

Terms & Conditions for Locums Effective May 2010

1. DEFINITIONS

1.1. These terms and conditions ("Terms") form part of the offer ("Offer") to you ("Candidate") of a placement/locum position ("Position") with a hospital or other healthcare provider ("Principal") through Merco Recruitment Ltd ("Merco").

1.2. Acceptance of the Offer is acceptance of these Terms.

1.3. The Candidate confirms and represents to Merco that the Candidate is currently fully registered with the relevant professional council (eg. GMC/NMC/IMC) and will maintain such registration is kept up to date.

1.4. Candidates shall provide Merco with up to date and accurate personal, professional and contact details including curriculum vitae detailing all recent posts, and the names and addresses of at least two referees (covering at least your last two placements.).

1.5. During the term of the Position the Candidate will be supervised by the Principal and will comply with the Principal's requirements and directions.

2. PAYROLL PAYMENTS

2.1. The Candidate's pay is paid by Merco and is calculated on the total number of hours worked within the week (Monday to Sunday) immediately preceding the payment.

2.2. The Candidate should provide evidence of his/her hours worked with a completed Merco timesheet, which should be faxed, emailed and posted on a weekly basis. The timesheet must be signed/authorised by the Principal. Please be aware that no payments can be made without a signed/authorised Merco Recruitment Ltd timesheet.

2.3. Payments are usually processed every Wednesday (excluding public/bank holidays). Weekly timesheets must reach Merco by 5pm on Tuesday to ensure payment on the following Wednesday. Payments usually take 2-3 days to clear into a Candidate's account.

2.4. Payment through a Limited Company. If the Candidate works through a company, payroll payments will be made to the company's nominated bank account. Thereafter it is the Candidate company's discretion as to when a personal account payment will be made and responsibility for payment of tax.

2.5. Payment through PAYE. If the Candidate is providing services in a personal capacity and is not "self employed" the Candidate shall provide his/her National Insurance Number to Merco. If the Candidate is yet to receive a National Insurance Number, then the Candidate agrees to make the appropriate application for one. The Candidate agrees for the deduction of Tax and National Insurance amounts as required by law from time to time.

2.6. Payment if Self-Employed. Candidates can only register with Merco as "self-employed" if registered as such with HM

Revenue & Customs (or successor agency) and the Candidate can provide appropriate evidence of that as may be reasonably required by Merco from time to time.

3. OTHER

3.1. The Candidate shall work constructively with Principals on matters of Clinical Governance, Appraisal Processes, Audits of Clinical Activity, Professional Education and Professional Revalidation.

3.2. Merco shall not be liable for any losses the Candidate may incur due to any alterations to or cancellation of a booking by a Principal.

3.3. Merco does not provide professional indemnity insurance cover for the Candidate, and the candidate shall take his/her own advice and make his/her own arrangements for professional indemnity insurance cover (which is recommended by Merco).

3.4. Allegations of Professional Negligence or Misconduct. The Candidate acknowledges that Merco shall not be liable to the Principals for the work done by the Candidate during any placement/locum. The Candidate acknowledges that any situation or alleged situation arising from professional negligence or misconduct will be directly investigated by the Principal in accordance with its policies and regulations and Merco reserves the right to disclose any information that will assist the inquiry process and the Candidate hereby authorises the same including the disclosure of personal/private information about the Candidate to the Principal.

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3.6. Expenses. Merco is not responsible for expenses (eg. Travel, Immunisations or Accommodation). If expenses are to be claimed they are subject to the discretion and prior agreement of the Principal.

3.7. These Terms shall be governed by and construed in accordance with the laws of England and Merco and the Candidate each submit to the jurisdiction of the English Courts.

3.8. These Terms may be amended, varied or added to by Merco, acting reasonably from time to time, but shall not be amended, varied or added to by the Candidate.