

Candidate Terms & Conditions

Locum Life Recruitment PTY LTD Candidate terms & conditions

Locum Life Pty Ltd ('Locum Life', 'we' or 'us') provides introductory service's between candidates ('you') and our clients, organisations and individuals including hospitals, clinics and medical practices ('clients').

This document sets out the terms and conditions upon which our services are provided to you (document).

Locum Life identifies candidates and opportunities for the placement of candidates with clients, and assist with checking candidate credentials.

Our clients pay a fee for our services. We will not charge you for placing you with a client. If you request our assistance with migration, medical registration or other services we may charge you for some or all of these separate services. Whilst Locum Life may act as your agent for the period that you use our services, including the provision of assistance to you in negotiating your contractual terms and conditions, we are not your employer. If you obtain a placement with a client you will be engaged directly by the client either as an employee or independent contractor.

Before commencement of any placement the client will ask you to abide by the client's policies and procedures and may ask you to sign a written contract. As Locum Life is not your employer or contracting your services, we are not responsible for payment to you or provision of wages, expense reimbursements, travel costs, sick pay, annual or long service leave, superannuation contributions, workers compensation, medical indemnity insurance, medical registration, education/ training fees, or any other cost or expense you may incur.

As part of our quality assurance processes we may undertake a range of checks on candidates to help us determine whether a candidate is likely to meet the legislative and registration requirements for the positions to which they may be referred.

We may also conduct checks for good character and clinical and professional competence. You must fully and truthfully disclose all relevant information, and permit us to check that information including by way of contacting your referees.

Before we can represent you we will require that you sign a consent and disclosure form in which you must state any disclosures regarding your medical registration status, professional standing, criminal record, health status and overall fitness to practice.

Candidates may be subject to requirements imposed by regulatory bodies. For example, medical boards will require doctors to provide evidence from your current and previous medical registration bodies that you are a candidate of good standing and do not have restrictions on practice. You must disclose whether you have ever been investigated by any medical board,

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health complaints body or other statutory authority, suspended from duty pending investigation or have had your licence to practice revoked or cancelled or conditions/restrictions imposed for any reason.

We may inquire as to whether you have been investigated by other bodies including but not limited to State Health authorities, health complaints bodies, the New Zealand Health and Disabilities Commission and the Medical Practitioners Tribunal of New Zealand.

We may also conduct an internet search based on your name and professional experience to consider whether there are any adverse reports in the public domain that may influence our ability to represent you.

Clients (and where applicable regulatory or immigration authorities) may require evidence that you have no material or adverse criminal record and reserve the right to withdraw an offer of employment, refuse medical registration or refuse a visa depending on the nature of any criminal record. We will obtain your written consent prior to collection, use and disclosure of the results of any criminal record checks and/or working with children checks.

Medical boards require full disclosure of medical conditions. They may grant registration with the condition of medical supervision. You must declare any medical conditions (including physical, mental health or substance abuse conditions) that may adversely affect your ability to carry out your clinical duties. If you require a visa to work in Australia or overseas, regulatory authorities will ask about infectious medical conditions that may pose a health risk to the country, or chronic conditions, the treatment of which may place a financial burden on public health services.

You have a duty of continuous disclosure to Locum Life even after you have been accepted as a candidate and/or (in the case of a locum) placed with a client.

You must inform us immediately of anything that might impact on your ability to carry out your duties, and keep us up to date regarding any changes in your professional circumstances such as malpractice issues, registration restrictions, suspensions by a health or medical authority or an illness/disability that impacts upon your ability to practice.

Disclosures must be provided directly to Locum Life either verbally or in writing. However, any notification given verbally must be confirmed in writing within three business days in accordance with the notice requirements of this document.

Locum Life does not assist in payment of costs associated with any placement, such as relocation expenses or medical registration costs. Payment of such expenses is a matter for negotiation between the candidate and the client.

If we place you in a position and the client requests us to assist you with the registration and migration process, we may assist with this process to ensure that you are able to take up your position.

We strongly recommend that you have your own professional medical indemnity and medical malpractice insurance at all times, irrespective of whether you are provided with indemnity cover by a client. Please note that there may be specific legislative requirement concerning the

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type and level of such professional medical indemnity cover and that medical registration boards may require written evidence that you have cover meeting these requirements.

If we successfully find you a locum placement it is important that you are able to fulfil the requirements of the placement. This includes ensuring that you do not have other commitments that conflict with your ability to perform the job including on call or other after hours work requirements. It is also important that you do not take on other commitments that will adversely affect your alertness and the quality of your patient care. As a guide you should familiarise yourself with the principles set out in the Australian Medical Association's Safe Working Hours Code of Practice (available at www.ama.com.au).

