**Locum Manager Agreement Template**

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**Table of contents**

[1 Introduction 2](#_Toc508203820)

[1.1 Policy statement 2](#_Toc508203821)

[1.2 Status 2](#_Toc508203822)

[1.3 Training and support 2](#_Toc508203823)

[2 Scope 2](#_Toc508203824)

[2.1 Who it applies to 2](#_Toc508203825)

[2.2 Why and how it applies to them 2](#_Toc508203826)

[3 Definition of terms 3](#_Toc508203827)

[3.1 Locum 3](#_Toc508203828)

[3.2 Agreement 3](#_Toc508203829)

[3.3 Intermediaries legislation 3](#_Toc508203830)

[4 Agreement recommendations 3](#_Toc508203831)

[4.1 Content 3](#_Toc508203832)

[5 Documentation 4](#_Toc508203833)

[5.1 Agreement template 4](#_Toc508203834)

[6 Summary 4](#_Toc508203835)

[Annex A Locum agreement template 5](#_Toc508203836)

# Introduction

## Policy statement

The purpose of this document is to ensure there is a structured template which is used each time the practice engages the services of a locum. The template can be adapted by individual practices to suit specific requirements.

## Status

This document and any procedures contained within it are non-contractual and may be modified or withdrawn at any time. For the avoidance of doubt, it does not form part of your contract of employment.

## Training and support

The practice will provide guidance and support to help those to whom it applies to understand their rights and responsibilities under this policy. Additional support will be provided to managers and supervisors to enable them to deal more effectively with matters arising from this policy.

# Scope

## Who it applies to

This document applies to agency workers, locums and contractors who are engaged by the practice.

## Why and how it applies to them

Using a written agreement ensures that both parties expectations are met, thus forging a successful working relationship.

The practice aims to design and implement policies and procedures that meet the diverse needs of our service and workforce, ensuring that none are placed at a disadvantage over others, in accordance with the Equality Act 2010. Consideration has been given to the impact this policy might have in respect to the individual protected characteristics of those to whom it applies.

# Definition of terms

## Locum

A person who stands in temporarily for someone else of the same profession.

## Agreement

A negotiated and usually legally enforceable understanding between two or more legally competent parties.

## Intermediaries legislation

Intermediaries legislation, or IR35 as it is commonly known as, is a form of UK tax legislation that looks to differentiate between genuine businesses and workers who are, for all intents and purposes, a temporary employee.[[1]](#footnote-1)

# Agreement recommendations

## Content

It is recommended that the following information be detailed in any agreement:

* Fees
  + Hourly rate
  + Extended hours rate
  + Travel and subsistence reimbursement
  + Cancellation fee if the practice cancels a session at short notice
  + Payment procedure
* Work timings
  + Start and finish times
  + Days per week
* Work requirements
  + Areas of responsibility
  + Additional requirements
  + Human resources management
  + Financial management
  + Complaints management
  + [Add as required]
* Practice responsibilities
  + Induction process [see practice induction policy]
  + Provision of suitable office and associated equipment
  + Access to IT including training if necessary
  + Compliance check (relevant documentation DBS, ID verification, indemnity, performers list etc.)
  + Complaint procedure
  + Intermediaries legislation (IR35)
  + Personal data, how it will be processed (GDPR) [see GDPR policy]
* Terminating the agreement
  + Notice length
  + Mutual agreement
  + Failure to deliver the expected level of service
  + Breach of agreement by either party

# Documentation

## Agreement template

An example of a locum agreement template can be found at Annex A. This template can be adapted to suit individual practices.

# Summary

It is imperative that locum agreements are a true reflection of the requirements of the practice and the capabilities of the locum to which they refer. Communication and transparency are key if a successful working relationship between the practice and the locum is to be established.

# Annex A Locum agreement template

**Introduction**

This agreement is between Sheerwater Health Centre the “Practice” and [insert locum name] the “Locum” and will remain effective from [dd/mm/yy] up to and including [dd/mm/yy].

