

# Terms & Conditions



Locumcheck

The following terms and conditions of engagement forms a control for services and sets out the entire agreement between you (doctor) & Locum Check Pvt. Ltd (with the exception of details of the rate of pay for any assignment). It also formulates and fixes up relationship of all parties concerned. These terms may be modified at any time in writing with or without prior notice.

The following definitions apply:

## 1. Definitions

- a) **"Client"** refers to any person, firm, company or organization requiring the services of a doctor from Locum Check Pvt. Ltd.
  - b) **"Doctor"** refers to any doctor who has registered with Locum Check Pvt. Ltd. in order to be supplied as a Locum to its clients.
  - c) **"Assignment"** refers to any activity in Ireland for which a client seeks the services of locum doctor through Locum Check Pvt. Ltd.
  - d) **"Rate"** refers to the hourly rate of pay agreed by Locum Check Pvt. Ltd. and the doctor in respect of any assignment.
  - e) Locum Check means Locum Check Pvt. Limited.
2. Locum Check Pvt. Ltd is a registered company, which -
    - a) Facilitates its clients by arranging Locum doctors.
    - b) Does not charge any fee for registration.
    - c) Search Locum assignments for interested doctors on the same terms and conditions as mentioned herein.
    - d) May terminate the contract of doctors who do not act accordingly upon the terms and conditions herein.
    - e) Will charge **4.5% service charges** in respect to each locum arranged.
  3. Locum Check Pvt. Ltd.
    - a) Doesn't recognize a full time employment relationship with the registered locum doctor.
    - b) Is under no obligation to provide any minimum period or number of assignments to the doctor other than the agreed assignment.
    - c) Reserves the right to review Doctor(s) suitability for an assignment at any time (even during the course of assignment).
    - d) Will remain under an obligation to inform, explain and mention the rate of pay to the doctor prior to the start of any assignment, if agrees, the doctor shall receive the rate of pay in writing or e-mail, which signifies doctor's agreement in accordance to said rate as such. Once the rate of pay is agreed it may be changed only at the discretion of the Locum Check Pvt. Ltd.
  4. Doctors shall be paid monthly in arrears at the agreed rate of pay for the total hours worked during an assignment. This will be **paid on receiving payment from the employing hospital**, as per assignment, and due time for processing the same by Locum Check. Locum Check shall be under no obligation to pay the doctor in advance or without receiving the due pay from the employing client.
  5. Locum Check is purely a locum agency. It only facilitates doctors in acquiring a locum placement. All doctors are self-employed medical practitioners and so are responsible for paying their own tax returns with the revenue department. Locum Check, on locum doctor's request can assist doctors in paying their annual returns at end of year by providing the total income earned via Locum Check.
  6. The doctor must be fully registered with Irish Medical Council (IMC) throughout the assignment. The doctor must inform Locum Check immediately if there is any change in the status of their registration with the IMC. The doctor agrees that no payment will be claimed if IMC registration is not kept valid during the course of any assignment.
  7. Locum Check or the client shall not be responsible for costs of travel or accommodation or reimbursements of expenses incurred, unless specifically agreed with Locum Check before the commencement of an assignment.
  8. While during the assignment the doctor agrees to:
    - a) Not to engage in any conduct detrimental to the client or Locum Check Pvt. Ltd
    - b) Observe any disciplinary rules or obligations in force at the client's workplace.
    - c) Conform to the normal hours of work for the client's work place (unless arrangements have been made in advance to the contrary with both Locum Check and the client).
    - d) Be paid for the hours actually worked by the doctor.
    - e) Take all the reasonable steps while working for the client to his/her own safety and the safety of others who may be present or affected by your actions during the assignment and comply with the health and safety policy of the client.
  9. No other benefit, compensation or insurance, etc. in the due course of assignment, other than the agreed pay shall be provided to the locum doctor by Locum Check. However, the Locum doctor may indemnify themselves for these Locums under the Clinical Indemnity scheme at the start of each Locum in writing or filling out any appropriate prescribed indemnity forms of hospital whatsoever. Locum Check recommends to all doctors to take extra medical insurance for these locum posts from any of the Medical Insurance Companies.
