

Terms and Conditions of Employment

Between:

- 1) Locums Limited, Castle Chambers Off Mill Bridge North Yorkshire (the "Employer"), and
- 2) NAME [REDACTED] of ADDRESS [REDACTED] ("you")

This Statement is given to you in accordance with the provisions of the Employment Rights Act 1996 and the Employment Act 2002.

1. Commencement of Employment

- 1.1. You commence employment on [REDACTED].
- 1.2. The first 1 month of your employment with the Employer will be probationary. Throughout your probationary period your Employer will assess your performance, suitability and general attitude.
- 1.3. If your Employer decides, either during or at the end of your probationary period, that you are not suitable for this employment it may give you one week's notice in writing to terminate your employment.
- 1.4. The provisions of the disciplinary and grievance procedures set out at clause 16 do not apply to you during your probationary period.
- 1.5. The Employer may extend the probationary period at its absolute discretion.
- 1.6. Upon successful completion of the probationary period your employment shall continue until you reach retirement age (Clause 4) or it brought to an end either by you or the Employer (Clause 5).

2. Continuous Employment

- 2.1. Your period of continuous employment begins on the date of clause 1.1 above. No other previous employment counts towards your period of employment with the Employer for any purpose (including calculating a redundancy payment).

3. Place of Work

- 3.1. You have no fixed place of work. Your Employer will decide your place of work and will from time to time inform you of the premises or site where you will be required to work.
- 3.2. The Employer will endeavor to provide you with work and procure work for you at various sites during the course of your employment.

4. Retirement

- 4.1. Your employment under this statement of main terms and conditions of employment will automatically end on your 65th birthday, or as provided by statute. If you request to remain in employment with the Employer after your 65th birthday, the Employer may agree to you continuing in your role.

5. Termination

- 5.1. Except in cases of serious or gross misconduct, notice to be given by the Employer to terminate your employment shall be as follows:

Completed period of service	Notice period
Up to 1 month	No Notice
More than 1 month and up to 2 years	1 week
More than 2 years and up to 12 years	1 week for each fully completed year
Over 12 years	12 weeks

- 5.2. If you decide to leave, the period of written notice you have to give to the Employer to terminate your employment is 1 week regardless of how long you have worked for the Employer.
- 5.3. The Employer reserves the right to require you to take any unused holiday entitlement during any period of notice (whether notice has been given by the Employer or you).
- 5.4. During your employment, when you are requested by your manager or a director of the Employer and on your last day of employment, you must return to the Employer all items belonging to the Employer or to any of the Employer's clients or relating to the Employer's business or that of any of its clients including, but not limited to, documents and any copies or whatever form, vehicles, tools, phones, correspondence, equipment, computer discs and software, credit cards, keys,

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passes, lists of clients and books. Failure to return items may result in delays in payment of your final wage/salary, or even deduction from your final wage/salary.

- 5.5. Upon termination of your employment the Employer has discretion to deduct any money the Employer believes that you owe the Employer, including overpaid salary and expenses.
- 5.6. The Employer may dismiss you without notice or payment in lieu of notice in cases of gross misconduct.
- 5.7. At any time during any period of notice of termination served in accordance with the clause 5 (whether given by the Employer or you), the Employer shall be under no obligation to assign any duties to you and reserves the right to place you on "garden leave".

6. Appointment

- 6.1. Your job title is Locum Doctor.
- 6.2. You agree from time to time to undertake any additional and/or alternative duties that the Employer may reasonably require to assist the Employer in the efficient running of its business.

7. Hours of Work

- 7.1. You will normally be required to work hours as necessary. The Employer will be required to offer you and you will be required to undertake a minimum of 400 hours work per annum.
- 7.2. Due to the nature of your appointment you will be required to work a variety of hours and shifts.
- 7.3. You may be required to work days, evenings, nights, at weekends and on bank holidays from time to time but the Employer will always endeavor to give you reasonable notice of this. You will be paid your normal hourly rate of pay as detailed in clause 10.1 for work conducted.

