Locum Solutions

Terms and Conditions

In order to register to use Our services ("Services"), you are required to accept Our terms and conditions, which include Our Privacy Notice ("Terms"). You must be over 18 to use the Service.

By ticking the “Agree” button you are confirming that you have read and understood the Terms.

Reference to “We” “Our” and “Us” in these Terms refers to Locum Solutions, the trading name of Ealing GP Limited, a private limited company with its registered office situated at 179c Bilton Road, Perivale, Greenford, England, UB6 7HQ, company number 09221436.

Reference to “you” in these Terms refers to the User.

1. DEFINITIONS

The following words will have the following definitions in these Terms:

Data Controller and Data Processor: “Data Controller” and “Data Processor” as such terms are defined in the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (“GDPR”);

GP Practices: GP Practices who hold NHS contracts;

Locum: A locum healthcare professional who has registered with Our Website;

Personal Data: “Personal Data” and “Sensitive Personal Data” as such terms are defined in the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;

Privacy Notice: the privacy notice attached to these Terms;

User: any person(s) who requires the Services being a Locum or a GP Practice;

Website: this website – www.locum-solutions.com

2. RECITALS

a. Reference to any statute or statutory provision includes a reference to the same as from time to time amended, re-enacted or consolidated (whether before or
after the date of these Terms) and all statutory instruments or orders made pursuant to it.

b. The contents page and headings are included for ease of reference only and do not affect the interpretation of these Terms.

c. Where the context so admits, words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural and words importing the plural shall include the singular.

d. References to clauses are, unless otherwise stated, references to clauses in these Terms.

e. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person’s personal representative, successors, and permitted assigns.

f. A reference to any User shall include that User’s personal representatives, successors, and permitted assigns.

g. A reference to ‘writing’ or ‘written’ includes electronic forms and the sending or supply of notices in electronic form.

3. VARIATION OF TERMS

a. In the event that We update the Terms on this Website you will be informed as soon as you log in. You will be deemed to have accepted the changes if you continue to use the Website.

4. SERVICES

a. Locum Solutions is a free service whereby We provide a forum where the User can locate and recruit available Locums to fill any vacancy within their organisation. It is specifically designed to assist GP Practices in finding and placing Locums efficiently and within a secure environment, and for Locums who are looking to be placed.

b. This Website has been established by Us to be utilised as a communications forum allowing GP Practices to find Locums and for Locums to be able to register for sessions.

5. USING THIS WEBSITE

a. By using this Website, you agree to register as either a Locum or a GP Practice and by doing so, you agree to provide Us with certain information which shall include (where applicable):

   i. Name of GP Practice or Locum;

   ii. E-mail address (for GP Practices this must be a NHS email address);
iii. Name of person registering and the relationship to the GP Practice;
iv. GMC/NMC Number;
v. Details of Identity;
vi. Availability of Locum;
vii. Confirmation of fitness to practise;
viii. Required Qualifications;
ix. References.

b. We reserve the right to check the details supplied by the User to verify the accuracy, but you are ultimately responsible for the information supplied.

c. The User also grants Us the right to access the User’s account for the purposes of providing Our services, monitoring, improvement or upgrading the same.

d. If the User becomes aware of any unauthorised use of your account or any information that may be incorrect, fraudulent or otherwise misleading, then please contact Us by emailing: ealing.gpfed@nhs.net

6. INFORMATION PROVIDED BY THE USER

a. All information supplied to Us via this Website shall be used for the sole purpose of providing the Service as described within clause 1 herein and subject to Our Privacy Notice.

b. All information shall be held securely by Us and shall be deleted upon the request of the User or no later than 6 years after the last activity of the User.

c. By providing Us with any User details, the User represents and warrants that (where relevant and applicable):

i. the details supplied are up to and accurate and complete;
ii. the User is not using a false name or impersonating anyone else;
iii. the User has the required power and authority and have obtained all consents (where necessary) to provide Us with your registration details for use in accordance with these terms;
iv. the User is fully licensed and registered to lawfully provide the relevant healthcare services;
v. all necessary qualifications and membership of all and any necessary statutory, regulatory and/or professional bodies have been obtained;
vi. appropriate indemnity insurance in place;
vii. the User has never been disqualified from acting as a healthcare professional in any country; received any criminal convictions;
viii. the User is not aware of any reason or reasons why the User might not be suitable to act as a Locum for healthcare services;
ix. the User will notify Us immediately if any of the User details change;
x. the Website is password protected and all information is stored on a secure server, which only Our designated officers have access to.

7. REGISTRATION

a. In order to register, you need to log onto the Website and click the ‘Register’ button. You will need to complete the required information, including your name, contact email address and, where you are registering as a GP Practice, you will need to include the name and address of the GP Practice.
b. If you are registering as a Locum, you will need to complete your personal details and upload the documents required for the type of Locum role you will be applying for.
c. Once your account has been verified, you will then have full access to either the GP Practice or Locum part of the Website, as relevant.