  10. The doctor accepts assignments on the undertaking he/she will work the post through Locum Check. If the doctor arranges that the assignment and part of or extension be put through another agency, or third party, then the doctor will be liable to re-compensate Locum Check within one month upon demand for any losses Locum Check may have suffered. This will be equivalent to Locum Check charges to client for the part of the assignment that was not completed through Locum Check Ltd.
  11. Locum Check reserves the right to terminate your registration with Locum Check at any time without explanation and any prior notice. If the client deems your standard of work unacceptable they may also terminate your contract while in an assignment. Should this be the case no compensation can be claimed.
  12. The client may cancel an assignment at very short notice. Locum Check Pvt. Ltd will not be liable for any losses to the doctor in such cases.
  13. If any change whether in timing or duration occurs in the due course of an assignment, if not been intimated before to Locum Check by the client, then in that case their lies no responsibility upon Locum Check if any loss may occur to the locum doctor.
  14. If the assignment is agreed between both Locum Check and the locum doctor then it is incumbent upon the locum doctor to pay the amount of the service charges well in time, however, Locum Check shall have all the rights reserved to delay the delivery of the payment it received from the client, with respect to a certain locum doctor unless the appropriate service charges are not paid to Locum Check. In case of defaulters, legal action will be taken.
  15. Doctors from outside the EEC must ensure that they have a valid work visa to work in Ireland and where appropriate, must take their passports with them to each locum assignment.
  16. Locum Check strictly follows the European Working Time Directives, and if any locum doctor, while accepting an assignment, exceeds the maximum average permitted hours then in that case Locum Check will not be responsible for any act done by the locum doctor, if any wrong or loss occurs on his part.
  17. Any wrong or false information, if been provided by the locum doctor in the due course of registration with respect to a certain assignment, to Locum Check at the time of registration, then in that case all the responsibility shall lie upon the locum doctor if any loss or damage whatsoever occurs to the credibility of Locum Check and in such case the Locum Doctor shall indemnify the same to Locum Check.
  18. Any consent or acceptance of a certain assignment by the non registered member of Locum Check, been proposed by Locum Check shall have impliedly effect and it shall be implied particularly upon the locum doctor that all the terms and conditions are accepted to him and for which no other expression is required by Locum Check.
  19. The agreement between Locum Check and the doctor shall be subject to and interpreted in accordance with Irish law and Locum Check.
  20. The information submitted for registration is strictly confidential. However, it may be used by Locum Check or its associate or affiliated companies to contact you directly (by way of phone, post, e-mail or fax) in relation to any medical related promotional products or services or to pass on any other information.
  21. The Locum Doctor shall declare that -
    - a) He/She is not suffering from any infectious diseases, concurrent illness or psychiatric problem.
    - b) No professional misconduct or criminal case is registered against him/her in any forum or Court of Law.
    - c) All the information provided or given to the Locum Check is true and correct to the best of their knowledge and belief, and nothing has been concealed from Locum Check.
    - d) If required, all the information in the form of valid and applicable documentation shall be provided to or on behalf of Locum Check to any of its Clients, if needed

# Registration Form

Surname

First Name

Address

Qualification

Mobile No.

Medical Council Reg. No.

PPS No.

User Name (Your e-mail address)

Password (for Locumcheck web registration and log in)

## Your Two Current Referees

Referee

Referee

Discipline

Discipline

Hospital

Hospital

Tel/Fax No.

Tel/Fax No.

Preferred Speciality of work

Available for Consultant Locums

Please  box Yes  No

Available for GP Locums

Please  box Yes  No

Preferred County of work

*I have read and I accept all terms and conditions of Locum Check Limited*

Signature:

*Locumcheck UK registered in England and Wales company registration number 7005533*

*Locumcheck registered in Ireland registration Number 394227*

*Locumcheck operates under Escrioire Ltd, registration number 468476.*