

## CONTACT DETAILS

**Address:** Life Chambers, One Crown Square, Woking, Surrey, GU21 6HR

**Telephone:** 02081338400, **Fax:** 02080433400 **Email:** mike@lifechambers.co.uk

**Office Hours:** 08:30 - 17:30 Monday to Friday, excluding Bank and Public Holidays

## DRESS CODE

Life Chambers insists upon a very high standard of dress code for locums. With the exception of ERI's, track suit bottoms are not allowed: smart black or dark blue trousers are the norm with plain black shoes. Piercings should be covered or removed, and jewellery minimal. Nurses are requested to refrain from wearing non-uniform items such as cardigans or fleeces in the clinical setting and should be bare below the elbows in accordance with infection control standards.

Please also note that if you are working in the MOD and are staying in a Mess, you are requested not to wear jeans or trainers. Messes have individual dress codes, but on some evenings, locums will be required to dress smartly so you are advised to pack jacket, tie, shirt and trousers (or equivalent for females).

## TIMESHEETS/PAY

All locums must submit their timesheet for signature to their line manager within one day of the end of their working week.

All locums are strongly advised to telephone Life Chambers on Monday afternoon to confirm that your timesheet has been received. The deadline is 2.00pm on Monday. Payment will not be made without receipt of a timesheet, signed by the client/line manager.

Please note that you will **not be paid** for any overtime; additional hours or worked through breaks unless you have approval from your line manager. This approval must be provided in writing to Life Chambers, wherever possible approval on the relevant timesheet is preferred.

Please note that you risk not being paid enhancements for work on public and bank holidays, if you do not clear with your recruitment consultant first that the client has agreed enhancements apply.

## TRAVEL TO WORK

Life Chambers regards locum daily travel as a Health & Safety issue. Overtired locums may put themselves, their patients or their colleagues at risk. For this reason, Life Chambers sets limits on locum travel time each day from place of residence to place of work. Life Chambers staff will check the daily travel time of locums by using the appropriate website for car, train or bus. The rules are as follows:

- For locums working routine 7 to 8-hour daily shifts, the permitted each way daily travel time is 1.5 hours.
- A maximum of 2 hours each way each day may be agreed in some instances on these 7 to 8 hours daily shifts.
- For locums working 12-hour shifts, the maximum permitted daily travel each way is 1 hour.
- If any locum is routinely exceeding these travel times to fulfil shifts (ignore ad hoc accidents on the route which will increase the journey time as a one-off), Life Chambers may come to an arrangement with the locum on local bed & breakfast accommodation or replace the locum with the agreement of the client with a more local person.

**Independent Healthcare Expertise for General Practice**

T: 02081338400 M: 07870 682753 E: mike@lifechambers.co.uk

[www.lifechambers.co.uk](http://www.lifechambers.co.uk)  
Life Changing Care Ltd

Company No. 09789147

## **HOLIDAYS/SICKNESS/PERSONAL EMERGENCIES**

Please note that you will not be required to work on bank holidays/public holidays unless a special arrangement has been agreed with your Recruitment Consultant. Local and national bank holidays in the country you are working will apply. If you require a note of these dates, please ask.

In the event of sickness and resultant absence from work, please advise your line manager and Life Chambers with as much notice as possible on the first day of sickness. It is important that Life Chambers is advised to ensure that it has the earliest opportunity to source cover for your sickness, should this be required. You should not assume that your line manager will advise Life Chambers on your behalf. If the sickness requires you to be absent for more than one day, please update LIFE CHAMBERS regularly, so that we can update your line manager and save you that additional task.

Every locum may want to take leave at some point for personal or family reasons. However, when seeking to book leave, you should take cognizance of the fact that your decisions impact patients and so follow this holiday booking procedure as follows:

- Advise Life Chambers in the first instance of your proposed leave dates
- Life Chambers will then follow protocol and propose these leave dates to your line manager.
- Once your line manager has agreed these leave dates, these will be confirmed back

Also, please where possible, initiate this process 4 weeks' before the leave taking period proposed, so that your line manager has ample time to respond and so that he/she can give Life Chambers early warning if a replacement locum is required to cover the post and patients in your absence".

