

## Guidance Notes for Application Form and Terms and Conditions of Engagement

Thank you for your interest in working with The Anaesthetists Agency.

This “Agency” is an employment business. From 1 July 2008 it became a re-approved Supplier to the National Framework Agreement for the supply of “Medical Locums to NHS (National Health Service) Bodies”, often referred to as the “National Contract”. The effect of this is that all NHS hospitals are positively encouraged to use us as an agent, but also that we must implement the policies and procedures required by the National Contract.

In order to protect patients, the National Health Service has always required each locum doctor to be documented in various respects. This documentation must be done by the medical agency arranging the locum. Inspection of documents at an agency satisfies documentation requirements for locum work at **any** hospital, but only through that agency.

Please read the following **Guidance Notes** to assist you in completing your application form. Additionally, the **New Doctor Registration Document Checklist** will assist you in submitting all the relevant documentation. **Please do not hesitate to contact us if you have any questions or need assistance.**

### Guidance Note 1

**Medical Registration:** Please submit originals of your initial General Medical Council (GMC) certificate and your current letter from the GMC which confirms receipt of the annual retention fee (as of 13 November 2009, the GMC no longer issues an Annual Registration Certificate).

**Private Medical Insurance:** Not all doctors hold Private Medical Insurance, however, if you do, please submit your current certificate/card or a letter stating valid cover and showing dates.

### Guidance Note 2

We only need a rough indication of your availability at this stage. Once your registration is complete, we will contact you regularly to keep your exact availability up to date. Additionally, we urge doctors to contact us regularly with their availability.

### Guidance Note 3

Please submit originals of your basic medical degree and all further qualifications which may include your Anaesthetic Fellowship, Certificate of Completion of Training plus any other relevant qualifications.

#### **Guidance Note 4**

You may leave this section blank providing you have submitted an up to date CV which clearly states your work history including dates.

#### **Guidance Note 5**

Mandatory Health & Safety training generally includes:

- Patient Confidentiality & Caldicott Protocols
- Data Protection
- Risk Incident Reporting
- Handling Complaints
- Personal Safety including Lone Working
- Health & Safety including COSHH & RIDDOR
- Fire Safety
- Infection Control including MRSA and C. Difficile

If you have undertaken such training within the last 12 months, please submit a copy of your certificate.

Many doctors have not undertaken such training so we can provide you with the appropriate Training Booklet and Multiple Choice Questionnaire for completion.

#### **Guidance Note 6**

Please submit **all** valid life support training certificates.

Doctors who intend to locum in obstetric anaesthesia should hold a Paediatric Life Support certificate.

If you have had no life support training, we can arrange for you to attend a half day Basic Life Support course in the London area.

#### **Guidance Note 7**

Please submit your original passport, as proof of your right to work in the UK. For all applicants other than British and EU citizens, there should be an appropriate stamp in your passport or an accompanying letter or permit from the Home Office. Bulgarian and Romanian doctors may not work as doctors in the UK.

#### **Guidance Note 8**

This is only a basic list to help us with your application. You may provide us with a more detailed list once your registration is complete.

Please note that your references should state your skills in any specific areas which you wish to work in.

### Guidance Note 9

May we write to this Consultant for a reference at present? If you answer “Yes” to this question, please ensure that the Consultant has been made aware that we will be in touch. We endeavour to send out reference requests on the day your Application Form is received.

Referees should be Consultant Anaesthetists from your current post (or most recent if you are new to your current post) and preferably resident in the United Kingdom. We realise this will not be possible in all cases.

### Guidance Note 10

The CRB Disclosure Application Form can take several weeks to process by the Criminal Records Bureau. **We suggest that you complete and return this with supporting documents ASAP.** You can then work on gathering your other documents whilst the CRB check is being processed.

### Guidance Note 11

Please supply a passport size photograph that we can use for security purposes and to create your ID Badge.

The witness should know you well and be able to attest to the photo being a true likeness of yourself by signing and dating both the Declaration and the back of the photograph.

### Guidance Note 12

At the end of The Application Form there are two *The Anaesthetists Agency Terms & Conditions of Engagement (T&C)* forms to choose from, depending on whether you intend to work through us as:

- (i) our employee, or
- (ii) self-employed or through a limited company.

