

**Terms of Engagement
between
BrisDoc Healthcare Services Limited
and
Independent General Medical Practitioners**

These are the terms of engagement which will govern the working relationship between BrisDoc Healthcare Services Limited and all independent general medical practitioners.

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1 Definitions and interpretation

1.1 In these Terms, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Agreement	the agreement governed by these Terms;
BrisDoc	BrisDoc Healthcare Services Limited, a company incorporated in England and Wales with registered number 05526203 whose registered office is at C/O Bishop Fleming, 10 Temple Back, Bristol, BS1 6FL;
Business Day	a day, other than a Saturday or Sunday, on which banks are open for normal business in England;
Fitness to Practise	Fitness to Practise involves an individual satisfying NHS England they are fit to practise and is evidenced by inclusion on the NHS England Performers List.
Insurance Policy	A policy providing Medical Malpractice Insurance cover (including the Clinical Negligence Scheme for GPs) and public liability insurance cover;
NHS England Performers List	The national lists for medical performers maintained by NHS England which provides an extra layer of reassurance for the public that general medical practitioners practising in the NHS are suitably qualified, have up to date training, have appropriate English language skills and have passed other relevant checks such as with the Disclosure and Barring Service and NHS Resolution .
Personal Data	any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: (a) an identifier such as a name, an identification number, location data or an online identifier, or (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
Services	Urgent primary care medical services;
Session	A number of hours during which you will provide Services to BrisDoc from time to time in accordance with these Terms;

Substitute GP	an independent general medical practitioner appointed under the terms of Clause 9; and
Terms	these terms of engagement or any amendment or revision to them published by BrisDoc in accordance with clause 16;
Urgent primary care medical services	provision of healthcare for an illness that cannot wait until the patient's own GP Practice next opens, such that the patient requires treatment or advice on that same day. This may include providing advice and/or seeing a patient in a treatment centre or their own home;
You	you will be an independent general medical practitioner who wishes to provide Services;

1.2 In these Terms:

- 1.2.1 any reference to these Terms or to any other document will include the Schedules, appendices and annexes (if any) and any permitted variation or amendment to these Terms or such other document;
- 1.2.2 any reference to a Clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause or Schedule to these Terms;
- 1.2.3 the table of contents, background section and any Clause, Schedule or other headings and the use of bold type in these Terms are included for ease of reference only and will not affect the construction or interpretation of any provision of these Terms;
- 1.2.4 any reference to any statute, statutory instrument, order, regulation or other similar instrument will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of this Agreement) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 1.2.5 the words 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;
- 1.2.6 the use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender;
- 1.2.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.8 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.9 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and

1.2.10 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

2 Agreement

2.1 These Terms set out the basis upon which BrisDoc may wish to engage you to provide Services during Sessions from time to time as an occasional independent general medical practitioner capable of providing urgent primary care medical services. You acknowledge that BrisDoc relies upon your continued Eligibility to provide Services pursuant to clause 4. Since you will remain self-employed, this is not an employment contract and it does not give you any employment or worker's rights.

2.2 The status of any engagement may be reviewed by you or BrisDoc in accordance with the HMRC Check Employment Status Tool to verify self-employment for tax purposes.

3 Sessional work

These Terms will apply to each Session but will also govern the limited relationship that will exist between you and BrisDoc after the end of any Session and before the start of any subsequent Session. If BrisDoc offers you the opportunity to book Sessions on one or more occasions, that gives you no additional legal rights and does not mean that you have any entitlement or obligation to provide Services on a regular basis to BrisDoc.

4 Eligibility to Provide Services

4.1 Since, as an independent general medical practitioner, it remains your responsibility to maintain your Fitness to Practise, it is expected that

4.1.1 you will make such declarations as to your Fitness to Practise, as are required by BrisDoc and;

4.1.2 you will ensure that any independent general medical practitioner whom you may wish to use as a Substitute GP has also made such declarations as to Fitness to Practise, as are required by BrisDoc; and

4.1.3 if you become aware of any circumstances which might affect the continued Fitness to Practise of you or any Substitute GP you will

(a) immediately notify BrisDoc; and

(b) refrain from providing Services to BrisDoc through anyone whose Fitness to Practise may be affected without the express consent of BrisDoc.

4.2 It is a condition of any offer of Sessions by BrisDoc, at any time, that you have the right to work in the United Kingdom and that you will provide documentary evidence of your right to do so, in line with current statutory requirements. BrisDoc may cancel any Sessions you have booked, at any time, without notice, if you do not have the right to work in the United Kingdom.

