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| These NASGP model Terms & Conditions are now fully incorporated into our online locum invoicing and booking system, allowing you to fully customise them to your own needs and automatically include them with every session you confirm. See [www.nasgp.org.uk/online-invoicing](http://www.nasgp.org.uk/online-invoicing) for more information. |

This form is to help locum GPs and the practices they wish to work for to reach agreement on conditions and terms of engagement. We recommend you email this to the person who booked you as soon as possible.

Write your terms and conditions in the left column. The practice will replace or add to the text in the right column, and both parties then come to a mutual understanding, signing off once this agreement has been reached.

This form is intended for use only in creating a self-employed contractor’s relationship between the locum and the practice. This form is not to be used if you wish to create a relationship of employer and employee.

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| Between locum GP | and | GP practice |
| Dr[[1]](#footnote-0) | *Practice* |
| Address | *Address* |
| The Practice must: |
| * Provide a unique username and confidential password to access the clinical records.
* Activate me on its Standardised Practice Information Portal [www.nasgp.org.uk/spip](http://www.nasgp.org.uk/spip).
* Notify me if there are any active or outstanding disciplinary procedures by the GMC[[2]](#footnote-1) against any regular practice GPs, or if the CQC currently has the practice under any special measures.
 |
| Rates[[3]](#footnote-2) (excluding NHS superannuation employer’s contributions) |
| * Hourly rate £
* Half day rate £
* Full day rate £
* On-call rate £
* Evening surgery £
* Weekend surgery
* Mileage (if applicable) £
* Visits (delete where applicable) £
	+ Included within contracted hours
	+ Excluded
 |
| Sessions |
| My preferred start times*

My preferred finish times*
 |  | *Practice to give details of sessions, including dates and start/finish times and lengths.* |
| Duties |
| Minimum consultation length[[4]](#footnote-3).*

Maximum number of patients per session.*

Visits*
 |  | *Practice to give details of duties, including appointment lengths,visits,session lengths, seeing ‘emergency’ patients, on-call duties, supervising nursing or trainee staff etc* |
| Private work |
| * I will/will not perform non-NHS work.
* I do not charge extra, unless done outside of contracted hours in which case I charge \_\_% of the full private fee received by the practice.
 |  | *For practice to complete if necessary…* |
| Administration |
| * I will perform all necessary paperwork related to the consultations I have performed.
* For all other paperwork, adequate time needs to be allocated within the contracted hours.
 |  | *For practice to complete if necessary…* |
| Quality |
| * I must be notified of any feedback from patients or staff about my performance.
* In line with best practice and GMC guidance on implicit consent for the purposes of improving patient care and improving my clinical practice, I will require future access to records of patients I have seen as necessary.
* In keeping with requirements for appraisal and revalidation, I must be supported in carrying out feedback surveys and audit.
* I must be provided with all appropriate prescribing and referral information relevant to this practice, ideally through its [Standardised Practice Information Portal](http://www.nasgp.org.uk/standardised-practice-induction-pack/).
 |  | *For practice to complete if necessary…* |
| Payment |
| * I will add a 14.3% employer’s contributions to the rates agreed above.
* The locum shall deliver at the end of each month an invoice setting out the number of hours/days (as applicable), which have been worked during that month, and their calculation of the applicable fee payable.
* The locum shall not be entitled to the reimbursement of any costs or expenses which have not first been agreed in writing by the practice.
* Payment must be made within 14 days.
* If delayed payment results in the local Area Team refusing to accept my NHS pension contributions relating to any work at this practice, I reserve the right to later charge an additional 20% on top of my rates to compensate me for loss of NHS pension benefits.
 |
| Cancellation |
| Sessions cancelled by the practice between the following number of days will incur a charge* 15 to 28 days = 25%
* 7 to 14 days = 50%
* < 7 days = 100%
 |

Additional terms:

1. It is agreed that the locum is a self-employed locum and does not enter into an employment relationship by virtue of this agreement or the provision of the locum services.
2. It is agreed that the locum is solely responsible for any income tax, national insurance contributions, value added tax and all similar liabilities which may be payable in respect of fees due under this agreement.
3. As this is a self-employed contract, the locum is not entitled to sick pay, holiday pay or any form of employment protection other than workplace Health & Safety.
4. The appointment of the locum is not an exclusive appointment and it is agreed that the practice shall be entitled at any time to appoint others to provide locum services and the locum is permitted at any time to provide locum services to others practices during the continuation of this agreement.
5. The locum may substitute another person or persons to fulfil the duties of the locum under this agreement with the prior written consent of the practice.
6. The locum will use his own initiative to complete the services to be rendered to the best of his abilities. The practice will not have the right to exercise control over how the locum decides to fulfil his obligations under this agreement. This does not prevent the practice from specifying working standards which must be maintained at all times.

|  |  |
| --- | --- |
| Date |  |
| Signed for the practice |  |
| Signed by locum |  |

1. Add your details and save as a template for future use. [↑](#footnote-ref-0)
2. To enable locum GP to pay extra attention for any quality or safety issues. [↑](#footnote-ref-1)
3. Always completed by locum GP. [↑](#footnote-ref-2)
4. We suggest “Same as other GP in this practice”. [↑](#footnote-ref-3)