## **DUTIES/RESPONSIBILITIES/CONDUCT**

Life Chambers locum staff are not obliged to accept any assignment, job or placement offered by Life Chambers but if the locum does accept an assignment, during every assignment and afterwards where appropriate, s/he agrees to the following

- Abide by such rules and regulations of the Client as are relevant to independent contractors
- Observe any relevant rules and regulations of the client's establishment (including normal hours of work) to which attention has been drawn or which the locum might reasonably be expected to ascertain.
- Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the assignment and comply with the Health and Safety policies and procedures of the client;
- By accepting an assignment from us you are declaring yourself fit to carry out that assignment. You also agree to inform us immediately if you are injured, diagnosed with any condition or become pregnant following submission of this form.
- Not engage in any conduct detrimental to the interests of Life Chambers and/or the client which includes any conduct which could bring Life Chambers and/or the client into disrepute and/or which results in the loss of custom or business by either Life Chambers or the client;
- Not commit any act or omission constituting unlawful discrimination against or harassment of any member of Life Chambers or the client's staff;

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- Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the client's or Life Chambers' employees, business affairs, transactions or finances.
- On completion of the assignment or at any time when requested by the client or Life Chambers, return to the client or where appropriate, to Life Chambers, any client property or items provided to the locum in connection with or for the purpose of the assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- If, either before or during the course of an assignment, the locum becomes aware of any reason why s/he may not be suitable for an assignment, s/he shall notify Life Chambers without delay.
- Following our Enhanced Disclosure check you agree to inform us immediately if you are subject to any criminal investigation or prosecution.
- You agree to inform us immediately should you become the subject of any investigations or disciplinary action following the submission of this form.
- Locums are not permitted to change agency from Life Chambers during an assignment or extension of that assignment, with or without client support, unless expressly agreed in writing by Life Chambers.
- Locums are expected at all times to behave in a responsible, professional and ethical manner in line with the requirements of their registration body, NICE guidelines and clinical updates.
- Please pay special attention to punctuality, the dress code and common courtesy, quality of care and clinical procedures, respect for clients, colleagues and supervising staff and confidentiality and integrity.
- Locums must at all times treat patients and their families with respect and dignity.
- Locums are responsible for their own actions in relation to patients. Locums must accept all reasonable requests and use their (professional) judgement.
- Locums may occasionally be offered a nightly accommodation allowance by the client which is to cover the costs of hotel/bed and breakfast accommodation. If you decide to use this allowance to rent any other type of accommodation (e.g. Room, flat or house rental), you agree to take full responsibility for the costs of the rental and agree that LIFE CHAMBERS are not responsible for payment of the rent.
- Locums should never attend work under the influence of alcohol or illicit drugs.
- Locums are not allowed to accept gifts of any type from patients or to witness patient wills or other legal documents or to offer patients financial advice.
- Locums are not permitted to discuss pay rates or remuneration with other locums or any other party outside Life Chambers.
- Locums must take a minimum of half hour break on any shift over six hours.
- Locums must not use mobile phones while on duty and should ensure that all phones are switched off for the duration of the shift.

## TERMINATION

Life Chambers and/or the client may terminate the assignment at any time without prior notice or liability. Locums are required to give a 1-week notice period to terminate an assignment to enable Life Chambers and/or the client to source a suitable alternative. If the locum does not inform the client or Life Chambers that they are unable to attend work during the course of an assignment this may be treated as termination of the assignment by the Locum, unless the Locum can show that exceptional circumstances prevented him or her from meeting their obligations.

The locum acknowledges that the continuation of an assignment is subject to and conditioned by the continuation of the contract entered into between the Life Chambers and the client. In the event that the contract between Life Chambers and the client is terminated for any reason the assignment may cease with immediate effect without liability to Life Chambers (save for payment for hours worked by the Locum up to the date of termination of the assignment).