(A copy of each T&C form is included in these Guidance Notes, **for you to keep.**)

**Sign and return the one appropriate for your proposed relationship to us.** You can change your mind later, if you wish.

***Thank you for taking the time to complete the Application Form. Please read the following General Notes to provide you with further information.***

## General Notes

### Declaration of Health

Hospitals are particularly concerned about their staff infecting patients, and require all staff to have completed a health questionnaire. **Documentary evidence of your immunity to Hepatitis B, Tuberculosis, Varicella, Measles, Mumps & Rubella are all required for NHS assignments.** If performing exposure prone procedures, negative results for: Hepatitis B surface antigens, Hepatitis C and HIV are also required. We forward your evidence to our Occupational Health screening service who then provide a certificate of fitness to work for your personnel file held at our office. All information is held confidentially and The Anaesthetists Agency and our health screening service are registered with the Data Protection Act.

**Please submit your documentary evidence as soon as possible in case further tests or immunisations are required.**

### Private Medical Insurance

“Crown Indemnity” covers locums in NHS hospitals only. To work in military or private hospitals or clinics you must have additional private medical insurance.

### Availability - Hours of Work

By undertaking a locum post in an NHS hospital you should not breach the Department of Health Guidelines on hours of work. Some hospitals ask locums to declare this in writing. If your hours exceed the Guidelines it is unclear whether you are protected by Crown Indemnity. You should keep a log of your working hours each week, and make sure that you do not exceed the guidelines. This is best for you, your patients and the Agency.

### Curriculum Vitae

If you have a prepared CV, it is not necessary to re-draft it onto the Application Form; bring it up to date, stating what you are doing now and were doing very recently, and date it. We do still need you, however, to complete the application form supplied. Please advise us as your career and qualifications progress.

### Interview

You will be interviewed by one of our recruitment consultants. Successful registration with us is dependent upon the receipt of an enhanced Criminal Records Bureau check.

### Security

You must be able to show and prove your identity, status and appointment, at a hospital.

- **Badge**                      Wear a badge showing your name, photograph and profession, (provided by the agency). A hospital should not regard this as proof of your identity.

- Identity           Take your passport.
- Status             Take your current GMC Annual Renewal Certificate.
- Appointment     Know the exact details of your locum: Grade, start and finish dates and times, and any applicable reference numbers.

Each hospital has their own set of rules and regulations. You may also be asked to complete a hospital induction pack. We endeavour to let you know this when we confirm your locums.

### **Work Available**

Work changes constantly. Please call us often to enquire; it reminds us you are actively seeking work. Work available is automatically shown on our website, [www.theanaesthetistsagency.com](http://www.theanaesthetistsagency.com), as it comes in (where it may be searched and sorted), and automatically removed as it is filled, so the data there is valid.

### **Your Availability**

Again, please inform us often, by freephone, SMS text, fax, or email.

It probably changes rapidly, but helps us contact you more often when it is appropriate for you, and bother you less when it isn't.

### **Payday**

We pay by BACS (direct deposit) on Tuesdays. Cut-off time for submitting timesheets is about 11.00 am Tuesday morning. Payment should reach your bank account by the following Friday although may not show on your statement until close of business.

### **Timesheet Details Required**

We supply you with a timesheet for each locum, although a few hospitals use their own timesheets.

For each shift, accurately record these details on the timesheet: shift type, grade, times of starting and ending each shift; times of rest and meal breaks taken. *Sign it*, to show that this is your account of what happened, not ours. An authorised member of hospital staff must sign your timesheet to verify it. Your locum confirmation letter will outline any procedures specific to the hospital.

When hours exceed those expected, a brief explanation should be given justifying the claim. If unsure of the hours to claim, please discuss with a Consultant, a Secretary or a Staffing Officer.

### **Travelling Expenses**

The National Contract strongly discourages the payment of travelling expenses. Some

hospital policies may still allow it; if so, we shall inform you. Receipts would be required.

## Pay Rates

All work is to be recorded with accurate start and finish times, and paid hourly. Sessional rates are not permitted under the National Contract. Rest breaks and meal breaks must be recorded (European Law). Some hospitals pay for breaks and some do not. This is generally indicated on your locum confirmation.