8. USE OF WEBSITE

a. Once registered, you will be able to utilise the site in the following manner:
   i. If you are a **GP Practice**, you will be able to advertise any available vacancies by:
      * Setting out what requirements you need from a Locum;
      * Setting out the number of sessions/days the Locum is required to work;
      * Indicate the time period required for the Locum work;
      * Indicate fees/rates of pay;
      * You will also be given an option to leave feedback by a star rating system or a “thumbs up” rating.
   ii. If you are a **Locum**, you will be able to:
      * Upload the required documents as set out in clause 5 above;
      * Set out any requirements or special conditions of work;
      * Confirm your availability;
b. Please note that the User is solely responsible for their own User accounts and any documents or statements that the User makes on this Website. Whilst We may reserve the right to check that the documents submitted are in accordance with the requirements at clause 5, We do not warrant or otherwise represent that these documents or statements are correct and true.

c. The User shall be entitled to update their User details from time to time.

d. It shall be entirely the User’s responsibility to ascertain whether a Locum is suitably qualified and/or capable of performing any role and delivering any service. GP Practices are strongly advised to ensure that they are satisfied to the suitability of any Locum and are advised to engage the Locum on suitable terms. Equally, any Locum is advised to check the suitability of the Practice and any terms offered as against any advertisement before accepting any position.

e. The User is encouraged to take adequate legal or other professional advice before entering into any formal engagements.

f. Use of this Website does not preclude the User from advertising on any other advertising forum.

9. LIABILITY

a. We do not accept, and expressly exclude, any liability for any incorrect information uploaded to this Website and any consequences arising out of the use of such information.

b. Nothing in these Terms, including this clause shall exclude or limit any warranty or liability to the extent that the same may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by Our negligence.

c. Any condition, warranty, representation or other terms concerning Our Website or services, which might otherwise be implied into or incorporated in these Terms, or whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

d. While We will use every effort to ensure that Our Website is available to you, some of the functions of Our Website rely on an internet connection being sustained and the appropriate equipment being maintained. The provision of this Website is on a ’as is’ and ‘as available’ basis only.

e. We do not, in anyway, warrant that:

   i. your use of Our Website will meet your requirements,

   ii. your use of Our Website will be uninterrupted,
iii. your use will be timely, secure or free from error defects in the operation or functionality of Our Website; and/or

iv. defects in the operation or functionality of Our Website will be corrected, rectified or remedied.

f. Any material downloaded or otherwise obtained from or accessed through your use of Our Website is done so at your own discretion and risk, and you will be solely responsible for any damage, loss or prejudice to your computer system or other device or loss of data that result from the download or access of any such material.

g. We shall not be liable to you for:

   i. any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of your use of this Website and/or its non-availability;

   ii. loss of profit business revenue, goodwill and anticipated savings;

   iii. any trading or other losses which you may incur as a result of or reliance upon any content on the Website;

   iv. the deletion, corruption or failure to store any content and other data maintained or transmitted by or through your use of Our Website; or

   v. any effect which the use of the Website may have on any software you use.

h. You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit or loss of reputation) and all interest, penalties and legal costs and all other reasonable professional costs and expenses suffered or incurred by Us, arising out of any breach of these Terms by you.

10. FEEDBACK

a. A User that engages a Locum will be given the option to leave feedback regarding any Locum that applies for and/or is offered a position. Feedback can be left any anytime. Please note that if you are a Locum and you are offered a position which you accept and then subsequently cancel, this may affect your feedback.

b. We urge the User to only advertise or accept positions where they have a genuine intention of following through afterwards. Whilst We accept that there may be genuine circumstances whereby the User may have to withdraw his application or advertisement, this may affect any subsequent feedback and result in a lower rating.
11. LICENCE TO USE OUR WEBSITE

a. In exchange for you agreeing to fully comply with and be bound by these terms, we hereby grant you a non-exclusive, non-assignable, non-transferable, license to use Our Website for the purposes set out in these terms.

b. The User is not permitted to:

i. access (or attempt to access) any part of Our Website by **any** other means other than the interface as provided by Us;

ii. upload or enter any information that imposes, or may impose (in each case in Our sole discretion) an unreasonable or disproportionately large load on Our infrastructure;

iii. copy, duplicate, reproduce, rent, lease, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display any part of Our Website without prior written consent from Us;

iv. interfere or attempt to interfere with the proper working of Our Website or any activities conducted via the same;

v. bypass any measures We may Use to prevent or restrict access to Our Website;

vi. attempt to reverse engineer, decompile or otherwise seek to obtain access to any source code in Our Website;

vii. engage in any activity that interferes with or disrupts Our Website or the servers and networks that are connected to Our Website.

12. FEES

a. There is no fee, charge, licence fee or any other remuneration or benefit in kind associated with the use of this Website.

b. We shall be entitled to suspend or terminate your access to the Services in the event that the Services fee is not paid when due.