## HEALTH & SAFETY

Locums, like other employees, are governed by the Health & Safety at Work Act 1974 and The Health & Safety Work Regulations 1992. Locums must take reasonable care for the health and safety (H&S) of themselves and others who might be affected by their acts or omissions. Locums must cooperate with employers and others to meet statutory duties and legal requirements.

Locums must never misuse anything recklessly provided for H&S or welfare reasons and must use equipment safely. Locums must follow H&S advice and report anything thought to be dangerous. They must also report any failings in the H&S set up. It is the client's responsibility to familiarise locums with local H&S policies, the location of fire escapes, and first aid staff. Locums have the right to express concerns over H&S arrangements, and if these concerns are not met, the locum has the right to terminate the assignment without consequence for future employment through the agency.

## EQUALITY & DIVERSITY

Please see the relevant company policy for full details of our Equality and Diversity policy. Life Chambers is committed to equality and diversity and will promote this in all business activities. Honeybee Recruitment will treat everyone equally irrespective of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, religion, political beliefs, membership of a trade union or spent convictions. Any members of staff who act in breach of this policy will face disciplinary action.

## DISCIPLINARY PROCEDURES

The disciplinary process is designed to ensure that all Life Chambers locums perform and conform to the desired professional and ethical standard.

Should the need arise for a disciplinary process in the light of your conduct or behaviour, the following will happen:

- Facts will be obtained
- The locum will be advised of their rights
- An investigation will ensue with witness statements where possible being obtained
- A disciplinary meeting may be held

Prior notice will be given of a disciplinary meeting and the locum may be accompanied by a friend, a colleague or a trade union official. The locum will have reasonable amount of time to prepare for the meeting and a letter will lay out the case in advance of the meeting.

Verbal warnings will be backed up in writing and will stay in force for 6 months. Any further misconduct for anything will result in a further disciplinary meeting. Written warnings, written by a Director or senior Manager, will stay in force for 12 months. If there are no further misconduct actions in the 12 months, then the written warning will be removed.

Final written warnings will be issued by a Director or senior Manager and remain in place for 18 months. Again, if no misconduct actions arise in this 18-month period, then this final written warning will be removed.

If at any time, when any of the above warnings are in place, the locum continues to fail to behave properly or commits further breaches of acceptable behaviour and performance, the locum may be dismissed from the agency with immediate effect.

Summary dismissal, under any circumstances, is immediate dismissal without notice or pay in lieu for cases where the locum commits gross misconduct or clearly demonstrates no intention to abide by professional or ethical standards or the terms and conditions. No prior warning is needed.

Examples of disciplinary offences – the list is not comprehensive – are threatening or abusive behaviour, arriving at work intoxicated, theft or fraud, serious breaches of agency or client rules, wilful damage or misuse of agency or client property, and wilful disclosure of confidential information.

Life Chambers reserves the right to omit steps in the disciplinary procedure if serious offences come to light whilst an investigation into another offence is under way.

If the locum feels that the disciplinary action is unfair, they should appeal in writing to a Director of Life Chambers. The appeal must be made within 5 days of receipt of the written confirmation of a warning or the date of dismissal.

## **REPORTING OF ABUSE OR INCIDENTS OF CONCERN**

Life Chambers take allegations of abuse very seriously and will not be able to assign you or let you continue to work, whilst an investigation is carried out. If allegations of abuse are well founded, Life Chambers may deregister you from the agency, report you to a professional body or even the police, depending on the seriousness of the incident. In the first instance, your recruitment consultant will discuss the allegation with you and the witness alleging the abuse and reach a decision and verdict on the available information. Appeals can be made to a Director whose decision is final. Appeals must be made in writing within 5 working days of the initial decision being notified to you.