## Holiday Pay – VERY IMPORTANT

Holiday pay is only paid to doctors who are our direct employees. It is not paid to private limited companies sub-contracting to us (see below). In addition, for health reasons, it should be paid to facilitate a holiday, and should not be paid in lieu of holiday. We retain it until you claim it.

For accounting purposes, our Holiday Years end on 31 December. All holiday pay earned in the preceding twelve months must be claimed before that date or you lose your legal right to it. We shall use the contact information we hold to repeatedly remind you as year-end approaches, so do keep this information current.

However, if you do not claim by 31 December, but do claim it within the following six months (to 30 June), we shall still pay it. After that, we do not undertake to pay it.

## Tax Codes

We employ you (unless you are employed by your own limited company: see below). We must deduct PAYE tax. Our Inspector of Taxation usually rejects self-employed status for locums.

If we are not your *main* employer (which we assume we are not, unless you state otherwise):

- we use “BR”, Basic Rate, currently 20%, on all earnings. After some months HMRC may make this 40%, if they establish you have high earnings elsewhere.

If we are your main or only employer (which you may state on Form P46 we send you):

- and if you provide a current P45, we use the code and earnings figures on it
- and if you do not send us a current P45, we use the “Emergency Code” currently in use, (e.g. 647L in 2010-11 tax year) until HMRC instructs us which cumulative code to use. We then use that code, and pay any tax refund due to you with your next pay.

## Limited Company / Self Employed

One alternative to being employed by us is to be employed by your own private limited company. Your company invoices us, and we pay its invoice gross. Payments of this

type to UK-based companies may be examined by HMRC. Another alternative is to be self-employed. Your accountant should advise you.

### **National Insurance: Deferment**

We must deduct National Insurance (NI) unless we receive an instruction from the Department of Social Security (DSS) to the contrary. To explain: If you currently have another job in which you pay maximum NI contributions throughout the whole of the tax year, you should inform DSS that you have more than one employer, that you pay maximum NI contributions through one of them, and that you wish to “defer” NI payments through other employers. In about six weeks DSS instructs each of your other employers to refund directly to you any NI already taken by them during the current tax year, less 1% which is payable on all earnings, and to make future payments to you during the current tax year deducting only 1% NI. This instruction is valid for one tax year only. You must re-apply each tax year. We have the application form - please ask for it.

### **Enquiries Regarding Pay, Tax, National Insurance**

Agency: Tel 0800 917 2255  
Tax Office: West Hampshire Area, 8 Ogle Road Southampton, Hampshire, SO14 7HX. Our Reference Number there is 663/A1226

### **Leaving**

If you tell us we are no longer your main employer we issue a P45 which summarises your earnings and tax details up to that date. If you are still in our employ at year-end, we issue a P60 at that time showing your annual pay, tax and NI contributions.

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## **The Anaesthetists Agency Terms & Conditions of Engagement for Doctors who are our EMPLOYEES (KEEP THIS COPY FOR YOUR RECORDS)**

1. The Anaesthetists Agency (the Agency) is an employment business. You shall be employed by us under a “contract of service”, ie a contract of employment.
2. The Agency agrees to use its best endeavours to introduce the anaesthetist (the doctor) registered with the Agency, to hospitals and other medical establishments for engagements and/or assignments which it deems are suitable for the doctor by reason of his or her qualifications and experience.
3. The Agency reserves the right to terminate the registration with it of the doctor without notice.
4. The offer to the doctor through the Agency of an engagement or assignment shall be subject to approval by the hospital or other medical agency concerned, to which the doctor's professional details, references and medical details shall be submitted, but the doctor is not obliged to accept such offer.
5. In the event of the doctor accepting an offer in accordance with paragraph 3 hereof and subsequently being unable or unwilling for whatever reason to commence or complete the engagement or assignment, the doctor undertakes to notify the Agency accordingly forthwith. The doctor shall give the Agency as much notice as possible of any such change and, in every case, at least twenty-four hours notice shall be given.
6. *“The hourly rate of pay shall not be less than the statutory minimum wage.”*  
(Employment law requires us either to include this phrase, or else state rates, which are complicated, often change and become out of date, and are sometimes negotiable. This is easier, and certainly true!)

Payment in respect of engagements or assignments shall be made to the doctor at our current rates, less any deductions in respect of or on account of Income Tax and National Insurance Contributions as may be required by law.