5 BrisDoc's obligations with regard to offering Sessions

- 5.1 BrisDoc is not obliged to provide any opportunities for you to book Sessions. By agreeing to these Terms, you acknowledge that:
- 5.1.1 BrisDoc offers no guarantee of any Sessions at any time, or any minimum number of Sessions;
 - 5.1.2 it is your choice as to whether you decide to undertake any Sessions of work for BrisDoc; and
 - 5.1.3 the intention of you and BrisDoc is that BrisDoc is not obliged to provide work for you, and you are not obliged to do the work offered (so there is no 'mutuality of obligation').
- 5.2 BrisDoc has complete discretion whether or not to offer you opportunities to book Sessions. BrisDoc is entitled to give or refuse to give such opportunities to any person at any time and may not give reasons for its decisions.

6 Notification of availability of each Session, its location and the hours

- 6.1 From time to time BrisDoc may notify you and others of relevant information, such as:
- 6.1.1 BrisDoc's current requirements for urgent primary care medical services including the times, dates and locations of each Session;
 - 6.1.2 the rate of pay offered for each Session.
- 6.2 Since BrisDoc will be offering the Sessions to several independent general medical practitioners at the same time, it can provide no guarantee that any particular Session will still be available by the time you decide to book it. In making yourself available to provide Services to BrisDoc, you take the risk that others may have booked the Sessions you want before you have been able to do so.
- 6.3 BrisDoc may offer you the opportunity to book Sessions at various locations. The location of each Session will be clear when you book it. You may contact BrisDoc to discuss an alternative location if you prefer and this may or may not be agreed depending on the Session work required.
- 6.4 Your hours of work during a Session will vary depending on the needs of the business. You will be able to determine the hours required for each Session before you book. You may contact BrisDoc to discuss alternative times if you prefer and this may or may not be agreed depending on the Session work required.
- 6.5 You may contact BrisDoc to propose your alternative rate of pay before booking any session but BrisDoc is under no obligation to agree this.

7 Booking Your Sessions

- 7.1 You do not have to accept any Sessions offered by BrisDoc at any time.
- 7.2 You may agree to provide your Services during any Session by offering to work a Session advertised via the BrisDoc booking system (Rotamaster). You may prefer to

contact BrisDoc to offer an alternative to the Session advertised which may or may not be agreed.

- 7.3 Once you have agreed to provide your services for a Session, it is important that you inform BrisDoc immediately, by contacting the Rota Team by telephone on 0117 9370910 or 07748 931309, if you will be unable to complete the Session for any reason or if you decide to delegate the work to a Substitute GP.
- 7.4 If you arrive at a different time to the start of the session booked or decide to work less hours than those booked, the payment agreed will be adjusted commensurately with any change in hours worked.
- 7.5 BrisDoc reserves the right to end a Session at any time. If this happens, you will be paid for the hours you have worked until the Session is ended.

8 Provision of Services - Practicalities

- 8.1 When you attend to work a Session you may need to liaise with a Shift Leader, Host or Clinical Coordinator, in order that, during the Session, BrisDoc can afford you such access to the premises of BrisDoc, information, records and other materials as may be necessary to enable you to provide the Services.
- 8.2 The precise description and nature of the work required may vary between Sessions and you choose the type of work you agree to undertake when booking one of the various Sessions on offer. Some of the Sessions require flexibility and you may be asked to carry out other duties to meet patient needs. It is your choice to accept or decline such requests if the change in work is outside the scope of the Session you have booked.
- 8.3 In order to maintain a safe working environment, BrisDoc will make you aware of the rules and regulations from time to time in force for the conduct of people working on its premises and will reasonably ask you to comply with any such rules and regulations.
- 8.4 BrisDoc aims to provide working space and facilities at its premises from which you may provide the Services and also aims to make available a suitable company vehicle and driver to assist you in providing the Services you have offered when this necessarily includes visiting patients at their home address.
- 8.5 Since you will be using your own judgment as an independent general medical practitioner BrisDoc expects that you will provide the Services with all due skill, care and diligence in accordance with your usual professional requirements, in particular, as defined by the General Medical Council guidance of "Good Medical Practice".
- 8.6 When you decide to use your own personal medical instruments and/or equipment BrisDoc expects you to ensure that these are in a safe and proper operating condition.