**Locum details**

|  |  |
| --- | --- |
| **Full name** |  |
| **Home address** |  |
| **Mobile number** |  |
| **Email address** |  |
| **GMC number** |  |

**Practice details**

|  |  |
| --- | --- |
| **Practice name** |  |
| **Address** |  |
| **Partners’ names** |  |
| **CCG** |  |
| **Practice code** |  |

**Requirement**

The Locum agrees to provide the necessary services to the Practice for the duration of this agreement, at the Practice address detailed above.

**Fees**

The Practice agrees to pay the Locum [insert rate] per hour/day/week/month. Should there be a requirement to work any additional hours, the Locum will be paid at the same rate per hour. NB prior approval must be sought from the practice manager before additional hours are worked.

The Practice will not reimburse the Locum for travel and subsistence which arise as a result of the requirements of the role to which this agreement refers.

Should the Practice cancel a day/week with less than 24 hours’ notice, the Practice agrees to pay the Locum [insert amount].

The Locum is to submit an invoice to the practice manager on [insert day/date], every [week or month] by no later than [insert time]. Payment will be made within [xx] days of receipt of the invoice.

**Timings**

The Locum agrees to work as detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **Day** | **Times** | **Comments** |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |

All staff are allocated time for a [xx] minute break in the morning and [xx] for lunch.

**Work requirements**

The Locum agrees to undertake the following:

|  |  |
| --- | --- |
| **Description** | **Requirement** |
| Financial management |  |
| Human resource management |  |
| Staff development |  |
| Complaints management |  |
| Line management of [xx] staff |  |
| Operational effectiveness |  |
| [add practice specifics here] |  |

**Contractor obligations**

The Practice agrees to provide the following:

* A thorough induction process and the provision of a locum information pack
* An office with all the necessary equipment
* Log in and passwords for the Practice’s IT and clinical systems
* Training in the use of the IT systems if required
* Information as to how the Locum’s personal data will be used
* Actions in the event of a complaint specifically against the locum

**Mutual obligations**

The Locum agrees to provide copies of the following documentation which must remain valid for the period of the agreement:

|  |  |
| --- | --- |
| **Document** | **Verified by practice (✓)** |
| Passport/Birth Certificate |  |
| 2 x Proof of address |  |
| References (from most recent employers) |  |
| DBS |  |
| NI number |  |
| Occupational health information |  |
| Next of kin details |  |
| Copies of training certificates |  |
| [Amend as required] |  |

In turn, the Practice agrees to validate all the provided information and will ensure that the information is stored and retained in accordance with extant legislation.

**Intermediaries legislation (IR35)**

It is the responsibility of the Practice to ensure that the recruitment of a locum or agency worker is done so appropriately, the IR35 assessment is completed and that the individual providing the service is advised accordingly.

The business manager will support the practice manager with the IR35 process providing advice as required and, where applicable, ensuring the appropriate tax and national insurance contributions are deducted.

If IR35 applies and Sheerwater Health Centre is responsible for paying the Locum, the Practice will be required to add the individual to the practice payroll and send a start declaration to HMRC. In most instances, the Locum is likely to have primary employment with their own intermediary, the services provided for the Practice will usually be classed as secondary employment. In such circumstances, starter declaration C is to be used; this means tax code BR will be applied until HMRC issues a different tax code.

If IR35 does not apply, a record of the decision is to be made.

**Terminating the agreement**

This agreement will terminate on [insert date], which is the agreed end date for which the Locum was engaged. This agreement may be terminated prior to this date, by either party, as long as [xx] months’ notice is provided in writing.

In addition, this agreement may be terminated with immediate effect as a result of a significant breach of the agreement by either the Practice or the Locum.

Furthermore, this agreement may be terminated with the mutual consent of the Practice and the Locum.

**Changes to the agreement**

Should either party wish to change any element of this agreement, a request is to be submitted in writing and, upon receipt of such a request, a meeting arranged to discuss the particulars of the request. Any agreed changes will be annotated to the existing agreement as an addendum.

**Signatories**

Signed for on behalf of the Practice:

Name:

Signature:

Date:

Position:

Signed by the locum:

Name:

Signature:

Date:

1. [IR35 Tax Legislation](http://www.contractorweekly.com/ir35/what-is-ir35/) [↑](#footnote-ref-1)