

[July 2004]

NHS WALES
GMS CONTRACT IMPLEMENTATION PROJECT

**Model offer letter for the employment of a salaried
general practitioner by a LHB to provide primary
medical services**

1. I am writing on behalf of [xx] LHB to confirm the offer to you of an appointment as a [*full-time/part-time*] salaried General Practitioner with effect from [commencing date]. You will be employed for [xx] hours each week.
2. You must be fully registered with the General Medical Council and be on the list established in accordance with the provisions of the National Health Service (Performers List) Regulations 2004 or such successor Regulations as may from time to time be appropriate to your employment.
3. Your duties will be in accordance with the job plan agreed with the LHB and appended to this statement. Your principal place of work will be [xx].
4. The terms and conditions of employment offered are set out in the enclosed Terms and Conditions of Service. The LHB agrees that the Local Medical Committee (LMC) is representative of the GMS GPs and other GPs in the area and further agrees that it will consult with the said LMC on all matters affecting the performance of this appointment where it is required to do so by any legislation, regulations, guidance, directions or other ordinance. The LMC may have a seat on the Local Negotiating Committee (LNC) established by the BMA. The LHB has recognised the LNC and the terms and conditions of service applying to your post will only be amended in accordance with agreements made between the LNC and representatives of the LHB.
5. Your starting salary will be [£xx] per annum paid monthly in arrears by credit transfer, normally on the last day of each month. Your salary will be reviewed on an annual basis and an increase may be awarded on the basis of that review. The salary range will also be uplifted annually in accordance with the Government's decision on the pay of general practitioners following the recommendation of the Doctors' and Dentists' Review Body.
6. The appointment is pensionable, and your salary will be subject to deduction of employees' contributions in accordance with the NHS (Superannuation) Regulations 1995, unless you opt out of the scheme, are ineligible to join or have retained contractor status. Details of the scheme are given in the scheme guide which is enclosed. This employment is contracted-out employment for the purposes of Part III of the Pensions Schemes Act 1993.
7. For the purposes of section 1(3)(c) of the Employment Rights Act 1996, your previous employment with [name of previous employer] does not count as part of your continuous period of employment and your continuous period of employment therefore began on [date]. However, subject to the rules set out in the Terms and Conditions of Service, previous NHS service not treated as "continuous" under the provisions of the Employment Rights Act 1996 may be reckoned as continuous for the purpose of certain of your Terms and Conditions of Service.
8. You will be covered by the NHS Indemnity Scheme for any claims of medical negligence arising out of your employment. However, you are strongly advised to take out appropriate insurance or membership of a medical defence organisation to provide cover in other circumstances.
9. Your private residence shall be maintained in contact with the public telephone service and shall not be more than 10 miles by road from [location] unless specific approval is given by the LHB to your residing at a greater distance.

10. Unless the LHB agrees with you that your appointment should be extended, you will be required to retire on reaching the age of 65. This contract may be terminated in advance of this time by either party giving three months' notice in writing. Nothing shall prevent either party terminating the contract without notice where justified by the conduct of the other party.
11. You will be entitled to 30 working days' annual leave and pro rata in the case of part-time employment and 10 public/extra statutory holidays or days in lieu with pay each year between [date] and [date].
12. You will be entitled to be paid during periods of incapacity for work due to illness or injury in accordance with the occupational sick pay provisions in paragraph 225 of the Hospital Conditions of Service.
13. You will be entitled to professional and study leave with pay and reasonable expenses subject to the approval of the LHB and as set out in the Terms and Conditions of Service.
14. Any grievance related to your employment should be raised in the first instance with [xx] and may be pursued thereafter in accordance with the LHB's grievance procedure.
15. You will be subject to the LHB's disciplinary procedures dealing, respectively, with issues of personal conduct and professional conduct/performance.
16. The LHB accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to its officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.
17. The LHB is committed to equality of opportunity for all. It will take all reasonable measures to eliminate discrimination on the grounds of sexual orientation, gender, age, race, ethnic origin, religious belief, physical handicap or disability or marital status.
18. If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return it to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Signature

On behalf of

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on [date].

Signature

Date

This offer and acceptance of it shall together constitute a contract between the parties.