9 Unavailability and non-attendance

- 9.1 In the event that, after you have booked to provide Services on any particular Session, you are unable to provide the whole or any part of the Services for that Session for whatever reason, you may delegate the Session to a substitute to perform the Services on your behalf (the Substitute GP). In order that the Substitute GP may undertake the

Session on your behalf, you will need to ensure that the Substitute GP has declared their Eligibility to Provide Services in accordance with Clause 4 before they turn up for work. You may check whether the proposed Substitute GP has declared their Eligibility to Provide Services by contacting the Rota Team on 0117 9370910 or 07748 931309.

- 9.2 In order that BrisDoc can arrange for the Substitute GP to have appropriate access to patient records and other systems, it will usually be necessary to give at least 48 hours' notice of your wish to delegate the Session to a Substitute GP. Therefore, if you anticipate that you would like to delegate Sessions on a regular basis to a Substitute GP, BrisDoc strongly recommends that you require your likely delegates to declare their Eligibility to Provide Services in accordance with Clause 4, in advance, so as to avoid unnecessary inconvenience.
- 9.3 If you are not able to carry out or complete a Session or offer a substitute, BrisDoc reserves the right to cancel your booking to work for that Session and to make alternative arrangements in order to maintain its services, and will make appropriate adjustments to the Fee.

10 Fees

- 10.1 BrisDoc will pay you at the rate published when you book, for each Session you decide to work ("Fee") or alternative rate negotiated. You will be paid in accordance with your invoice or alternatively, in arrears directly into your nominated bank account within 10 days of each calendar month end in which you have undertaken work for the hours worked in the previous month.
- 10.2 BrisDoc will make all necessary deductions from payments made to you as required by law, including NHS Pension contributions. If, as an independent general medical practitioner you are entitled to NHS Pension Contributions, BrisDoc is required by the NHS to account for this on your behalf and the total contribution applicable (covering both your employer and employee elements) will be deducted from your Fee.
- 10.3 BrisDoc will be entitled to deduct from the Fee and any other sums due to you, any sum that you may owe to BrisDoc at any time.
- 10.4 For the avoidance of doubt, if you fail to provide any Services during a Session (whether due to ill health, accident or other incapacity, or for any other reason), and no Substitute GP performs the Services no Fee will be payable.
- 10.5 If you delegate the Session to a Substitute, BrisDoc will pay you the Fee and you will be responsible for paying the Substitute GP.

11 Expenses

- 11.1 You will be responsible for all out-of-pocket expenses and normal overhead expenditure, including training costs, medical malpractice insurance and other running costs incurred by you in the provision of the Services under these Terms. For the avoidance of doubt, you will not be reimbursed separately for these expenses.
- 11.2 You will be responsible for making good any errors at your own cost, including correcting records, addressing complaints and providing reports relating to the services you have provided

12 Administration Charge

- 12.1 If you choose to use BrisDoc's administration service to manage invoicing, payments and NHS Pension contributions on your behalf, you agree that BrisDoc may deduct an administration charge from your Fee. The administration charge will be published and available whenever you decide to book Sessions.
- 12.2 Alternatively, you may choose to submit invoices for payment and if no NHS pension administration is required on your behalf, a charge will not apply.

13 Tax and national insurance

- 13.1 As an independent contractor, you agree that BrisDoc will pay the Fee agreed without deducting PAYE or National Insurance contributions in respect of the provision of Services and the Fee payable under these Terms.
- 13.2 You agree that you will be responsible for, and will account to the appropriate authorities for all Income Tax liabilities and National Insurance or similar contributions payable in respect of the payments made to you under these Terms on a self-assessment basis.

14 No employment or benefits

- 14.1 Whilst acting as an independent general medical practitioner providing Services to BrisDoc under these Terms you will be an independent contractor and as such will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from BrisDoc. You may be entitled to a pension from the NHS. Nothing in these Terms will render you an agent, officer or employee, worker or partner of BrisDoc and you will not hold yourself out as such.
- 14.2 You will be fully responsible for and hereby indemnify BrisDoc for and in respect of any liability (including reasonable costs and expenses) for any employment-related claim or any claim based on worker status brought by you or any Substitute GP against BrisDoc arising out of or in connection with the provision of the Services.