8. The 48 hour week

- 8.1. You have agreed that the limit of an average working time of 48 hours including overtime for each 7 day period as set out in Regulation 4 of the Working Time Regulations shall not apply to your employment and by signing this document you confirm your agreement. You may, however, give 3 months written notice to the Employer to terminate this agreement.

9. Salary

- 9.1. You will be paid the National Minimum Wage, currently £5.80 per hour.
- 9.2. You may receive a commission based on the level of fees you directly generate for the Employer each week.
- 9.3. You will be paid within 7 days of a correctly authorized timesheet being submitted to the Employer by BACS transfer into your bank account, unless otherwise agreed.
- 9.4. The Employer will review your rate of pay and commission at its discretion and any variation in rate of pay and commission will be confirmed in writing.
- 9.5. You must notify any error in payment of salary/wages/expenses to the Employer as soon as you become aware of the error, and you agree that the Employer can then deduct from any future payment due to you the amount of any overpayment made by the Employer to you. Equally, if the error has resulted in an underpayment to you, the Employer will ensure that the amount of any underpayment will be added to your next payment of wages/salary/expenses.
- 9.6. You will receive a weekly remittance detailing your gross pay and deductions from this including tax, National Insurance Contributions, any other statutory deductions in force from time to time.

10. Salary Deductions

- 10.1. You agree that the Employer may deduct from your wages any money the Employer believes that you owe the Employer. This includes the cost of:
 - a. any damage caused by you to the Employer's property
 - b. property belonging to the Employer which is lost by you
 - c. and overpayment of wages or expenses to you

By signing these terms and conditions of employment you consent to such a deduction being made from any outstanding wages or expenses then owed to you.

11. Holidays

- 11.1. The Employer's holiday year runs from 6th April to 5th April.
- 11.2. In each holiday year your holiday entitlement will be 28 days. It is a requirement of your employment that you take your full holiday entitlement. Your 28 days' holiday must be taken at times convenient to the Employer.
- 11.3. Your holiday pay is calculated at 12.07% in addition to your weekly National Minimum Wage.

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- 11.4. Holiday requests must be approved by your Employer at least 1 week in advance of the holiday being taken. When you want to book holiday speak with your manager. Once holidays have been approved by your manager you can only change the booking by specific agreement with your manager.
- 11.5. You will not normally be required to work on the UK Bank or Public holidays and you will not be paid for such holidays. If you are required to work on a bank holiday you will be paid your normal hourly rate of pay as detailed in clause 10.1
- 11.6. The Employer has to ensure at all times that there are sufficient employees available to work and cover for your absence. Unfortunately the Employer may have to refuse your holiday request if your absence would mean there are not sufficient employees to cover for your absence. A first come first served arrangement exists, and you are encouraged to book early with your manager to avoid disappointment.
- 11.7. To comply with the law, holidays must be taken in the holiday year to which they relate. No carry-over or payment in lieu of holiday not taken will be permitted.
- 11.8. The Employer may require you to take holiday at times appointed by the Employer if the Employer considers that continued working may pose a danger to the health and safety of others and/or yourself.

12. Sickness Policy

In all cases of absence from work through illness or injury the following rules MUST be observed:

- 12.1. Wherever practically possible, you, or if you are not well enough, someone on your behalf, must telephone your manager or a director, as early as possible, to report that you will not be able to attend work that day, and give a reason (i.e. sickness). If possible you, or the person phoning on your behalf, should try to give an anticipated duration of absence. If you are not able to return the next day, or after the period you anticipated, you must keep the Employer regularly informed.
- 12.2. Immediately following your return to work after a period of absence of less than 7 days (including non working days such as weekends and Bank Holidays) you must confirm in writing to your manager the dates of and reasons for your absence, including details of sickness on non-working days, as this is information required by the Employer for calculating Statutory Sick Pay (SSP) entitlement.
- 12.3. If you are absent from work due to sickness or injury for more than 7 days (including non working days) you must provide the Employer with a medical certificate (i.e a sick note from your doctor) on the eighth day of sickness or injury. After that medical certificates must be provided to the Employer to cover all time away from work until your return.
- 12.4. You will receive no pay during the first 3 days of your sickness absence from work. After this time and as long as you comply with the sickness reporting arrangements set out above, you shall be entitled to be paid SSP for the 4th qualifying day (such days being those you are normally required to work but have been unable to do so due to your illness/injury) onwards until you become well again, your contract is terminated or the maximum payment period has been reached as set out in the Social Security Contributions and Benefits Act 1992 and Regulations made under this legislation. Any additional or alternative payment of your wages/salary is only at the Employer's discretion.
- 12.5. If you are away from work for a period of time exceeding 4 weeks or if records show that you have been frequently away for a day or two at a time it will be necessary for the Employer to obtain further information about your medical condition. You agree that, if required by the Employer, you will attend a medical or other appropriate examination by a doctor or other medical specialist, who may or may not be your own doctor, obtaining access to your medical records from your own doctor. The Employer will pay any expenses incurred in obtaining the report. It may later be necessary to obtain a further updated report from the same doctor or medical specialist, or another, and you agree to co-operate again. This medical information will only be obtained with your consent and for good reason, and you will be shown any letters written by the Employer to the doctor or medical specialist, and their responses/reports. A director of the Employer will then discuss the content of the report with you.

13. Other time off

- 13.1. This is time off work required by you for reasons other than holidays, sickness/injury or in exercise of any of your leave rights under legislation. You will only be permitted to take other time off work with the Employer's permission. Any requests for other time off work will only be granted at the Employer's discretion and will be unpaid.
- 13.2. The Employer will comply with the law at all times in respect of statutory maternity, paternity and adoption leave rights and other parental rights. Details of such rights can be obtained from your manager or a director of the Employer.

14. What we expect from you

- 14.1. You must comply with all reasonable and lawful instructions and requests of your manager or a director of the Employer and follow the rules and procedures that the Employer has in place and may be issued from time to time.
- 14.2. You must devote your whole time, attention and abilities to your duties during your working hours and take all reasonable steps to preserve and protect the Employer's property, goodwill and reputation.
- 14.3. You must report to any director or manager when required.
- 14.4. You are asked to inform a director if you undertake any other work outside your contracted hours of work. It is important that the Employer is aware of any other work you do, not only so that the Employer can be satisfied that you are complying with clause 15.2 above, but also, from a health and safety point of view, to ensure that you are not working excessive hours and putting yourself and/or other employees at risk.

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14.5. You are required to inform the Employer if at any time you have been convicted of a criminal offence of any nature (unless the conviction has been spent as defined under the Rehabilitation of Offenders Act 1974). In signing these terms and conditions of employment, you agree that you have told the truth about your criminal record. You must inform the Employer if, at any time during your employment, you are arrested, charged with, summonsed for or convicted of a criminal offence of any nature and you must truthfully and fully answer any questions the Employer has in this regard.

15. Confidentiality

15.1. Confidential Information includes, but is not limited to, the Employer's customer/client identities and lists, information about the Employer's customers/clients, other employees, suppliers and prices or any other information which is retained on the Employer's database or which relates to the Employer's business, including business plans, or the Employer's customer's/clients businesses which is not freely available to the public. You must comply with all reasonable and lawful instructions and requests of your manager or a director of the Employer and follow the rules and procedures that the Employer has in place and may be issued from time to time.

15.2. You agree that during and after your employment you will not disclose to any person for any purpose whatsoever Confidential Information which has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Employer's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the Employer. You understand that this obligation will continue at all times both during and after termination of your employment unless or until the information has come into the public domain.

16. Disciplinary and Grievance procedures

16.1. The Disciplinary and Grievance Procedures (available from your Manager) apply to your employment but do not constitute any contractual rights and obligations as between the Employer and you.

