

TERMS OF ENGAGEMENT FOR LOCUMS (effective October 2018)



In these Terms of Engagement (“**Terms**”), the following definitions apply:

“**Appoint**” means the employment of the Locum or the engagement directly or indirectly through any employment business other than through Merco (whether for a definite or indefinite period) of the Locum as a direct result of any Introduction or Assignment to the Client and the term “**Appointed**” shall be construed accordingly.

“**Assignment**” means the temporary services to be carried out by the Locum for the Client, as more particularly described in clause 2 and in the Booking Placement Form.

“**AWR**” means the Agency Workers Regulations 2010.

“**Booking Placement Form**” means written confirmation of the detail of a particular Assignment to be given to the Locum on acceptance of that Assignment, setting out (i) the type of work to be carried out for the Client, (ii) the Rate of Pay, (iii) the Qualifying Period Rate of Pay (where relevant), (iv) Other Qualifying Period Payments (where relevant), and (v) increased holiday entitlement on completion of the Qualifying Period (where relevant).

“**Business Day**” means any day other than a Saturday, Sunday or a day which is a public or bank holiday in England.

“**Calendar Week**” shall have the meaning in regulation 7(4) of the AWR.

“**Client**” means the hospital or healthcare provider (as the case may be) to whom the Locum is Introduced.

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Business Regulations 2003.

“**Data Protection Laws**” means the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) (“**GDPR**”) and any applicable regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

“**Group**” means in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

“**Introduce**” means the provision to the Client of information by Merco by way of a curriculum vitae or in such format as the Client may from time to time require which identifies the Locum and “**Introduction**” and “**Introduced**” shall be construed accordingly.

“**Introduction Fee**” means a fee payable by the Client to Merco in the circumstances set out in clause 3.

“**Locum**” means you, being the individual who is Introduced by Merco to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR, and being either (i) an individual who is self-employed, or (ii) an individual who is engaged by Merco under these Terms through a Locum Company.

“**Locum Company**” means a personal service company or an umbrella company.

“**Merco**” means Merco Medical Staffing Limited (company number 4501121), with registered office at Bank House, 81 St Judes Road, Englefield Green, Surrey TW20 0DF.

“**Other Qualifying Period Payment**” means any remuneration payable to the Locum (other than the Qualifying Period Rate of Pay), which is not

excluded by virtue of regulation 6 of the AWR, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Locum and are not linked to a financial participation scheme (as defined by the AWR).

“**Qualifying Period**” means 12 continuous Calendar Weeks, as defined in regulation 7 of the AWR, subject always to regulations 8 and 9 of the AWR.

“**Qualifying Period Rate of Pay**” means the rate of pay that will be paid to the Locum on completion of the Qualifying Period, if this rate is higher than the Rate of Pay. Such rate will be paid for each hour worked during an Assignment (to the nearest minute) weekly in arrears, subject to any deductions that Merco is required to make by law and to any deductions that the Locum has specifically agreed can be made.

“**Rate of Pay**” means the rate of pay that will be paid to the Locum prior to completion of the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest minute) weekly in arrears, subject to any deductions that Merco is required to make by law and to any deductions which the Locum has specifically agreed can be made.

“**Relevant Period**” shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

“**Relevant Terms and Conditions**” means the relevant terms and conditions as defined in regulation 6 of the AWR that apply once the Locum has completed the Qualifying Period.

“**Vulnerable Person**” shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

1. **These Terms**

- 1.1 Merco is entering into these Terms as an agent for each entity within Merco and is duly authorised to do so.
- 1.2 Where the Locum is an individual who is engaged by Merco through a Locum Company, references in these Terms to the “Locum” shall be interpreted as references to the Locum Company, and the Locum Company shall procure that the Locum shall comply with the obligations of the Locum Company under these Terms.
- 1.3 These Terms set out the entire agreement between Merco and the Locum for the supply of services to the Client by the Locum and shall govern all Assignments undertaken by the Locum (including, for the avoidance of doubt, where the Locum undertakes an Assignment without having signed these Terms). No contract shall exist between Merco and the Locum between Assignments.
- 1.4 These Terms constitute a contract for services and not a contract of employment between Merco and the Locum or the Locum and the Client.
- 1.5 For the purposes of the Conduct Regulations, Merco shall act as an employment business as defined in Section 13(3) of the Employment Agencies Act 1973 in relation to the Introduction of the Locum to the Client.

