

**GPD HEALTHCARE LIMITED**  
**TERMS OF ENGAGEMENT FOR SELF-EMPLOYED LOCUM GPs**

**Company name:** GPD Healthcare Limited, Radclyffe House, 66-68 Hagley Road, Birmingham, B16 8PF. Regn no 09635756

**Definitions:**

<b>“Assignment”</b>	The period during which you are assigned to provide the services to the Client
<b>“Client”</b>	The customer for whom you are providing medical services on behalf of the Company
<b>“Clinical Director”</b>	The named doctor you should contact if any complaint is made to you or if you need to seek advice on any clinical issue
<b>“Company Contact”</b>	The contact responsible for the specific Client

This document together with such Company assignment letters as may be issued to you from time to time, constitutes your terms and conditions of engagement. You are also referred to the GPD Locum Handbook, a copy of which is available on request, which contains additional relevant information.

## **1 ENGAGEMENT**

- 1.1 You are engaged as a self-employed locum general practitioner and are engaged under a contract for services (the “Engagement”).
- 1.2 It is a material condition of your Engagement that you provide three satisfactory references to the Company on request. The Company shall be entitled to terminate the Engagement with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued prior to the termination) should you fail to do so.

## **2 DURATION**

- 2.1 Your Engagement shall commence immediately subject to the terms of this agreement. Your Engagement shall terminate by either party giving the other 1 week of prior written notice.
- 2.2 Termination of an Assignment does not amount to a termination of the Engagement.

## **3 ASSIGNMENTS**

- 3.1 You will be assigned from time to time to provide locum GP services to our Clients on our behalf in your capacity as a self-employed general practitioner (the “**Services**”). In carrying out that work you agree to work at the premises of the Client for whom you are assigned to deputise and to carry out those duties in a loyal and trustworthy manner and in compliance with any statutory or professional duty incumbent on you.
- 3.2 Details of any Assignment offered to and accepted by you will be confirmed in a Booking Confirmation from the Company. The confirmation will include a description of the

duties required of you in respect of the particular Assignment to which it relates and the anticipated duration of the Assignment, if known. It will also confirm the identity and address of the Client for whom you will be deputising, the anticipated start date, the anticipated hours, the remuneration and the expenses paid to or by you. Unless otherwise stated, you will be expected to comply with the relevant GMC Principles in force at the time.

- 3.3 Any difficulties or problems you may have in relation to an Assignment must immediately be reported to your Company Contact.

#### **4 PROVISION OF SERVICES**

- 4.1 There is no obligation on the Company to require you to provide any Services nor is there any obligation on you to accept a request for you to provide any Services. The Company may at any time and from time to time require that you cease immediately to provide any or all of the Services during the period of the Assignment in which case the Company may require you not to attend at any Client, Company or Group premises during the Engagement. You may accept and perform engagements from other persons but only insofar as such engagements do not (in the opinion of the Company) impinge upon your ability to provide the Services during any period of Assignment without the prior written consent of the Company.

#### **5 PAYMENTS**

- 5.1 Whilst on Assignment, you will be entitled to be paid for the hours that you work. Your rate of pay will be notified to you in the Booking Confirmation. Rates of pay may differ from one Assignment to another and you will be notified in advance of the specific rate applicable for each particular Assignment.
- 5.2 Whilst on Assignment you are required to record your hours of work on a weekly basis (or at the end of the Assignment if it is for less than one week) which will not include time spent travelling to and from the Client's premises, rest breaks or other times when you are on the Client's premises but not providing services.
- 5.3 You shall bear your own expenses incurred in the course of the Engagement and the provision of any Services. The Company will have no liability in respect of any expenses or losses incurred by you in the event of any cancellation or re-arrangement of an Assignment.
- 5.4 Provided you submit a suitably authorised timesheet and an invoice by 17.00 on a Thursday, payment will be made within 10 working days directly into your bank account. You have no entitlement to pay in respect of any period when you are not on Assignment.
- 5.5 If you fail to make a claim by submitting an invoice within 12 weeks of the end date of the Assignment, the Company reserves the right to withhold payment thereof.
- 5.6 Any change to your bank account details must be made in writing by email or by letter sent by recorded delivery to the Company. The Company accepts no liability in relation to payments sent to your previous bank account if this Clause is not complied with.