If you suspect that abuse is taking place where you are assigned, or are yourself a victim of abuse, you should report your suspicions to the person in charge and then follow their internal procedures. Please advise us also of your concerns and we will report your suspicions to any relevant bodies, where we deem it appropriate. We may even withdraw you from the assignment, if you are being abused, for your own protection.

Abuse takes many forms and this list is not exhaustive: physical abuse such as punching and kicking; inappropriate restraint or sanctions; sexual acts without the consent of the patient

or where they are not capable of consent; psychological bullying including threats, humiliation, coercion, the withdrawal of support or services; financial exploitation such as fraud, pressure to agree to legal agreements, misuse of property or funds; neglect in all its forms; discrimination on racial, sexist, sexual orientation or disability grounds.

Life Chambers actively encourage locums to report abuse or incidents of concern and would remind locums that they have protection from retribution or victimisation, courtesy of the Public Interest Disclosure Act 1998. If you genuinely and in good faith believe that any of the following have occurred, then you should contact your recruitment consultant in the first instance and report your concerns: a criminal offence has been committed or is about to be; somebody is failing in their legal obligations or is about to; a miscarriage of justice has occurred or is likely to; health and safety has been put at risk or is likely to be; the environment has been damaged or is likely to be; or that any information pertaining to the foregoing has been concealed or is likely to be.

After contacting your recruitment consultant with your concerns, it is likely that you will be called as a witness to some form of hearing. If your allegation is in relation to your recruitment consultant, then you should contact a Director or senior Manager of Life Chambers. Any abuse of the reporting process will be judged as gross misconduct and may result in the complainant being summarily dismissed. Abuse of the system would include malicious allegations or allegations made for personal gain.

## **LOST EFFICIENCY/RESTORING EMPLOYABILITY**

Life Chambers supports locums back into employment, who have been suspended from post because of efficiency issues like below average attendance, inadequate time keeping, unauthorised leave, inadequate reporting of time off for sickness or personal emergencies or personal issues affecting behaviour. The agency's decision is final regarding who it is willing to restore to efficiency. There are a number of processes involved:

- A Restore to Efficiency Interview takes place face-to-face or on the phone. This is the starting point for the restoration of efficiency. The interview will establish facts and give the locum the opportunity to offer mitigating circumstances. If the locum cannot admit to the deficiency or offers inadequate mitigation, so that no restoration is possible, then the locum will be stay off the Use List.
- If the locum confirms the deficiency, the agency will put in place a written plan for restoration which the locum will agree to in writing in the form of a Restoration to Efficiency pledge.
- The pledge will set a target deadline for restoration of the deficiency and an evidence test applied where practicable. By evidence test, LIFE CHAMBERS means proof of (re)training, proof of restored missing document to Evidence Pack, proof of professional help with a personal or medical issue, a written commitment to behave professionally including good time keeping and a good attendance record.
- After restoration of the deficiency, LIFE CHAMBERS will offer the locum back to the clients.

- If the clients accept the locum back, LIFE CHAMBERS will monitor the locum for a period specified in the pledge to ensure the corrective action has worked.
- The agency has a policy of a maximum of “two strikes and out” for what it deems to be unacceptable deficiencies. For what it deems very serious deficiencies, the agency will enforce a policy of “one strike and out”. The definition of a “strike” is at LIFE CHAMBERS’s discretion.
- LIFE CHAMBERS will also on individual candidate files keep a written record of the deficiency, the corrective plan, and the outcome of that plan. This will involve collating statistics in the case of sickness, unauthorised absence and poor time keeping.

## **EVIDENCE PACKS (MOD Assignments)**

The MOD takes security and clinical governance seriously for the protection of locums, patients and personnel. You are obliged on the first day of any new assignment to present to your line manager your completed Evidence Pack. You will have been advised of the contents of this Evidence Pack by your consultant during the registration and / or placement process. The MOD **reserves the right at any time** during an assignment to request view of your Evidence Pack, not just on day one of the new assignment. For this, amongst other reasons, it must be kept up-to-date and to hand. The MOD will give you reasonable notice of these routine, random audits.