Payment will be made by the Agency on Friday of each week, to those doctors submitting a valid completed timesheet by 11 am on Tuesdays. No payment shall be made in respect of periods during which no engagement or assignment has been arranged, nor during which the doctor is on holiday or unavailable for any other reason, unless the Agency is required to make such payment(s) under employment law in force at the time. The Agency shall pay the doctor whether or not the hospital or client pays the Agency.

7. Holiday pay will accrue to the doctor at the rate of one hour for every twelve hours worked, ie at 8.3% of gross pay. Holiday pay should be drawn for use during four weeks holiday per year. No other pay is payable in respect of holiday taken.
8. To comply with the Agency Worker Regulations (AWR) introduced on 1<sup>st</sup> October 2011, all relevant pay and conditions will apply following a qualifying period of 12 weeks.

9. Throughout the period during which the doctor is registered with the Agency the doctor shall:

- (i) maintain such registration with the General Medical Council as may, in the opinion of the Agency, be appropriate;
- (ii) arrange, for the duration of a locum, membership of a recognised medical defence organisation providing professional indemnity insurance, if a locum position accepted by the doctor requires such insurance and the doctor has been informed of this requirement by the Agency;
- (iii) produce, upon commencement of an engagement or assignment, to the appropriate hospital or authority and otherwise on demand, proof of identity and certificates of registration and membership referred to in sub-clauses (i) and (ii) above.

10. During the course of any engagement or assignment the doctor shall behave as if under the direct control of the hospital or other medical agency and will observe all regulations applicable to him/her and comply with all lawful requests relating to the performance of his or her duties.

11. The Agency reserves the right without reason to terminate any engagement or assignment at any time. Though the doctor shall be entitled to notice of one hour only, as much notice as possible shall be given as a matter of courtesy.

12. The doctor agrees at all times:

- (i) to indemnify the Agency in respect of any claims, costs, expenses or otherwise arising out of any engagement or assignment;
- (ii) not to act in any manner detrimental to the interests of the Agency;
- (iii) to perform the duties allocated to him or her by any hospital or other medical agency in a proper professional manner and to the best of his or her ability.

13. The doctor agrees that, in the event of an Inquiry at a hospital, the doctor will attend the hospital if required to do so, regardless of whether his or her work with the hospital has been completed or his or her contract with the Agency has been terminated or the Agency has ceased to exist.

**Signed:**

Name: \_\_\_\_\_  
Please print

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**The Anaesthetists Agency Terms & Conditions of Engagement for LIMITED COMPANIES OR SELF-EMPLOYED DOCTORS (KEEP THIS COPY FOR YOUR RECORDS)**

1. The Anaesthetists Agency (the Agency) is an employment business. You will be engaged under a Contract for Services, ie a contract to provide a service. You will not be employed by us.
2. The Agency agrees to use its best endeavours to introduce the anaesthetist (the doctor) registered with the Agency, to hospitals and other medical establishments for engagements and/or assignments which it deems are suitable for the doctor by reason of his or her qualifications and experience.
3. The Agency reserves the right to terminate the registration with it of the doctor without notice.
4. The offer to the doctor through the Agency of an engagement or assignment shall be subject to approval by the hospital or other medical agency concerned, to which the doctor's professional details, references and medical details shall be submitted, but the doctor is not obliged to accept such offer.
5. In the event of the doctor accepting an offer in accordance with paragraph 3 hereof and subsequently being unable or unwilling for whatever reason to commence or complete the engagement or assignment, the doctor undertakes to notify the Agency accordingly forthwith. The doctor shall give the Agency as much notice as possible of any such change and, in every case, at least twenty-four hours notice shall be given.
6. *“The hourly rate of pay shall not be less than the statutory minimum wage.”*

(Employment law requires us either to include this phrase, or else state rates, which are complicated, often change and become out of date, and are sometimes negotiable. This is easier, and certainly true!)

Payment in respect of such engagements or assignments shall be made to the doctor or to the company supplying the doctor's services to the Agency, at our current rates.

Payment will be made by the Agency on Friday of each week, in respect of those doctors submitting a valid completed timesheet by 11 am on Tuesdays. No payment will be made in respect of periods during which no engagement or assignment has been arranged, nor during which the doctor is on holiday or unavailable for any other reason. The Agency shall pay the company whether or not the hospital or client pays the Agency.