- 5.7 You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company.

## 6 TAX

- 6.1 You warrant that you are not, nor will you prior to the cessation of this agreement become, a Managed Service Company (“**MSC**”) within the meaning of the Income Tax (Earnings and Pensions) Act 2003 or a Personal Services Company (“**PSC**”) where the business of the company consists of selling your services. You acknowledge that the Company does not wish to engage the services of any worker or workers via a MSC or a PSC and, in any event that you are held by a relevant statutory authority, Court or Tribunal to have the status of a MSC or a PSC, the Company has neither encouraged nor been actively involved in the provision of a worker through a MSC or a PSC. In the event that you are held by a relevant statutory authority, Court or Tribunal to be a MSC or a PSC and there is a transfer of debt to the Company under Schedule 3 to the Finance Act 2007 or otherwise, you agree, covenant and undertake to defend, indemnify and hold harmless the Company from any claims, suits, costs (including legal costs), expenses, liabilities, judgements, fines, penalties and demands arising in connection with performance of the Services.
- 6.2 You acknowledge that you are solely responsible for and undertake to pay the appropriate authorities all income tax, national insurance contributions, VAT, and any other liabilities, assessments, penalties, costs and claims arising from or made in connection with the performance of the Services or the Engagement.
- 6.3 You shall indemnify and keep indemnified the Company for all time on demand from and against any and all costs, claims, penalties, liabilities and expenses incurred in respect of income tax, national insurance, VAT or other contributions in relation to the provision of the Services, where such recovery is not prohibited by law.
- 6.4 In the event that the Company is liable to pay to HMRC PAYE income tax on any payments (which payments herein referred to as the “**Payments**”) made to you in respect of the Engagement and in respect of which you have previously accounted for income tax to HMRC and are accordingly entitled to a repayment of that tax (the “**Repayment**”), you hereby irrevocably assign to the Company any and all rights to receive the Repayment from HMRC and so that the Repayment is then set off against any liability of the Company to income tax on the Payments under the Income Tax (Pay As You Earn) Regulations 2003.
- 6.5 You hereby authorise the Company to give written notification to HMRC of the assignation referred to the paragraph above and undertake to sign any documents, provide any notification or instructions to HMRC and do any other acts that may be necessary to effect the assignation referred to in the paragraph above.

## 7 CONFIDENTIAL INFORMATION

- 7.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information about the business or affairs of the Company, its Clients or any patients, or about any other matters which may come to your knowledge in the course of your Engagement. For the purposes of this Clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Company, its Clients or any patients.
- 7.2 The restrictions in Clause 7.1 do not apply if:
- (a) The Company of the Client has given its express written consent, or
  - (b) It is required by law, or
  - (c) It is required for the protection of any adults or children

## 8 STATUS

- 8.1 Your relationship to the Company will be that of an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of the Company and you shall not hold yourself out as such. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly you shall be fully responsible for and shall indemnify the Company for and in respect of any liability for any employment-related claim (including reasonable costs and expenses) brought by you against the Company, or any Client arising out of the provision of the Services.

## 9 INSURANCE & PROFESSIONAL REQUIREMENTS

- 9.1 It is a material condition of your Engagement that you hold at all times, at your own cost, and exhibit to the Company on request the following:
- (a) Valid primary medical qualification;
  - (b) Valid registration with the General Medical Council (“**GMC**”) or equivalent professional body;
  - (c) Membership of the GMC GP register;
  - (d) Medical Indemnity Insurance Certificate;
  - (e) Enhanced Disclosure Barring Service (“**DBS**”) certificate issued within the last 12 months;
  - (f) Confirmation of your inclusion on the relevant Primary Care Trust Medical Performers List;
  - (g) Confirmation of your required immunisation status; and
  - (h) Confirmation that you have undergone the relevant annual appraisal within an approved NHS appraisal system.
- 9.2 It is a material condition of your Engagement that you immediately report to the Company if you cease to hold any of the foregoing qualifications, documentation or memberships set out in Clause 9.1.

