



TERMS OF ENGAGEMENT

1. Our Aim

Thank you for choose to work with Maxim Healthcare.

We aim to offer you locum opportunities In a variety of settings that we hope shall be convenient and built around your schedule but most importantly enjoyable.

As a start, we would like to set out the basis on which we shall work together, and hope that you shall find this helpful.

2. Basic Requirements

2.1. You must have a current registration with the GMC, be registered on the GP register of the GMC, be fully trained in the UK or have a certificate of good standing from the PMETB/ JCPTGP, be registered on the Medical Performer's list of a PCT within the UK.

2.2. You should not be under Performance Review by the GMC, NCAS etc, or be under investigation by any similar body in regards to professional practice or conduce.

2.3. If in the unfortunate circumstance that there is such a case (2.2), you must disclose this on your application form, or in the event that this arises after we have started working together, as soon as you become aware of the matter. In either case, the issue shall be referred to our Director of Medical Resources and he/she shall make a decision, based on the facts, as to whether or not the matter warrants a cessation of your working with us pending the decision of the investigating body.

2.4. You must also have a valid indemnity policy or be a member of a relevant protection society to safeguard your interests should any claim be made in regards to your professional practice.

2.5. We shall seek at least 2 professional references regarding you, from recent employers or practice colleagues, prior to any assignments being offered to you by us. All assignments etc are subject to these references being satisfactory.

3. Your Status of Engagement

3.1. You will be engaged to deliver locum services as an independent sub-contractor on our behalf. Therefore any locum that you accept shall be governed by this contract, which is one for services, on behalf of Maxim.

3.2. This means:

3.2.1. You will be self employed in all cases and shall be required to provide your own equipment, medical indemnity insurance and transport, and shall primarily be responsible for your own actions.

3.2.2. We shall retain you on a case-to-case basis. This shall not give rise to an employment relationship and shall not impinge on your right to work as a locum, except where you have been introduced to a client by us, and your working with them directly would be prejudicial to our business interests (see 8.2)

3.2.3. You shall be responsible for all taxation, national insurance and other legal charges in respect of such earnings

3.2.4. You have the discretion to decline any locum that we offer you and as such no obligation for acceptance is created by this contract

**Maxim Healthcare, Suite 2, 19a Cheapside, Wakefield, WF1 2SD
Tel: 01924 831188 Fax: 01924 831199**



- 3.2.5. We shall offer you locum work on a case to case basis, but do not guarantee that such work shall be offered or that It shall be offered continuously
- 3.3. Although under no obligation to accept an assignment we offer you, once you have accepted a locum, even though self-employed, you act on behalf of Maxim. This is both to safeguard your interests In issues of surgery duration issues, minor complaints etc and to provide our clients with a uniform service by establishing certain basic procedures and standards.
- 3.4. In keeping with 3.3 above, once you have accepted a locum assignment you are deemed to have accepted any and all policies in force at Maxim and are also deemed to have accepted to practice In conjunction with GMC, RCGP and NICE guidelines.
- 4. Upon acceptance of the assignment with one of our clients, you agree that you shall:**
- 4.1. Not engage in any conduct detrimental to the interests of the Client or maxim.
 - 4.2. Provide a high quality of service to the Client, employing your skills with due diligence and care of a reasonable professional.
 - 4.3. Be present at the place of work during the times agreed and for the total number of hours during each day/week as required by the Client's instructions to us.
 - 4.4. Comply with all reasonable disciplinary rules or obligations in force at the Client's premises.
 - 4.5. Take all reasonable steps to safeguard your own safety and if possible, the safety of any other person who may be affected by your actions whilst engaged by the Client.
 - 4.6. Comply with all reasonable instructions and any requests within the scope of the agreed services made either by the Client or us.
 - 4.7. Take responsibility for and indemnify us in full against any liability, claims or disbursements that may result from any act or omission in regards to your professional practice.
- 5. Cancellations**
- 5.1. You must inform us immediately if, for any reason, you are likely to arrive late at an assignment or will be unable to attend. The Client then has the right, in these circumstances, to cancel the assignment without compensation.
 - 5.2. Notwithstanding 5.1., a client may cancel an assignment due to a change in their requirements.
 - 5.3. We will endeavor to notify you of any cancellation of an assignment at the earliest opportunity. Further more we will endeavor to find an alternative assignment to suit you in lieu of the cancelled work. You will not usually be paid compensation for a cancelled assignment,
 - 5.4. In the event that a locum post has commenced, and the Client believes that you are inappropriate for the position, the locum position shall come to an end. Where possible, we shall try and negotiate some notice, but cannot guarantee that such notice shall be given.
 - 5.5. Payment will be made to you for work up to the time when you ceased work. Payment may not be made, if following an investigation; we deem that you did not act in the Client's interests.

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6. Financial Matters

- 6.1. You will be paid one week in arrears, either by bank credit transfer or by cheque, subject to your completed & authorized timesheet reaching us by the weekly submission deadline.
- 6.2. You will be responsible for your own expenses unless otherwise agreed with us, in advance.

7. Other General Issues

- 7.1. It is your responsibility to ensure that you are well rested prior to a nights or weekend's work.
- 7.2. If following investigation, you are deemed to have provided a service, which is considered unsatisfactory by both the Client and Maxim, your position as a locum with Maxim may be terminated.
- 7.3. You must notify us of any changes in your personal details e.g.: address, telephone number etc as soon as possible.

8. Being approached by a client

- 8.1. If you are approached directly by the Client for work without prior arrangement with Maxim, we ask that you contact our office, as the Client is breaching our agreed terms of business.
- 8.2. You may not enter into a contract with a Client, for your services, for a period of 13 weeks from the date of the last locum with that client. This would be a breach of the contract between you and the client and would result in prosecution

9. Changes to this contract and other variations

- 9.1. No waiver or variation to these terms shall be binding, except in writing, unless and/or until otherwise confirmed in writing, signed by a director of the company or an officer of the company authorized to do so
- 9.2. Should any of these terms become unenforceable, they shall not affect the enforceability of any other term and shall be deemed amended, if by amendment they materially come into play
- 9.3. Unless otherwise specified, the words that we have used shall be deemed (for definition) to reflect their ordinary dictionary meaning
- 9.4. This contract shall automatically pass on sale or transfer of the business or part thereof and as such all benefits and responsibilities herein will remain unaffected
- 9.5. It is deemed that you have accepted these terms of engagement once you accept a locum assignment

CONFIRMATION OF ACCEPTANCE

By signing below, you confirm that you have read, understood and agree to the terms of engagement set out above and agree that all assignments that you accept will be governed by these terms. You further confirm that you have read the Maxim Handbook and are familiar with set out requirements and agree to follow the guidelines therein.

<p>Signature: _____ Date: _____</p>

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