**BMA Model Terms of Engagement for a Locum GP – Optional clauses (to be inserted in Additional Terms in the Work Schedule if required)**

1. **Cancellation fee**

Notwithstanding clause 8 of the Terms, a cancellation fee may be payable if a party cancels an agreed session as set out in the table below:

|  |  |  |
| --- | --- | --- |
| **Cancellation by** | **Amount of notice given** | **Cancellation fee (% of Fee payable)** |
| Locum | [*To be completed*] | [*To be completed*] |
|  |  |
| Practice | [*To be completed*] | [*To be completed*] |
|  |  |

For the avoidance of doubt, the cancellation fee shall be a percentage of the Fee payable excluding any NHS pension scheme employers contribution payable pursuant to clause 26 of the Terms.

1. **Employment status indemnity**

The Locum shall be fully responsible for and shall indemnify the Practice against any liability arising from:

1. any income tax, national insurance contributions or any other liability, assessment or claim arising from or made in connection with the provision of the Services (where such recovery is not prohibited by law);
2. any employment-related claim or any claim based on worker status brought by the Locum or any Substitute against the Practice arising out of or in connection with the provision of the Services,

except where such liability arises as a result of the Practice’s negligence or wilful default.

1. **Data protection indemnity**

The Locum shall indemnify the Practice against all costs, claims, damages or expenses incurred by the Practice or for which the Practice may become liable due to any breach by the Locum (or any Substitute appointed under clause 7 of the Terms) to comply with any of the Locum’s obligations under Schedule 1 to the Terms or the Data Legislation as defined therein.