LOCUM AGREEMENT FORM:

An agreement made by the locum pharmacist, the client and MYLOCUMCHOICE LTD

I as the locum pharmacist understand the standards of conduct, ethics and performance I must follow as a pharmacy professional governed by the General Pharmaceutical Council (Gphc).

I will conduct my practice in accordance with the guidelines set out by the Gphc and with those laws that govern the safe and legal running of pharmacy practice, including those set out in the Medicines Act 1968.

I as the locum pharmacist will conduct my practice according to the guidelines set out for “responsible pharmacists”, securing the safe and effective running of the registered pharmacy I will be working at. I will display my notice of responsibility as the responsible pharmacist on duty. I will record my details in the legal document that is the “pharmacy record” including any details of planned/unplanned absence.

In addition to professional behaviour, I will act and dress in a professional manner whilst working for a client(s). I will be punctual and do my best to arrive at the pharmacy premises in accordance with the client(s) opening hours. I will take the allocated break entitled to me and dismiss myself from the pharmacy premises only when the trade of business ceases.

I as the locum pharmacist will only accept work where I am confident that my capabilities meet those of the client(s) business. If ever I feel this is not the case, I will inform MYLOCUMCHOICE and/or the client(s) as soon as possible.

I as the locum pharmacist will become familiar with the rules, regulations and standard operating procedures of the client(s) and will act in accordance with them. I will work in accordance with the pharmacy essential services contract, as well as any other services in the contract the client(s) provide, only if it is within my capability to do so. My conduct as the locum pharmacist will not be detrimental to the client(s) or put their reputation into disrepute.

I will also respect the laws set out by the data protection act and all it entails; in concordance and compliance with information governance.

Right to work:

I as a locum pharmacist am registered with the General Pharmaceutical Council (Gphc). I am a permanent resident of the United Kingdom or hold a valid work permit/visa complying with the regulations under the Asylum and Immigration Act 2006 (amended 2008) and their regulations in force; enabling eligibility to work in this respected field in the United Kingdom. There is no entry on my passports indicating a restriction on being allowed to work in the United Kingdom.

I as the locum pharmacist am self-employed and understand it ultimately falls within my responsibility to pay my own tax and national insurance payments. I as a self employed locum
I am not an employee of MYLOCUMCHOICE and have no authority to act for and on behalf of them.

I as a locum pharmacist hold current, adequate and valid professional indemnity insurance cover. It is within my own responsibility to make sure this stays up to date by reviewing it whenever necessary via the annual payment(s) required.

Locum information:

MYLOCUMCHOICE endeavours to find you work. There is no obligation to accept work that we may find. However if work is accepted by you, you then enter a contractual agreement between yourself and the client(s) which you are expected to honour.

*The nature of work provided by MYLOCUMCHOICE is temporary, meaning there may be periods of time where work in not available. MYLOCUMCHOICE will incur no liability to the locum pharmacist should it fail to offer work.*

If you have accepted work and are unable to attend, you are required to arrange another locum pharmacist who is registered with MYLOCUMCHOICE. This substitute should work at the agreed hours and pay of the client(s). If a replacement is found, MYLOCUMCHOICE must be informed immediately.

Any additional payments or loss of fees to MYLOCUMCHOICE will be incurred by yourself and not MYLOCUMCHOICE; including scenarios where the client(s) may seek reason to be compensated due to your non-appearance or cancellation.

Any work obtained via MYLOCUMCHOICE is confidential and thus remains their property. Any work introduced to a client(s) or information passed on will breach this agreement, unless the individual at hand is registered with MYLOCUMCHOICE and is introduced solely for the purpose of acting as a replacement/substitute due to cancellation by you.

It is your responsibility to inform MYLOCUMCHOICE of any occasions where self booking and/or direct booking between yourself and the client(s) has occurred, in order to assist MYLOCUMCHOICE in obtaining any charges owed to them. You are required to do this within a period of 7 days following the last day of work with the client(s) as the locum pharmacist.

Should there be any occasions where payments from the client are overdue; MYLOCUMCHOICE will do its best to claim this for you, although as a self-employed locum pharmacist it ultimately falls under your responsibility.

You must inform MYLOCUMCHOICE of any Gphc or police/criminal investigations against you, as well as any disciplinary action in progress which may have a bearing on your continuing registration with the Gphc or which may affect your ability to obtain professional indemnity insurance.

*MYLOCUMCHOICE also expects locum pharmacists to comply with continuing professional development and any entries that are required to be made, when called for to do so.*
MYLOCUMCHOICE, in some circumstances, may require copies of documents relating to your registration with us and fitness to practice under the Gphc. On these occasions you should provide any documents necessary in complying with agency regulations, UK law and client(s) contractual requirements.

This agreement made, may alter details on any given occasion. Alterations will only be valid if done so and agreed by MYLOCUMCHOICE, and if done so in writing. A copy of which will be given to you the locum pharmacist, stating the date alterations were made and therefore of which valid terms shall apply.

Please note that the distance calculating measure MYLOCUMCHOICE provides is purely an aiding tool to help you find your client. The distance is an approximate from point A-B. We ask that you do not take the measure as literal and perform a more accurate check using another application when accepting work through our website. MYLOCUMCHOICE will not be held liable for any discrepancies in the distance calculated. However, MYLOCUMCHOICE will provide the same information to the client(s), in order for them to perform their own check and thusly ensure they have a better understanding of the locum(s) distance from the branch, if choosing them based on this factor.

Declaration:

I the locum pharmacist, confirm that I have read and understood the locum agreement form presented to me by MYLOCUMCHOICE and thus agree to adhere to them. I give authorisation to MYLOCUMCHOICE to find me work.

Print name:

Signature:

Date agreement signed by locum pharmacist:

MYLOCUMCHOICE LTD signature:

Date agreement signed by MYLOCUMCHOICE LTD:

I will print and sign two copies of the agreement form at the earliest time possible, to MYLOCUMCHOICE, of which one will be signed by them and sent back to me.

I will also provide the following “right to work” documents:

• A copy of my Gphc certificate
• A copy of my current indemnity insurance
• A current passport photo
• Two current references
If you require mylocumchoice to carry out your DBS enhanced criminal check (so that you may obtain your certificate) then please also provide the following documents:

- Two signed copies of the Declaration and Consent form (we will send one back to you)
- The documentation and payment required for us to carry out your DBS check. These are listed in the registration confirmation email we sent out to you once you had successfully registered with mylocumchoice.

If you have already had a DBS enhanced criminal record check done previously with another company, then please provide us with the certificate number. Please make sure that this certificate is current and up to date.

*Any delay in providing this information will ultimately cause a delay in me starting work provided through MYLOCUMCHOICE.*

This agreement was developed for and on behalf of MYLOCUMCHOICE LTD and thus applies from this moment forth. 01/11/13