- 9.3 It is a material condition of your Engagement that you immediately report to the Company if you are under investigation or suspended by the GMC, your equivalent professional body or you are removed from the relevant Primary Care Trust Medical Performers List.
- 9.4 It is a material condition of your Engagement that you immediately report to the Company if you have been or are subject to any kind of criminal or fiscal investigation or are arrested or prosecuted by any statutory authorities either within or outside the UK after the issue of your Enhanced DBS certificate.
- 9.5 You shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by the Company in connection with the Services. It is a material condition of your Engagement that you shall maintain in force during the period of the Engagement membership with a recognised medical defence organisation acceptable to the Company and commensurate with your responsibilities. You must comply with all terms and conditions of the policy at all times. The Company accepts no liability for any loss or damage to your property in the provision of the Services.
- 9.6 The level of cover and other terms of insurance must be acceptable to and agreed by the Company. You shall on request supply to the Company copies of such insurance policy and evidence that the relevant premiums have been paid.

## **10 DATA PROTECTION**

- 10.1 You consent to the Company holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any “sensitive personal data” (as defined in the Data Protection act 1998) relating to you including, as appropriate:
- (a) Your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
  - (b) Information relating to any criminal proceedings in which you have been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 10.2 You consent to the Company making such information available to any Group Company and those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company or any part of its business.
- 10.3 You consent to the transfer of such information to the Company’s business contacts outside the European Economic Area in order to further their business interests.

## **11 AGENCY WORKERS REGULATIONS 2010**

You confirm that the AWR 2010 do not apply to the services provided under these Terms because you are genuinely self-employed as per these Terms.

## 12 IMMIGRATION

- 12.1 You warrant that you are entitled to work in the United Kingdom without any additional approvals and you will notify the Company immediately if you cease to be so entitled during the Engagement.
- 12.2 You shall on request promptly supply to the Company documentary evidence of your entitlement to work in the UK.

## 13 COMPLAINTS

It is a material condition of your Engagement that you immediately report any complaints which you receive from either our Clients or any patients regarding the Services provided by you to the Clinical Director.

## 14 NON-SOLICITATION

You agree that you will not either on your own account or in partnership or association with any Client, person, firm, company or organisation, or otherwise and whether directly or indirectly at any time either during or after your Engagement:

- (a) Solicit, entice or induce by any person, firm or other organisation which at any time during the last year of the Engagement was a Client of the Company, and with whom you were actively involved during that time, to reduce the level of business between the Client and the Company and you will not approach any Client for that purpose or authorise or approve the taking of such actions by any other person nor will you agree to become directly engaged or employed by any Client; and
- (b) Solicit business which is of the same or similar nature as the business with which you were involved in the course of the Services during your Engagement (such business referred to as the “**Business**”) from any Client, person, firm or other organisation which at any time during that period was a customer or Client of the Company, and with whom you were actively involved during that time, and you will not approach any Client or customer for that purpose or authorise or approve the taking of such actions by any other person. For the purposes of this restriction, the expression customer or client shall include all persons from whom the Company has received enquiries for the provision of Services where such enquiries have not been concluded.

## 15 TERMINATION

- 15.1 Notwithstanding the provisions of Clause 1, the Company shall be entitled to terminate the Engagement with immediate effect and with no liability to make any further payments to you if at any time you:
- (a) Cease to hold any of the foregoing qualifications, documentation or memberships set out in clause 9.1; or
- (b) Are under investigation or suspended by the GMC, your equivalent professional body or the relevant Primary Care Trust Medical Performers List; or

- (c) Are subject to any kind of criminal or fiscal investigation or are arrested or prosecuted by any statutory authorities either within or outside the UK; or
  - (d) Act in a manner which in the opinion of the Company would account to gross misconduct, if you were an employee of the Company or any Client; or
  - (e) Commit any material or persistent breach or non-observance of this agreement, or fail to perform the Services to the standard required by the Company or the Client; or
  - (f) Commit any act of fraud or dishonesty or act in any manner, whether or not in breach of this agreement, which in the opinion of the Company brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company, including if you are found guilty of any criminal offence, other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed.
- 15.2 The rights of the Company under this Clause are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement by you as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.
- 15.3 Upon termination of this Agreement for whatever reason you shall deliver to the Company all books, documents, papers, materials and other property (including any copies) relating to the business of the Client which may be in your possession or under your power or control.

## 16 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, is governed by and will be construed in accordance with the law of England and Wales. Each party submits to the non-exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation, including non-contractual disputes or claims.