2. **Assignments**

- 2.1 Merco will endeavour to obtain suitable Assignments for the Locum to perform the type of work specified in the Booking Placement Form. Merco is not obliged to offer an Assignment to the Locum and the Locum shall not be obliged to accept any Assignment offered by Merco. The Locum shall be solely responsible for determining whether or not the Locum holds the requisite skills and experience to carry out any Assignment.

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- 2.2 The Locum acknowledges that:
- 2.2.1 the nature of temporary work means that there may be periods when no suitable work is available. The Locum agrees that Merco shall incur no liability to the Locum should it fail to offer Assignments of the type of work specified in the Booking Placement Form or any other work; and
 - 2.2.2 Merco shall not be liable for any losses the Locum may incur due to any alterations to or cancellations of an Assignment by the Client.
- 2.3 Except as provided below, at the same time as an Assignment is offered to the Locum, Merco shall provide the Locum with the following information (the "**Required Information**"):
- 2.3.1 the identity of the Client and, if applicable, the nature of its business;
 - 2.3.2 the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - 2.3.3 the position which the Client seeks to fill, including the type of work the Locum in that position would be required to do, the location at which, and the hours during which, the Locum would be required to work;
 - 2.3.4 the Rate of Pay and, subject to clause 2.4, any expenses payable by or to the Locum;
 - 2.3.5 any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
 - 2.3.6 the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Locum to possess in order to work in the Assignment.
- 2.4 The Locum acknowledges that Merco is not responsible for expenses including, but not limited to, travel, immunisations or accommodation. If expenses are to be claimed by the Locum, such expenses are subject to the discretion and prior agreement of the Client.
- 2.5 Where the Required Information is not given in paper form or by electronic means, Merco shall confirm it in writing or electronically as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to the Locum.
- 2.6 Unless the Locum requests otherwise, clause 2.3 will not apply where the Locum is being Introduced to the Client to work in the same position as one in which the Locum has previously been supplied within the previous five Business Days and the Required Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Locum.
- 2.7 Subject to clauses 2.6 and 2.8, where the Assignment is intended to last for five consecutive Business Days or less and the Required Information has previously been given to the Locum and remains unchanged, Merco shall provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 2.8 Where the provisions of clause 2.7 have been met but the Assignment extends beyond the intended five consecutive Business
- Day period, Merco shall provide the remaining Required Information to the Locum in paper or electronic form within eight Business Days of the start of the Assignment or by the end of the Assignment, if sooner.
3. **Temporary to permanent**
- 3.1 The Locum acknowledges that Merco will be entitled to charge the Client the Introduction Fee where:
- 3.1.1 the Client Appoints the Locum within the Relevant Period; or
 - 3.1.2 the Client introduces the Locum to a third party (other than another employment business) who subsequently Appoints the Locum within the Relevant Period.
- 3.2 The Introduction Fee will not be payable in the circumstances described in clause 3.1.1 if the Client agrees to extend the period of the Assignment for an extended hire period of 12 weeks at the end of which the Locum may be Appointed by the Client without further charge.
- 3.3 The Locum shall immediately notify Merco if the Locum is Appointed by the Client otherwise than through Merco within 6 months from the date of the Introduction to the Client by Merco.
4. **Locum's obligations**
- 4.1 The Locum is not obliged to accept any Assignment offered by Merco. If the Locum does accept an Assignment, the Locum shall:
- 4.1.1 co-operate with the Client's reasonable instructions;
 - 4.1.2 observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Locum has been informed or of which the Locum should be reasonably aware;
 - 4.1.3 co-operate with Merco in the completion and renewal of all mandatory checks, including in relation to the Locum's right to work in the United Kingdom;
 - 4.1.4 where the Assignment involves working with any Vulnerable Persons, provide Merco with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Locum;
 - 4.1.5 take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;
 - 4.1.6 not engage in any conduct detrimental to the interests of Merco or the Client;
 - 4.1.7 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business.
- 4.2 If the Locum accepts any Assignment offered by Merco, as soon as possible before the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at Merco's request, the Locum undertakes to:

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- 4.2.1 inform Merco of any Calendar Weeks whether before the date of commencement of the relevant Assignment or during the relevant Assignment in which the Locum has worked in the same or a similar role with the Client via any third party;
 - 4.2.2 provide Merco with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by Merco; and
 - 4.2.3 inform Merco if before the date of the commencement of the relevant Assignment the Locum has:
 - 4.2.3.1 completed two or more assignments with the Client;
 - 4.2.3.2 completed at least one assignment with the Client and one or more assignments with a member of the Client's Group; or
 - 4.2.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions has worked in a role that was not the same role as the previous role.
 - 4.3 If the Locum is unable for any reason to attend work during the course of an Assignment, they should first inform Merco at least 24 hours before their normal start time. If this is not possible, the Locum should inform the Client and then Merco as soon as possible.
 - 4.4 If, either before or during the course of an Assignment, the Locum becomes aware of any reason why they may not be suitable for an Assignment, they shall notify Merco without delay.
 - 4.5 Upon entering into these Terms and at any time at Merco's request, the Locum 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 the Locum's last two placements).
 - 4.6 The Locum shall also provide Merco with such further information as is required by law in relation to any Assignment or Introduction to which these Terms apply.
 - 4.7 The Locum shall work constructively with the Client on matters of Clinical Governance, Appraisal Processes, Audits of Clinical Activity, Professional Education and Professional Revalidation.
 - 4.8 Merco requires the Locum to obtain appropriate Professional Indemnity Insurance cover. The Locum acknowledges that Merco does not provide Professional Indemnity Insurance cover for the Locum. The Locum shall take his/her own advice and make his/her own arrangements for Professional Indemnity Insurance cover.
 - 4.9 The Locum acknowledges that Merco shall not be liable to the Client for the work done by the Locum during any Assignment. The Locum acknowledges that any situation or alleged situation arising from professional negligence or misconduct will be directly investigated by the Client in accordance with its policies and regulations and Merco reserves the right to disclose any information that will assist the inquiry process and the Locum hereby authorises the same including the disclosure of personal/private information about the Locum to the Client.
- 5.1 Subject to the Locum submitting properly authorised time sheets in accordance with clause 6, Merco shall pay the Rate of Pay to the Locum until the Locum completes the Qualifying Period.
 - 5.2 Subject to the Locum submitting properly authorised time sheets in accordance with clause 6, if the Locum has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, Merco shall pay to the Locum:
 - 5.1.1 the Qualifying Period Rate of Pay; and
 - 5.1.2 the Other Qualifying Period Payments,which will be set out in the relevant Booking Placement Form.
 - 5.3 Subject to any applicable statutory entitlement and to clause 7 and clause 8, the Locum is not entitled to receive payment from Merco or the Client for time not spent working on the Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.
 - 5.4 Merco shall be entitled to make any deductions, including in respect of income tax and national insurance contributions, as are required by law in respect of any payments made to the Locum. The Locum shall indemnify Merco for and in respect of any liability for and in respect of income tax and national insurance contributions arising from or payable in respect of or in connection with any Assignment or Introduction, where such recovery is not prohibited by law.
6. **Time sheets**
 - 6.1 At the end of each week of an Assignment (or at the end of an Assignment if it is for a period of one week or less or is completed before the end of a week) the Locum shall deliver to Merco by fax or by email a completed time sheet indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Break deductions must be included on the timesheet and will not be paid.
 - 6.2 Subject to clause 6.3, Merco shall pay the Locum for all hours worked on a weekly basis on Wednesday of each week (excluding public/bank holidays) regardless of whether Merco has received payment from the Client for those hours. The Locum acknowledges that each time sheet must be delivered to Merco by midnight on Monday of each week to ensure payment that week. Payments usually take 2-3 days to clear into a Locum's account.
 - 6.3 Where the Locum fails to submit a properly authorised time sheet, any payment due to the Locum may be delayed while Merco investigates (in a timely fashion) what hours, if any, were worked by the Locum. Merco shall make no payment to the Locum for hours not worked.
 - 6.4 For the avoidance of doubt and for the purposes of the Working Time Regulations 1998, the Locum's working time shall only consist of those periods during which the Locum is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Locum's working time for these purposes. This clause 6.4 is subject to Merco's obligations to provide the Locum with the Relevant Terms and Conditions on completion of the Qualifying Period.
5. **Remuneration**

