



# Terms and Conditions for Engaging Locum GPs

**Contracts and Regulations**

This template is produced by Humberside LMCs for GP practices and locum GPs in the region to set out and agree on terms and conditions of engagement. All the terms and conditions are included in this template for information and it is up to the practice and the locum GP which ones they sign up to.

**Practice Name & Address:**

**Locum GP Name & Address:**

**Locum GP Bank Details:**

Account Number:  
Sort Code:

## Terms of Engagement

- The practice agrees to engage the GP as a self-employed, freelance contractor and not in any employment capacity.
- The GP will use their own initiative to discharge their duties to the best of their abilities.
- The practice will not have the right to exercise control over how the GP decides to fulfil their obligations under this agreement. This does not prevent the practice from specifying working standards which must be maintained at all times.
- The GP is responsible for their income tax and national insurance liabilities.
- The GP is not entitled to sick pay, paid holiday, parental leave, or other benefits of employment
- The GP is entitled to protections afforded to self-employed workers.
- The GP may substitute another suitable person to provide the services under this agreement.
- The practice may, subject to the GP's prior agreement, substitute the place of work (e.g. branch surgery) to provide the services under this agreement.
- There is no obligation on the practice to offer the GP any sessions, or any obligation on the GP to accept any

sessions offered by the practice.

- Agreements reached between the GP and any partner or practice manager staff will bind both parties.
- This agreement may be terminated with immediate effect by either party if the other party is in breach of the terms and conditions set out.

## Fees and Pension

Session	Length of session	Details	Fees	
Morning	To be completed	To be completed	To be completed	
Afternoon	To be completed	To be completed	To be completed	
Full day	To be completed	To be completed	To be completed	
Evening	To be completed	To be completed	To be completed	
Visits	Charged per visit			
Mileage	£ 0.45 per mile			

- The GP is a member of the NHS pension scheme. Accordingly, the practice will pay NHS pension contribution of 14.38% of 90% of the gross fee (12.94% of the gross fee). **(Delete this if the GP is not a member of the NHS pension scheme)**
- The GP will invoice the practice weekly/monthly. **(Delete as appropriate)**
- The practice will settle the GP's invoice within fourteen calendar days, to permit compliance with NHS Pensions requirements, by electronic BACS transfer to the account details provided above.
- The practice will complete and return any NHS Pensions forms within the same timescale.

## Cancellation

In respect of cancellation by the practice, unless otherwise agreed: **(Amend as appropriate)**

- With at least six weeks' notice prior to the start time of the first session previously agreed, the practice may cancel sessions without liability.
- With less than six weeks' but at least two weeks' notice prior to the start time of a session previously agreed, the practice may cancel sessions but will be liable to pay 30% of the agreed fee.
- With less than two weeks' notice prior to the start time of a session previously agreed, the practice may cancel sessions but will be liable to pay 75% of the agreed fee.

In respect of cancellation by the GP, unless otherwise agreed: **(Amend as appropriate)**

- With at least six weeks' notice prior to the start time of the first session previously agreed, the GP may cancel sessions without liability.

- With less than six weeks' but at least two weeks' notice prior to the start time of a session previously agreed, the GP may cancel sessions but will be liable to pay 30% of the agreed fee.
- With less than two weeks' notice prior to the start time of a session previously agreed, the GP may cancel sessions but will be liable to pay 75% of the agreed fee.

**The practice agrees to:**

(Amend as appropriate and/or use as a check list)

- Provide support to enable the GP to discharge their duties to the practice.
- Provide appropriate induction with a locum pack on the first working day of the GP (with information about referrals, investigations, practice policies, repeat prescribing, appointment systems etc.).
- Provide login details of all the relevant systems that are of use at the practice that the GP needs to discharge their duties.
- Integrate the GP into the workplace while they are working in the practice.
- Invite the GP to all relevant practice meetings covering clinical updates, significant event analyses, clinical incidents and complaints
- Allow the GP to appropriately replenish, from the practice's medical supplies, necessary to discharge their duties.
- Provide sufficient time to the GP to discharge their clinical and administrative responsibilities to patients and to the practice
- Provide the GP with a practice prescription to issue handwritten NHS prescriptions when visiting.
- Notify GP in a timely manner of all feedback, comments or complaints.
- Facilitate the GP's involvement in the resolution of any complaints.
- Provide the GP with access to records of patients that they have seen in line with best practice and GMC guidance on implicit consent for the purposes of improving patient care and improving my clinical practice.

**The locum GP agrees to:**

(Amend as appropriate and/or use as a check list)

- Maintain registration with and a licence to practise from the General Medical Council, inclusion on an appropriate GP performers' list, and suitable medical indemnity cover.

- Supply an enhanced criminal record certificate if the practice requests it at any time for reasonable cause.
- Provide their own medical equipment, transport for home visits, a portable bag and a mobile phone.
- Provide NHS GP services to the practice's patients and discharge this work within the practice's systems and policies, and to comply with relevant professional and regulatory standards of practice.
- Provide non-NHS GP services to the practice's patients and discharge this work within the practice's systems and policies, and to comply with relevant professional and regulatory standards of practice. The fees for such work will be retained by the practice, unless otherwise agreed.
- Deal with referrals and investigations arising directly from their own case load.
- Carry out administrative work, including signing repeat prescriptions, actioning clinical correspondence, and processing investigation results.
- Provide supervision of trainees, students, and other staff members.

Legal opinion sought by the LMC suggested the statement below be incorporated into this template. As with the rest of the document, all the terms and conditions are included here for both the practice and the locum GP to consider and decide which clauses they sign up to.

- Indemnify and keep indemnified the practice against any claims, liabilities, actions, proceedings, costs, legal fees, losses, damages, demands, penalties, fines suffered or other payments incurred by the practice:-
  - arising from or in connection with any claims made by or on behalf of the GP premised on an allegation that they were an employee and/or worker of the practice; and/or
  - arising from or in connection with any claims by the HMRC against the practice for any failure or alleged failure by the practice to make appropriate deductions (and account for) tax and national insurance found to or alleged to be payable in relation to the GP's engagement.

**Locum GP signature:**

**GP practice signature:**

Name and title of the person signing on behalf of the practice:





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