15 Confidential information

- 15.1 Except in the proper performance of your obligations under these Terms, you will not, whilst providing Services to BrisDoc or at any time afterwards, without the prior written approval of BrisDoc, use for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person (and must use reasonable endeavours to prevent publication or disclosure of) any Confidential Information which has come to your knowledge during or in connection with any Services or any Session.
- 15.2 The restrictions contained in this Clause 15 will not apply to:
- 15.2.1 any Confidential Information which is already in or (otherwise than through your unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; or
- 15.2.2 any use or disclosure authorised by BrisDoc or required by law.

16 Data protection and monitoring

- 16.1 You will comply with your obligations under the current General Data Protection Regulation (GDPR) and Data Protection Act (DPA), which are adopted in BrisDoc's data protection policies and other relevant policies, including in relation to criminal records information, internet, email and communications, information security.
- 16.2 Without prejudice to the generality of Clause 16.1, and in compliance with GDPR and DPA, BrisDoc expects that you will:
- 16.2.1 co-operate fully with BrisDoc in order to enable BrisDoc to comply with its obligations under applicable data protection legislation;
 - 16.2.2 implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;
 - 16.2.3 process any Personal Data disclosed to you by or on behalf of BrisDoc only:
 - (a) for the purposes of providing the Services; and
 - (b) for the purposes for which that Personal Data was obtained and is processed by BrisDoc;
 - 16.2.4 immediately provide such evidence of your compliance with your obligations under this Clause 16.2 as BrisDoc may from time to time reasonably request;
 - 16.2.5 immediately upon notification by BrisDoc, take all appropriate action to enable BrisDoc to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data; and
 - 16.2.6 immediately notify BrisDoc of any data breach relating to Personal Data about which you become aware.
- 16.3 BrisDoc will process Personal Data and sensitive personal data (also known as 'special categories of personal data') and criminal records data relating to you in accordance with its Data Protection and Information Governance Policies in order to meet the requirements of the Data Protection Act and General Data Protection Regulations. You are expected to comply with all legal requirements.
- 16.4 In order to check your work is of a satisfactory standard for quality assurance purposes you consent to the use by BrisDoc of software called Clinical Guardian to review notes made by you of any individual consultations with patients.

17 Changes to terms and conditions for staff and independent contractors

BrisDoc may review its requirements for independent general medical practitioners from time to time and/or may make changes to the terms and conditions upon which it offers work. If it does so, BrisDoc will publish on its website/Rotamaster the revised terms which will then apply to any future Sessions worked.

18 Termination

18.1 BrisDoc may terminate any Session with immediate effect with no further obligation to make any further payment to you (other than in respect of amounts accrued prior to the termination date) by written notice to you, if, at any time you, or any Substitute GP to whom you may have delegated the Session:

18.1.1 commit any serious or repeated breach or non-observance of any of these Terms; or

18.1.2 act in any manner which in the opinion of BrisDoc brings or is likely to bring BrisDoc into disrepute and/or is materially adverse to the interests of BrisDoc.

19 Obligations on termination

19.1 You will immediately upon termination if requested by BrisDoc, at any time during the Session, surrender to a person duly authorised by BrisDoc all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of BrisDoc that have been made available or received by you during the course of providing the Services (whether pursuant to these Terms or any other agreement or arrangement between BrisDoc and you) and which are in your possession or under your control.

20 Notices

20.1 Notices under these Terms shall be in writing and sent to BrisDoc at its address shown in these Terms and to you at the address (or email address) given on your most recent Fitness to Practice Declaration. Notices may be given, and shall be deemed received:

20.1.1 by first-class post: two Business Days after posting;

20.1.2 by hand: on delivery; and

20.1.3 by email to enquiries@brisdock.co.uk in the case of BrisDoc and in your case to the email address shown in the most recent Fitness to Practice Declaration: on receipt of a delivery return email.

20.2 This clause does not apply to notices given in legal proceedings or arbitration.

21 Entire agreement

These Terms and the terms of all Fitness to Practice Declarations signed by you constitute the entire and only legally binding agreement between the parties relating to the provision of Services from time to time and supersede any previous understandings, arrangements, representations, negotiations or agreements between the parties, provided that nothing in this Clause 21 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

22 Severance

If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.

23 Third party rights

- 23.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than you and BrisDoc will have any rights under it. For the avoidance of doubt these Terms may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled, terminated by agreement in writing between you and BrisDoc or this Agreement may be rescinded in each case without the consent of any Third Party.
- 23.2 For the purposes of this Clause a '**Third Party**' means any person who is not a party to this Agreement.

24 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

25 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).