

TERMS AND CONDITIONS FOR TEMPORARY WORKERS

T: +44 (0) 20 8969 9915

F: +44 (0) 20 8969 9916

www.medecho.com

jobs@medecho.com

job@medecho.com

Co. Reg. No: 5050057

These Terms and Conditions are between “The Agency” (Medecho Limited) and the Temporary Worker (Doctor).

Definitions

“The Agency” means Medecho Ltd whose registered office is at Cumberland House, London, NW10 6RF.

“Introduction” means the informing by the Agency to a Client of a temporary worker, which the Client is unaware, is available for employment.

“Temporary Worker” means the individual whose services are supplied by the Agency to the Client.

“Client” means any person, firm company or organisation requiring the services of a temporary worker from the Agency.

“Assignments” means the period during the Temporary Worker is supplied to the Client by the Agency.

Contract

These Terms constitute a contract for services between Medecho Limited and the Temporary Worker and they govern all assignments undertaken by the Temporary Worker. The Agency will endeavour to find suitable Assignments for the Temporary Worker in accordance with and subject to these Terms. However, no contract shall exist between the Agency and the Temporary Worker between Assignments therefore, The Agency is not the employer for the purpose of pension scheme, holiday entitlement, absence due to illness, maternity leave, any medico legal or other litigation issues or claims.

Temporary Workers must not work directly (without the prior knowledge and acceptance of the Agency) for the same Hospital/Trust if the Doctors were originally introduced to the Hospital/Trust within six months of their last working day. The Agency cannot be responsible for any action taken by our Clients, which brings about any alterations or cancellation of a booking. Any situation arising from professional negligence or misconduct by the Locum would be directly investigated by the Client as per regulations of the relevant assignment. The Agency reserves the right to disclose any information to assist in such an inquiry. If there are any complaints etc., whilst a Locum is working for the Agency, the Locum agrees to notify the Agency immediately. Travel and accommodation expenses have to be agreed in advance. The Temporary Worker is responsible for meeting the cost of all personal telephone calls made during an assignment. All accommodation keys, bleeps, pagers, mobile phones and other items on loan to you must be returned before completing the assignment.

Termination

On the rare occasion when a hospital is forced to terminate an assignment for any reason, The Agency is not liable for any financial losses. The Agency is not liable in case of any dispute arising between The Temporary Worker and the client hospital on payment, compensation or otherwise.

Indemnity

The Temporary Worker must ensure that throughout any Assignment, they have full professional insurance and/or indemnity cover in force at all times. They must not jeopardise cover by being in breach of any condition of your insurance and/or indemnity scheme. If working for the

NHS, the Crown Indemnity covers The Temporary Worker. If The Temporary Worker is working for any other organization or in General Practice through the Agency, they are required to have Professional Indemnity Insurance and it is the Temporary Worker’s duty to arrange this for the duration of any non-NHS work

Timesheets

The Agency shall explain the rate of pay to The Temporary Worker at the start of any particular Assignment. The Temporary Worker shall be paid at that rate of pay for hours worked during an Assignment in respect of which a timesheet is received from the Client, which is signed by an authorised representative of the Client. Payments will be made weekly, subject to the receipt of a signed timesheet from the Temporary Worker. Failure to submit a time sheet for hours worked may delay payment for those hours.

Salary

Temporary Workers (excluding self employed) will be subject to deductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax, which will be paid to the relevant government agencies. Temporary Workers must provide the Agency with their National Insurance Number. If you do not possess one then you should apply for one through your local Department of Social Security.

Unless agreed with the Agency in advance of an Assignment, neither the Agency nor the Client shall be responsible for any costs for travel, subsistence or accommodation for the Temporary Worker in connection with an Assignment.

Self Employed Temporary workers must provide proof of the Limited Company's Certificate of Incorporation and shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of their assignments.

Statutory Leave

Under the Working Time regulations, Temporary Workers (Not applicable to Temporary Workers in Training grades) may qualify for paid holiday after 20 days (One Month) continuous engagement, and will not exceed 20 days per year. The holiday year shall be the same as the tax year (i.e. starting on 6 April). Holiday entitlement accrues at a rate of 1.66 days a month throughout the holiday year. Holiday not taken in the holiday year will be lost. No pay or compensation will be paid for lost holiday.

Although Self Employed Temporary Workers (Limited Companies) are not entitled to statutory paid leave from the Agency, under the Working Time Regulations the Agency will still pay an equal amount to the Temporary Worker’s Limited Company as per the scheme the Agency operates for the Temporary Workers who are paid through the PAYE system.

These Terms are governed by the law of England & Wales/Scotland/ Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/Northern Ireland. No Variation to these Terms shall be binding upon the Agency unless the variation is written and signed by a director of a Company.