We understand and respect your need to have your details treated with discretion in the marketplace. The collection of your personal information, our use of it and its disclosure to third parties is governed by Australian privacy law. As members of the Recruitment & Consulting Services Association we are also bound by the Association's professional Code of Conduct and, other than to obtain legal advice or as required by law, we will not share your personal details such as your Curriculum Vitae or refer you for any roles without obtaining your permission. However, if you permit us to refer any of your personal information to a client, Locum Life is not responsible for any breach in privacy arising from the conduct of the client. At any time you may request access to personal information that Locum Life holds about you. We will process such requests within a reasonable time and will provide access in accordance with the Privacy Act 1988 (Cth). We may charge a fee to cover the costs of verifying the application and retrieving the information requested.

Locum Life aims to protect the personal information that it collects. Personal information will be managed confidentially and securely and destroyed appropriately when no longer required.

The fees that clients pay to Locum Life are confidential, and you must not solicit or disclose any information in relation to our fees. Our clients are bound by a confidentiality clause that states that they must not disclose details relating to our fees to candidates.

You must not use or disclose or retain copies (in any form) of any confidential information of Locum Life, whether during or after a placement, unless otherwise required by law. The term 'confidential information', as it applies to you in this document, means all information which is not in the public domain, whether oral, in writing or any other visual, machine readable or other form, relating to the business, affairs, fees, clients, client requirements, candidates, assignments, services, policies or procedures of Locum Life or any other matter directed by Locum Life to be confidential.

By engaging with Locum Life you have access to market knowledge, clients and opportunities to which you would not otherwise be privy. We therefore ask you to keep this information confidential and not disclose to any third parties including other recruitment agencies, consultants and candidates.

Our clients will be required to pay Locum Life a fee for your services if:

- You secure a private contract with a hospital, clinic, practice or other business, individual or organisation to which or whom you have been referred by Locum Life, or

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- If you are placed as a locum and then appointed as a substantive within the period of 12 months of the last day of your locum placement.

The term 'substantive' as it applies to you in this document means a candidate introduced by Locum Life who is appointed by the client to a fixed term of permanent position and paid at an agreed rate.

Both you and the client have an obligation to inform us if either of these events occur.

Notwithstanding that you may be accepted as a candidate of Locum Life, we are under no obligation to represent you, refer you to clients for particular assignments or provide you with work.

Locum Life may decline or cease to represent you at any time and without having to provide notice or reasons.

Locum Life is not liable for any decision taken by a client to cancel or terminate a placement or your contract with the client.

You agree that Locum Life and its directors, officers and employees will incur no liability to you if we decline or cease to represent you, do not refer you to assignments, do not provide you with work or if a client cancels or terminates a placement or your contract.

In circumstances where Locum Life refers your details to clients, the decision to hire remains the decision of the client at all times.

Clients very rarely cancel or terminate locum or other placements as they are depending on your service. However, they do from time to time request minor changes to be made to an agreement in relation to matters such as work hours and accommodation options. We will always inform you as soon as we can, if there are any such changes, cancellation or termination relating to a placement.

Whilst we may be involved with your contract negotiations, Locum Life is not responsible for costs (such as accommodation, travel or loss of opportunity costs) incurred as a result of a cancellation or termination of any given placement. Depending upon the terms of your contract with the client, this may be either your or the client's responsibility.

You must inform us immediately if you wish to cancel or terminate a placement or make changes in your contract with a client.

Once you sign a contract with a client you are bound by law to fulfil the obligations in that contract unless it is nullified by mutual consent or legally terminated. Should your withdrawal from a position be unreasonable it is the client's prerogative to seek compensation for losses associated with the cost of engaging you and the opportunity cost of not filling the role with another candidate.

Any notification that you are required to provide to Locum Life in accordance with this document must be confirmed in writing by letter addressed to 'The Directors' and mailed to Locum Life's current place of business.

This document sets out the entire agreement between you and Locum Life as to the subject matter it deals with, and overrides any previous representations or agreements to the contrary.

Locum Life reserves the right to vary or update its Terms and Conditions at any time and to request that you agree to such terms and conditions as a condition of your continued candidacy with Locum Life.

Any variation of this document must be verified in writing by Locum Life.

I have read these Terms and Conditions and I agree to:

- a. comply with the Terms & Conditions for the entire period that I remain a candidate of Locum Life and the entire period of any locum placement that I obtain through Locum Life; and
- b. our collection, use and disclosure of your personal information for the purposes of assisting you as a candidate.