications or authorisations (i.e. CRB Disclosure) of the Temporary Worker, and Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

- 41) The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -
  - a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
  - b) Within two hours for bookings of seven hours or less;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

- 42) The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment.
- 43) The Employment Business accepts no liability for any losses or expenses incurred by the Client in the event of delay or failure to attend on the part of the Temporary Worker.
- 44) The Client shall indemnify and keep indemnified the Employment Business against any losses, damages, expenses, costs, claims or liabilities incurred by the Employment Business arising out of any act or omission by Doctor(s) supplied through the Employment Business.

These Terms are governed by the law of England & Wales/ Scotland/ Northern Ireland/ and are subject to the exclusive jurisdiction of the Courts England & Wales/Scotland/Northern Ireland

Company Signature ..... Date.....

Clients Signature ..... Date.....