

TERMS & CONDITIONS (GP DOCTOR)

By registering or working with Medco Services Limited (the “company”) the locum GP doctor (the “doctor”) confirms their acceptance of its following terms of contract. These terms form the basis of a legally binding contract and govern all assignments undertaken by the doctor arranged via the company, unless otherwise agreed by both parties in writing.

1. The doctor confirms that all information supplied to the company (e.g. CV, identity documents, right to work, training certificates, valid indemnity etc) is accurate and genuine and that the company is entitled to forward this information to interested clients for the sole purpose of trying to source locum work for the doctor. The doctor will notify the company if any of the information provided changes at a later date or becomes invalid. The doctor also confirms that, for any assignments that they accept, which have been arranged via the company, that they have the necessary skills and qualifications to complete those assignments.
2. The doctor confirms that they will immediately inform the company if any event results in disciplinary action against them or there are any allegations of misconduct, or suspension, or disciplinary action being taken against them. In such instances the company reserves the right to cancel all assignments that have been arranged for the doctor via the company.
3. For the sake of clarity, the company is in no way to be regarded as being the employer of the doctor.
4. The company will endeavour to find suitable locum work for the doctor but it shall incur no liability if it is unsuccessful in finding such work. The doctor is not obliged to accept any assignments that have been suggested by the company.
5. If the company finds suitable locum work for the doctor and the doctor agrees to undertake such work then the doctor’s agreement forms a legally binding contract between the doctor and the company. Agreement to undertake an assignment can be in either written or verbal format but, for the sake of clarity, the company will always try to ensure that written confirmation is obtained.
6. The details relating to the suggested assignment, in particular the offered payment rates, must be kept strictly confidential by the doctor.
7. If the doctor wishes to cancel an assignment that has already been accepted then they must give the company at least 14 days written notice of their intention to cancel. If the doctor is cancelling with less than 14 days notice, other than in cases of an emergency which are agreed on a case-by-case basis, then the doctor will be in breach of contract and will be liable to compensate the company and/or the client for any losses arising as a result. The company also reserves the right to inform other relevant parties (such as the doctor’s employer, the PCT and the GMC) of the doctor’s decision to cancel an agreed assignment with less than 14 days notice as this has an impact on patient safety.
8. The company reserves the right to cancel any assignment agreed with the doctor without any prior notice and the company will not be liable for any compensation for such cancellation.
9. The doctor agrees to complete a timesheet and to get this timesheet countersigned by a suitably authorised person from the client site and to submit this timesheet to the company in a timely manner and when requested from the company.

10. When an assignment has been suggested to the doctor by the company, for a period of 6 months from the date of that suggestion, the doctor can not undertake that particular assignment or any other assignment at that client site or any other client site unless they undertake those assignments via the company. This clause applies regardless of whether the doctor agrees to the suggested assignment or not.
11. If a doctor is approached by a client, whilst they are undertaking an assignment that has been arranged by the company, with a view to that doctor working for the client either via another organisation or in any other capacity outside of that arranged with the company then the doctor must notify the company immediately as the client has breached the terms of their contract. If the doctor agrees to such an arrangement with the client, without the written approval of the company, then they will be liable to compensate the company for any losses arising as a result of their action.
12. If a doctor is undertaking an assignment that has been arranged by the company then that doctor must not work for that client or at that site in any other capacity other than via the company for a period of 6 months from the end of their assignment. Failure to comply with this clause will lead to a breach of contract with the doctor and the doctor will be liable to compensate the company for any losses arising.
13. Whilst undertaking an assignment the doctor must not engage in any conduct which is detrimental to the interests of the client. The doctor must also not divulge to any person, nor use for their own or any other person's benefit, any confidential information relating to either the client or the company's employees, business affairs or finances.