

The Terms of Business between Trust Locums and the clinician
This agreement replaces all previous terms of business

In this Agreement:

"Trust Locums" means Atticus Solutions Limited T/A Trust Locums, trading at 1 Beckshaw House, Law Street, Cleckheaton, West Yorkshire, BD19 3QR

"Healthcare Professional" means an individual engaged to do Healthcare Services.

"Client" means an individual, partnership, LLP or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which Healthcare Services are provided.

"Healthcare Services" means services for the protection, maintenance, or restoration of the health of an individual.

"Service Period" means the period, as agreed from time to time, during which a clinician is engaged to provide Healthcare Services.

This agreement is between Trust Locums and

1. The terms contained herein shall be deemed to be agreed by the Healthcare Professional, as a result of the Healthcare Professional completing a Service Period. However, to avoid any doubt we require the Healthcare Professional to sign and return these terms as proof of their agreement.
2. For the avoidance of doubt this agreement constitutes a contract for services and governs all Service Periods undertaken by the Healthcare Professional. However, no contract shall exist between Service Periods and as such no notice period shall be given or required by any party.
3. Trust Locums will endeavour to find Service Periods suitable to the experience and qualification of the Healthcare Professional and in return the Healthcare Professional will provide Healthcare Services in line with the relevant guidelines on Good Healthcare Practice.
4. The Healthcare Professional agrees to take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions and comply with the health and safety policies of the Client; and not at any time to divulge to any person, nor use for their own or other person's benefit, any confidential information relating the Client's or Trust Locums employees, business affairs, transactions or finances.
5. The Healthcare Professional is expected to be committed to equal opportunities, thus giving all Clients and Patients, irrespective of race, gender, class, age, disability, religion or culture equal care and attention.
6. The Healthcare Professional must notify Trust Locums immediately of any complaint or action taken against them that may restrict their fitness to practice.
7. Where a complaint is made against a Healthcare Professional, written documentation accompanying the complaint will be sent to the Healthcare Professional for a response. A copy of this response will be sent to the originator of the complaint for further assessment or action.
8. If the complaint made against a Healthcare Professional is of a serious nature, Trust Locums reserves the right to pass all relevant documentation to the responsible authorities.
9. The Healthcare Professional will indemnify Trust Locums against any loss or claim made because of a complaint being brought against the Healthcare Professional.
10. The Healthcare Professional agrees to effect and maintain throughout each Service Period adequate insurance cover normally required by their work.
11. In line with CQC guidance, NHS Employment check standards and current Department of Health Directives and where applicable, the standards laid down in the Employment agencies act 1973 and the conduct regulations (both as amended) Trust Locums will check and verify all documentation provided by a Healthcare Professional including but not limited to, their identity, their right work in the UK, their qualification and professional registration, employment history and references, criminal records check (DBS) and occupational health. It is incumbent on the Healthcare Professional to let Trust Locums know of any investigations, complaints, and changes to any of the documentation requested especially where it effects their fitness to practice. We will provide Key information about each Service Period in the form of a confirmation, which will include rates of pay, please check this document is correct.
12. The Healthcare Professional must be prepared to undergo a full enhanced DBS check in line with the Rehabilitation of Offenders Act 1974 and must notify Trust Locums of all convictions Spent or Unspent.
13. Regarding clause 11 Trust Locums reserves the right to submit all, or any part of, the information retained on a Healthcare Professional, including DBS, to the Client for verification by them.

14. Trust Locums will hold information on the Healthcare Professional in line with current data protection legislation. We will only use your Data for the purpose of providing you with the services you registered for. A copy of our privacy policy is available upon request.
15. The Healthcare Professional must carry Photo ID at all times when on the Clients premises.
16. The Client has agreed to effect and maintain throughout each Service Period adequate insurance cover normally required by the Client and prior to accepting a Healthcare Professional must let Trust Locums know of any risks to health and safety and any steps taken to control and prevent such risks. An induction should be provided by the Client to explain any risks.
17. The Healthcare Professional agrees to notify Trust Locums immediately of any breach or alleged breach in performance, or any incompetence or negligence on the part of the Client. Any notification under this clause shall contain sufficient details of the matter or matters.
18. The Healthcare Professional shall immediately inform Trust Locums of any actual or anticipated inability to provide the Healthcare Services (whether by lateness, illness or otherwise) and give sufficient notice therein.
19. Trust Locums may ask the Healthcare Professional to end a Service Period with a Client due to unsatisfactory performance at any time and in such circumstances Trust Locums cannot accept responsibility or liability for any loss or expense which may be suffered by the Healthcare Professional as a result of such a termination.
20. A Client may cancel or change a Service Period at short notice, and in such circumstances Trust Locums cannot accept responsibility or liability for any loss or expense which may be suffered by the Healthcare Professional because of such a cancellation
21. Where a client or an associate of the Client contacts the Healthcare Professional directly with the purpose of engaging the Healthcare Professional within a period of 12 weeks from the last Service Period either through the Client or an associate of the Client or third party the Healthcare Professional agrees to inform Trust Locums immediately of the contact.
22. Trust Locums will endeavour to pay the Healthcare Professional for any Service Period worked on a weekly basis. To make the payment process as smooth as possible we ask the Healthcare Professional to submit a timesheet signed by the Client. Hours worked above and beyond what was originally agreed will only be paid if authorized by prior arrangement. Trust Locums will undertake to pay the Healthcare Professional for any Service Period worked whether Trust Locums has been paid by the Client or not.
23. Payments will be made promptly via cheque or if previously agreed with Trust Locums, into the Healthcare Professional 's bank account via internet BACS transfer. In line with current legislation the Healthcare Professional can expect to be not paid less than the National Minimum Wage.
24. Trust Locums shall collect all taxes on behalf of the Healthcare Professional in relation to PAYE and pay them to HMRC. Were a Healthcare Professional is working through a Limited company or as a sole trader (Self-employed) then the limited company employing or the Healthcare Professional shall be responsible for all taxes paid to HMRC.
25. A remittance and/or payslip will be sent to the Healthcare Professional notifying them of all monies paid. It is the responsibility of the Healthcare Professional to keep a full and accurate record of hours worked by themselves in respect of each Service Period and to let Trust Locums know as soon as possible of any mistakes.
26. Trust Locums cannot accept responsibility or liability for any loss, claim, damages or expense which may occur because of monies not being paid as a result of a timesheet not being signed and/or processed.
27. Trust Locums will not be responsible for any expenses, fines or penalties incurred by the Healthcare Professional during the Service Period or in conjunction with the Service Period unless previously agreed by both parties.

Signed (Healthcare Professional):

Dated:

(Please return a signed copy of these terms to Trust Locums, 1 Beckshaw House, Law Street, Cleckheaton, BD19 3QR or email info@trustlocums.co.uk