- 6.5 The Locum acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.
- 7. Sickness absence**
- 7.1 If the Locum is absent from work for any reason, they must notify the Client and Merco of the reason for their absence as soon as possible but no later than 3 hours before they are due to start work on the first day of absence.
- 8. Termination**
- 8.1 Merco, the Client or the Locum may terminate the Assignment at any time without prior notice or liability.
- 8.2 The Locum acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between Merco and the Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Locum, except for payment for work done up to the date of termination of the Assignment.
- 8.3 Unless exceptional circumstances apply, the Locum's failure to inform the Client or Merco of their inability to attend work as required by clause 4.3 will be treated as termination of the Assignment by the Locum.
- 8.4 If the Locum is absent during the course of an Assignment and the Assignment has not otherwise been terminated, Merco will be entitled to terminate the Assignment in accordance with clause 8.1 if the work to which the Locum was assigned is no longer available.
- 9. Intellectual property rights**
- 9.1 The Locum acknowledges that all intellectual property rights deriving from services carried out by the Locum for the Client during the Assignment shall belong to the Client. Accordingly, the Locum shall execute all such documents and do all such acts as the Client shall from time to time require in order to give effect to the Client's rights pursuant to this clause 9.1.
- 10. Confidentiality**
- 10.1 In order to protect the confidentiality and trade secrets of Merco and the Client, the Locum agrees not at any time
- 10.1.1 whether during or after an Assignment (unless expressly so authorised by the Client or Merco as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Merco; or
- 10.1.2 to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or Merco except when required to do so in the course of the Locum's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or Merco, as appropriate.
- 10.2 The restriction in clause 10.1 does not apply to:
- 10.2.1 any use or disclosure authorised by the Client or Merco or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
- 10.2.2 any information which is already in, or comes into, the public domain otherwise than through the Locum's unauthorised disclosure; or
- 10.2.3 the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 10.3 At the end of each Assignment or on request the Locum agrees to deliver up to the Client or Merco (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.
- 11. Data protection**
- 11.1 The Locum acknowledges that in order for Merco to offer Assignments to the Locum and to fulfil its obligations under these Terms, the Locum is required to provide to Merco certain personal data of the Locum. If the Locum does not provide such personal data, Merco is unable to offer Assignments to the Locum and to fulfil its obligations under these Terms.
- 11.2 The Locum acknowledges that:
- 11.2.1 Merco is the data controller of the personal data it receives from the Locum under these Terms;
- 11.2.2 Merco will process personal data of the Locum as necessary for the performance of these Terms or where it is in our legitimate interests to do so, or another legal basis applies;
- 11.2.3 the basis on which any personal data (including any sensitive personal data) which Merco collects from the Locum, or that the Locum provides to Merco, will be processed by Merco in accordance with the privacy notice attached to these Terms (see Appendix).
- 12. Warranties and indemnities**
- 12.1 The Locum warrants that:
- 12.1.1 the information supplied to Merco in any application documents is correct;
- 12.1.2 the Locum has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Locum to possess in order to perform the Assignment;
- 12.1.3 the Locum is currently fully registered with the relevant professional council (eg. GMC/NMC/HCPC) and will update (as applicable) and maintain such registration during the term of these Terms;
- 12.1.4 the Locum is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Locum's obligations under this Agreement; and
- 12.1.5 the Locum has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement and is not (in relation to such leave) subject to any conditions

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which may preclude or have an adverse effect on the Assignment.

13. General

13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, save where Merco expressly notifies the Locum in writing that it is acting as the Locum's agent.

13.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13.3 These Terms represent the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.4 No variation or alteration to these Terms shall be valid unless the details of such variation or alteration are agreed in writing between the Parties and a copy of the varied terms is given to the Locum.

13.5 The invalidity, unenforceability or illegality of any provision (or part of a provision) of these Terms under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

13.6 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the Parties.

13.7 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

13.8 No failure on the part of any Party to exercise and no delay on its part in exercising any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude or prejudice any other or further exercise thereof or the exercise of any other right or remedy.

13.9 Any waiver, and any consent by any Party under any provision of these Terms, must be in writing and may be given subject to any conditions the waiving/ consenting Party thinks fit. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

13.10 A person who is not a party to these terms cannot enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

13.11 These Terms shall benefit and be binding on the Parties, their respective successors and any permitted assignee or transferee of some or all of a Party's rights or obligations under these Terms. Any reference in these Terms to any Party shall be construed accordingly.

13.12 Merco may assign or transfer all or any part of its rights or obligations under these Terms but the Locum may only do so with the prior written consent of Merco.

13.13 Unless the context otherwise requires, references to the singular include the plural and reference to one gender includes a reference to the other gender.