16.2. Certain features of the Disciplinary and Grievance Procedures detailed below need to be highlighted and brought to your attention, and do form part of your contract:

16.2.1. The Employer has the right to suspend you for any period during which time an investigation under the Disciplinary Procedure will be undertaken. If you are suspended, you will be informed of this by a director and it will be confirmed in writing. During the period of suspension you must stay away from work. You will be paid your normal wages/salary during any period of suspension.

16.2.2. Serious misconduct may result in any of the following

- (a) Immediate dismissal without notice or pay in lieu of notice.
- (b) Demotion, with resulting changes in remuneration
- (c) Suspension for a specified period without pay, or
- (d) The giving of any warnings outlined in the disciplinary procedure even if no previous warning has been given.

17. Pension

17.1. You will be eligible after 3 months employment to join our stakeholder pension scheme. There is not currently in force a contracting out certificate in relation to your employment.

18. Data Protection

18.1. The Data Protection Act 1998 provides information, obligation and rights to you and the Employer in respect of the Employer obtaining, holding, recording or using any information about you. By obtaining, holding, recording and using information about you, the Employer will be processing your personal data. You accept that your personal data will be held by the Employer in its manual and automated filing systems.

18.2. You consent to the Employer processing your personal data, including "sensitive personal data" which consists of information as to you racial or ethnic origin, whether you are a trade union member, your physical or mental health condition or the commission or alleged commission by you of any criminal offence, for the following purposes:

- (a) To keep adequate records relating to your recruitment, employment, work performance, disciplinary record, sickness record, pension details, wages/salary and other benefits, appraisals and all other information arising out of and in connection with the performance of your contract of employment.
- (b) To properly administer your employment, the Employer's business and any payments made to you during your employment in order to comply with any legal obligations on the Employer (for example administering sick pay, tax and national insurance contributions).
- (c) To determine your fitness to carry out your duties
- (d) To monitor employees in order to ensure equality of opportunity, and
- (e) In order to deal with any emergency that arises in respect of you or any other person.

18.3. The probable recipients of your personal data are the Employer, those authorized by you and/or the Employer to receive your personal data and all others to whom the Employer is legally obliged to disclose the data to or those to whom the Employer deems it necessary or desirable to disclose your personal data for the purposes set out above.

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18.4. The Employer is not aware of any Countries outside the European Economic Area to which your personal data will or may be transmitted.

18.5. You will use your best endeavors to keep the Employer informed of any changes to your personal data.

18.6. The Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.

19. Changes to terms of employment

19.1. From time to time either law will change of the way the Employer organizes itself or does business will change and it will be necessary to change some of these terms of employment. The Employer therefore reserves the right to make reasonable changes to any of your terms and conditions of employment by giving you not less than one month's written notice of any such change. Such changes will be deemed to be accepted by you unless you notify the Employer of any objection in writing within 2 weeks of receipt of notification of the change.

20. Non enforcement does not waive the Employer rights to enforce this contract

20.1. The Employer's failure to enforce its rights under these terms and conditions of employment immediately following a breach of these terms and conditions by you becoming known to the Employer does not amount to an acceptance of your breach by the Employer or waiver of the Employer's right to enforce its rights so that action against you by the Employer for your breach can be taken at a later date.

21. Whole agreement

21.1. This contract is the whole agreement between you and the Employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written between the parties. No amendment to this contract will be legally binding unless made in writing and signed by the Employer.

22. The English Courts

22.1. These terms and conditions of employment are governed by English law and any dispute that arises out of your employment will be determined by the Courts and Employment Tribunals of England.

Please confirm your agreement to the employment of these terms and conditions please sign and date both copies of this contract keeping one copy for yourself and the other to be given to the Employer and retained by it.

I have read and understood this contract and hereby agree to employment with Locums Ltd on the terms and conditions set out above.

Signed by the Employee ("you")

Date:

Signed (for and on behalf of Locums Limited)

Date:

THIS IS A LEGALLY BINDING DOCUMENT.