13. PERSONAL DATA

a. In order to use our Website, you may be required to disclose to Us Personal Data. Our use of all Personal Data shall be governed by Our Privacy Notice.

b. If you do so disclose such Personal Data to Us and:

i. that Personal Data relates to someone else, you warrant and represent to Us that you have secured all consents and permissions, and have taken all actions necessary, as may be required by applicable law for the purposes of storage by Us of any such data relating to third parties in the provision of Our
Website and use of the Personal Data in accordance with these Terms and Our Privacy Notice; and

ii. that where Personal Data relates to you, you consent to the use of such Personal Data in accordance with these Terms and Our Privacy Notice.

c. The User shall agree to comply with all relevant and current Data Protection Laws and any subsequent legislation in respect of any Personal Data uploaded onto this Website.

d. The User agrees to:

i. only using Personal Data uploaded onto this Website for the purpose as set out in clause 4 herein;

ii. to advertise or to secure a position or to fill a vacancy;

iii. Any such other legal purposes as are strictly required by the User’s business or applicable in law to the User to comply with any applicable legislation;

iv. Ensuring the User has adequate security measures to protect unauthorised access to this Website;

v. Comply with any reasonable data requests whether received by you or by Us in respect of an individual whose data We have stored and you have accessed;

vi. Notify Us immediately upon becoming aware of a data breach or any data related requests received by you in respect of any Personal Data held by you obtained from this Website.

e. It is acknowledged that, for the purposes of the Data Protection Laws, any provision of the Personal Data of a User by that User is done for the purposes of giving us consent to process that Personal Data in accordance with these Terms on this Website. The User shall be considered to be a Data Controller of that Personal Data and We will process such Personal Data on their behalf as a Data Processor and use of such Personal Data will be governed by our Privacy Notice.

f. It is further acknowledged that in respect of Locums who have been accepted by a GP Practice User to fill a vacancy, both Us and the GP Practice User will act as Data Controllers.

g. The User hereby agrees to indemnify Us from any claims, liability, loss or damage, costs and expenses (including legal expenses) awarded or incurred against or paid by Us as a result of the unauthorised provision of Personal Data to Us in relation to Locums.

14. INTELLECTUAL PROPERTY
a. We own or licence all legal rights, title and interest in and to Our Website and Our services, including any intellectual property rights which subsist therein (whether those rights happen to be registered or not, and wherever in the world those right may exist) and that all intellectual property rights in the services [including the source code in Our Website] belong to and shall remain vested in Us (or where relevant Our licensors). Nothing in these Terms shall confer on you any right, title or interest in any intellectual property rights (except the rights of use set out in these Terms).

b. You agree not to use any of the trademarks, trade names, service marks, copyrights, logos, domain names, and/or other distinctive brand features belonging to Us or any third party unless you have valid written permission to do so. You agree not to alter, remove or obscure any proprietary notices (including copyright and trademark notices) which may appear in or be held within Our Website.

c. In the event that your use of Our Website, if used in accordance with these Terms, infringes any intellectual property rights of a third party, We may, at Our sole discretion and expense, replace or modify Our Website so that it is no longer infringing or obtain for you the right to continue using Our Website. This therefore constitutes your sole remedy in relation to any such infringement.

15. TERMINATION

a. We may at any time at Our discretion disable your User account and terminate these Terms with no liability to you.

b. Following termination for any reason, We reserve the exclusive right and prerogative to retain, maintain, archive, protect, use or store any personal data or such information as We may receive from you, only for as long as is reasonable and (other than as described in more details in Our Privacy Notice), strictly necessary to comply with Our legal obligations, resolve disputes and enforce agreements.

c. On termination of these Terms the licence granted under these Terms shall immediately terminate.

16. SURVIVAL

a. This clause and the following clauses shall survive the termination of these Terms:

   i. Clause 1 – Definitions
   ii. Clause 2 – Recitals
   iii. Clause 9 - Liability
   iv. Clause 13 – Personal Data
v. Clause 14 – Intellectual Property
vi. Clause 15 – Termination
vii. Clause 17 – Status
viii. Clause 18 – General
ix. Clause 19 – Law and Jurisdiction

17. STATUS
a. Nothing in these Terms shall create or be deemed to create a partnership or the relationship of employer and employee between you and Us.

18. GENERAL
a. You shall not assign, transfer or sub-license any of your rights or obligations under these Terms. We may at any time assign all or any of Our rights and transfer all or any of Our obligations under these Terms.

b. Failure or neglect by Us to enforce any of the provisions of these Terms at any time shall not be construed or deemed to be a waiver of Our rights, nor shall this in any way affect the validity of the whole or any part of these Terms, nor prejudice Our rights to take subsequent action.

c. of hostilities (whether war is declared or not), or in the event of a national emergency or terrorist intervention.

d. If any part of any provisions of these Terms shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provisions.

19. LAW AND JURISDICTION
a. These Terms shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.