13.14 The headings contained in these Terms are for convenience only and do not affect their interpretation.

13.15 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

13.16 These Terms are governed by the laws of England & Wales and the Parties submit to the exclusive jurisdiction of the Courts of England.

DECLARATION – WHERE THE LOCUM IS WORKING THROUGH A PERSONAL SERVICE COMPANY OR AN UMBRELLA COMPANY

I hereby agree to the terms and conditions specified in these Terms.

Print Name:

For and on behalf of:

Insert Locum Company Name:

Signed:.....

Dated:.....

DECLARATION – WHERE THE LOCUM IS AN INDIVIDUAL

I hereby agree to the terms and conditions specified in these Terms.

Print Name:

Signed:.....

Dated:.....

Please return this completed document to Merco:

Fax: 0203 060 3929

Post: St George's House
3-5 Pepys Road
Raynes Park

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London
SW20 8NJ

The Appendix – Privacy Notice for Locums

Contacting us:

If you have any questions about this Privacy Notice or your information, or to exercise any of your rights as described in this Privacy Notice or under data protection laws, you can contact us:

By post:

Merco, St George's House, 3-5 Pepys Road, Raynes Park, London, SW20 8NJ

By email:

hr@merco.co.uk

By telephone:

0208 947 3077

What information we collect

Information you give us

You may give us information about you by filling in forms on our website or by corresponding with us by phone, email, in person, or otherwise. This includes information you provide when you register as a locum with us. The information that you give us may include, but is not limited to, the following:

- Name
- Address
- Email address & other contact details
- Date of birth
- Work history, including information relating to placements through Merco
- Education history, qualifications & skills
- Passport, visa and right to work or identity information
- Bank details
- National insurance and payroll information
- Next of kin details
- Contact details of referees
- Information contained in references and pre-employment checks from third parties
- Professional body registration details
- Health & Medical information
- Outcome of criminal record checks

Information we collect from you

We may collect, store and use information about your visits to our website and about your computer, tablet, mobile or other device through which you access our website. This includes the following information:

- technical information, including the Internet protocol (IP) address, your login information, your browser type and settings, time zone setting, browser plug-in types and versions, operating system and platform, and geographical location; and
- information about your visits and use of our website, including the full Uniform Resource Locators (URL), clickstream to, through and from our website, pages you viewed and searched for, page response times, length of visits to certain pages, referral source/exit pages, page interaction information (such as scrolling, clicks and mouse-overs), and website navigation and search terms used.

Information from third parties

We may also collect information about you from other sources, such as commercially available sources as follows:

- Our website
- A client
- Other candidates
- Online jobsites/job boards
- Marketing databases
- Public domain
- Social media
- Conversations on the telephone, video conferencing or through SMS (all of which may be recorded)
- Notes following a conversation or meeting

Special categories of ("sensitive") personal data and criminal convictions data

We may collect and process sensitive personal data and criminal convictions data about you as follows:

- your physical or mental health or condition to monitor sick leave and take decisions as to your working capacity and fitness for work;
- your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- your disability status for considering whether adjustments may need to be made to accommodate you where you have a disability; and
- details relating to criminal convictions and offences for insurance purposes and to comply with legal requirements and obligations to third parties.

The legal basis for processing your sensitive personal data is based on one or more of the following:

- where the processing is necessary for carrying out obligations in the employment field;
- where the processing is necessary for reasons of substantial public interest, which includes where processing is necessary for equality of opportunity of treatment.

The legal basis for processing data relating to criminal convictions and offences is based on one or more of the following:

- where the processing is necessary for exercising obligations or rights in connection with employment;
- the processing is necessary for reasons of substantial public interest, which includes where processing is necessary for the purposes of preventing or detecting an unlawful act or fraud;
- the processing is necessary for the purposes of, or in connection with any legal proceedings (including prospective legal proceedings), or necessary for obtaining legal advice; or

otherwise for establishing, exercising or defending legal rights.

What we do with your information

We process your information where such processing is necessary for the performance of the Terms of Engagement for Locums and, in particular:

- to obtain suitable assignments for you to perform in accordance with the Terms of Engagement for Locums;
- to provide you with information in relation to any assignment offered to you in accordance with the Terms of Engagement for Locums;
- to make payment to you in accordance with the Terms of Engagement for Locums; and
- to provide you with information that you request from us.