7. You should take four weeks absence or holiday per year but the Agency is not liable to pay any holiday pay during such period(s).
8. To comply with the Agency Worker Regulations (AWR) introduced on 1<sup>st</sup> October 2011, all relevant pay and conditions will apply following a qualifying period of 12 weeks.
9. Throughout the period during which the doctor is registered with the Agency the doctor shall:
  - (i) maintain such registration with the General Medical Council as may, in the opinion

of the Agency, be appropriate;

(ii) arrange, for the duration of a locum, membership of a recognised medical defence organisation providing professional indemnity insurance, if a locum position accepted by the doctor requires such insurance and the doctor has been informed of this requirement by the Agency;

(iii) produce, upon commencement of an engagement or assignment, to the appropriate hospital or authority and otherwise on demand, proof of identity and certificates of registration and membership referred to in sub-clauses (i) and (ii) above.

10. During the course of any engagement or assignment the doctor shall behave as if under the direct control of the hospital or other medical agency and will observe all regulations applicable to him/her and comply with all lawful requests relating to the performance of his or her duties.

11. The Agency reserves the right without reason to terminate any engagement or assignment at any time. Though the doctor shall be entitled to notice of one hour only, as much notice as possible shall be given as a matter of courtesy.

12. The doctor agrees at all times:

(i) to indemnify the Agency in respect of any claims, costs, expenses or otherwise arising out of any engagement or assignment;

(ii) not to act in any manner detrimental to the interests of the Agency;

(iii) to perform the duties allocated to him or her by any hospital or other medical agency in a proper professional manner and to the best of his or her ability.

13. The doctor agrees that, in the event of an Inquiry at a hospital, the doctor will attend the hospital if required to do so, regardless of whether his or her work with the hospital has been completed or his or her contract with the Agency has been terminated or the Agency has ceased to exist.

**Signed:**

Name: \_\_\_\_\_  
Please print

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

<b>New Doctor Registration Document Checklist *</b>		<b>Tick</b>
<b>Application Pack Forms</b>		
Completed and signed Application Form		
Signed Working Time Directive Opt-Out Agreement		
Signed Terms & Conditions of Engagement		
Completed and signed Declaration of Health		
Completed and signed Staff Members' Handbook Declaration		
Completed and signed Equal Opportunities Form		
Completed and signed Agency Worker Induction		
Completed CRB Disclosure Application Form		
<b>Personal Documents</b>		
Photo ID – Passport or Driving License		
Evidence of right to work in UK, if applicable (i.e. stamp in passport)		
One named and witnessed passport size photograph		
Initial GMC certificate		
Current GMC certificate		
Current medical defence insurance **		
Basic medical degree		
Further medical degrees		
Evidence of valid Health & Safety training **		
Evidence of valid life support training (BLS, ALS, ATLS, EPLS, etc.)		
Up to date CV		
Details of a recent Appraisal – when, where, with whom (and their GMC No.)		
Popumet Certificate **		
<b>Health Documents</b>		
Proof of immunity to Hepatitis B ***	Copy of lab report from Occupational Health	
Proof of immunity to Chicken Pox ***	Copy of lab report from Occupational Health	
Proof of immunity to Rubella ***	Copy of lab report from Occupational Health or evidence of full course of vaccinations	
Proof of immunity to Measles ***	Copy of lab report from Occupational Health or evidence of full course of vaccinations	
Proof of immunity to Mumps ***	Copy of lab report from Occupational Health or evidence of full course of vaccinations	
Proof of protection against TB	Original or copy letter from Occupational Health stating they have seen your BCG scar or, if you have not been vaccinated, evidence of a Heaf or Mantoux test	

\* If you are within the United Kingdom, you may use the pre-paid Royal Mail Special Delivery envelope enclosed to submit your original documents. These will also then be returned to you by Special Delivery once we have confirmed with you a suitable day for their return.

\*\* If you possess this.

\*\*\* If you do not have this, we suggest that you first contact your hospital Occupational Health department to see if they will do a blood test for you. If you are unable to get the test done elsewhere, please let us know and we can send a blood sample kit to you.

**Please return your completed forms/documents to:**

**The Anaesthetists Agency  
Solent House, 5 Bath Road  
Lymington, Hampshire  
United Kingdom  
SO41 3RU**