It is a serious breach of agency regulations not to present an Evidence Pack or to present an incomplete one with missing or out of date information. The MOD reserves the right to suspend or replace you at its discretion. During suspension, you have no entitlement to pay, as you will have breached the Locum Handbook regulations.

## **RECORD KEEPING**

Patient care depends on effective record keeping.

Records must be made clear, legible, and indelible, factual, written as soon as possible after the moment, written in black ink and mistakes should never be blotted or scribbled out. A line should be put through the mistake with your initials, signature and date signed.

Records should be written with the involvement of the patient and in terms the patient or client can understand. Records must be in time and date order, identifying problems and their solutions.

Crucially, records should detail the care planned, the decisions made, the care actually delivered, and the information shared.

Locums clearly, as a result of their different duties and competencies, will be keeping different types of records. The above principles apply in all cases.

## **CONFIDENTIALITY**

All patient and client information is confidential and may only be disclosed to an authorised third party, if it is in connection with the treatment of the patient or in connection with an investigation. Please keep information from unauthorised eyes, where possible.

Consent is required to share information, be it from the patient or the client. Locums must make it clear to clients or patients that they are intending to share information with the team providing the care.

Where the patient or client is incapable of giving consent, permanent colleagues must be consulted. In that rare instance, when the patient withholds their consent, the locum may disclose in the public interest, if required by law or the courts, or if required for reasons of employability, security or operational necessity. You are advised to seek advice from your line manager or your registration body in this exceptional case.

**MOD Positions** – if you are undertaking a MOD assignment you will be requested by the base to sign the Official Secrets Act declaration. This is standard practice for anyone working for the Armed Forces. If you require further details, please speak to your Recruitment Consultant.

## **INTELLECTUAL PROPERTY RIGHTS**

The locum acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the client during the assignment shall belong to the client. Accordingly, the locum shall execute all such documents and do all such acts as LIFE CHAMBERS shall from time to time require in order to give effect to its rights pursuant to this clause.

## **DATA PROTECTION**

The locum warrants that in relation to these terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause LIFE CHAMBERS or the client to breach any Data Protection Laws. The locum consents to LIFE CHAMBERS, any other intermediary involved in supplying the services of the locum to the client (now or in the future), and the client:

- processing his/her personal data for purposes connected with the performance of the assignment and pursuant to these terms; and exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these terms.

## **SEVERABILITY**

If any of the provisions of these terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## **COMPLAINTS PROCEDURE**

If the locum has a complaint about how they were treated on assignment or by LIFE CHAMBERS staff, they should first of all direct that complaint to their recruitment consultant, putting the matter in writing. The consultant should acknowledge the complaint within 3 working days and resolve it within 15 days, unless it is a complex case involving government bodies, the registration body, the police or CQC. LIFE CHAMBERS will then resolve the complaint as quickly as practicable. The consultant will log actions taken in relation to the complaint in a central register.

If this procedure does not answer or satisfy the complaint at the 15 day point, then please write directly to the Board of Life Chambers at the following address within 5 working days:

The Directors, Life Chambers, 2 Thornash Villas, South Road, Woking, GU21 4JY



The Directors will under this Complaints Procedure explain and clarify the earlier decision within 3 working days of receiving your request for clarification. They will also offer a face-to-face meeting in the office, if required, within the subsequent 5 working day period.

If, at the end of this process, you are still not satisfied, then please write to the REC, the recruitment industry's representative body.

The address is as follows:

REC Professional Standards Team, REC, 15 Welbeck Street, London W1G 9XT

Here is an overview of the Process:

Day 1	Day 3	Day 15
Locum makes complaint to agency verbally initially and then in writing, complaint entered into central register and a record of agency actions kept	LIFE CHAMBERS acknowledge complaint in writing and confirms who will handle the complaint within LIFE CHAMBERS.	LIFE CHAMBERS resolve the complaint to the satisfaction of the locum with details in writing of actions taken and results.