Where it is in our legitimate interest to do so, we use your information:

- to administer our website including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our website to ensure that content is presented in the most effective manner for you and for your computer, mobile device or other item of hardware through which you access the Site;
- as part of our efforts to keep our website safe and secure;
- to measure or understand the effectiveness of any advertising we serve to you and others, and to deliver relevant advertising to you; and
- from time to time, we may also use your information to contact you for market research purposes.

For all these purposes, it is in our legitimate interests to continually monitor and improve our services and your experience of the website and to ensure network security. We consider this use to be necessary for our legitimate interests and will not be prejudicial or detrimental to you.

Where you have given us consent, we shall provide you with information about any new services and other information which we think will be of interest to you. You can withdraw your consent at any time, but without affecting the lawfulness of processing based on consent before its withdrawal. You can update your details or change your privacy preferences at any time by contacting us as given in "Contacting us" above or using the "unsubscribe" link in emails.

Disclosure of your information to third parties

We may share your personal information with our business partners, clients, suppliers, and sub-contractors to enable us to carry out any contract we enter into with you, including the Terms of Engagement for Locums.

We may also disclose your personal information to third parties where it is in our legitimate interest to do so including for the following reasons:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal information to the prospective seller or buyer of such business or assets;
- if all or substantially all of our assets are acquired by a third party, in which case personal information held by it about its customers will be one of the transferred assets; or
- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation.

Save as set out in this Privacy Notice, or as required by law, we do not sell your personal information or disclose it to any third parties without your consent.

Transferring your information outside of the EEA

We do not transfer your personal information outside the UK or the European Economic Area (EEA).

Security of your information

We are committed to ensuring that your information is safe and take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice.

All information you provide to us electronically is stored on our secure servers within the United Kingdom.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your data transmitted to our website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

How long we keep your information

We will keep your data for as long as necessary to fulfil the purposes described in this Privacy Notice and the Terms of Engagement for Locums. The criteria we use for retaining different types of personal information will depend on the following:

- the purpose for which the information was collected;
- guidance from the UK Information Commissioner's Office or other applicable regulatory authority, and industry best practice recommendations; and
- legal and regulatory requirements - we may need to retain information for up to 7 years after these Terms of Engagement for Locums has come to an end, where necessary to comply with our legal obligations, resolve disputes or to enforce these Terms.

Your rights

Access to your information and updating your information

You have the right to access information which we hold about you. If you so request, we shall provide you with a copy of your personal information which we are processing. For any further copies which you may request, we may charge a reasonable fee based on administrative costs.

You also have the right to receive your personal information in a structured and commonly used format so that it can be transferred to another data controller ("data portability").

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

Right to object

Direct marketing

You have the right to object at any time to our processing of your personal information for direct marketing purposes.

Where we process your information based on our legitimate interests

You also have the right to object, on grounds relating to your particular situation, at any time to processing of your personal information which is based on our legitimate interests. Where you object on this ground, we shall no longer process your personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

Your other rights

You also have the following rights under data protection laws to request that we rectify your personal information which is inaccurate or incomplete.

In certain circumstances, you have the right to:

- request the erasure of your personal information erasure ('right to be forgotten');
- restrict the processing of your personal information to processing to which you have given your consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of others.

Please note that the above rights are not absolute and we may be entitled to refuse requests, wholly or partly, where exceptions under the applicable law apply. We may refuse a request for erasure, for example, where the processing is necessary to comply with a legal

obligation or necessary for the establishment, exercise or defence of legal claims. We may refuse to comply with a request for restriction if the request is manifestly unfounded or excessive or repetitive in nature.

Exercising your rights

You can exercise any of your rights as described in this Privacy Notice and under data protection laws by contacting us as given in "Contacting us" above.

Save as described in this Privacy Notice or provided under data protection laws, there is no charge for the exercise of your legal rights. However, if your requests are manifestly unfounded or excessive, in particular because of their repetitive character, we may either: (a) charge a reasonable fee taking into account the administrative costs of providing the information or taking the action requested; or (b) refuse to act on the request.

Where we have reasonable doubts concerning the identity of the person making the request, we may request additional information necessary to confirm your identity.

Complaints

If you have any questions or complaints regarding our privacy notice or practices, please contact us as provided in "Contacting Us" above.

You also have the right to complain to the Information Commissioner's Office (<https://ico.org.uk/>) about our data processing activities (helpline on 0303 123 1113).

Changes to our Privacy Notice

Any changes we may make to this Privacy Notice in the future will be posted on this page and, where appropriate, notified to you by email.

This Privacy Notice was last updated on 2 August 2018.