



SRA Locum Service Terms and Conditions

The following terms and conditions of engagement form control for services and set out the entire agreement between you (client) & Shamrock Assist, except for details of the rate of pay for any assignments. It also formulates and fixes up a relationship between all parties concerned. These terms may be modified in writing with or without prior notice.

The following definitions will apply:

1. Definitions

a) "Client" refers to any person, General practitioner, surgery, organisation, hospital (public or private, including (National health service, Health service executive) requiring the services of a Locum from Shamrock Assist Limited.

b) "Locum" refers to any person, e.g. a doctor, nurse, midwife, nurse practitioner, advance nurse practitioner, or healthcare assistant who has registered with Shamrock Assist in order to be supplied as a Locum to its clients.

c) "Assignment" refers to any activity in Ireland for which a client seeks the services of a locum facilitated by Shamrock Assist.

d) "Rate" refers to the hourly pay negotiated by Shamrock Assist between Locum and the respected client for any assignment.

e) Shamrock Assist or SRA Locum, or SRA means Shamrock Assist Limited registered in the Republic of Ireland, correspondence address 2nd Floor, 13 Baggot Street Upper, Dublin D04 W7K5

f) IMC means Irish Medical Council, Kingram House, Kingram Place, Dublin, NMBI Nursing and midwifery board of Ireland, 8/20 Carysfort Avenue, Blackrock, Co. Dublin, A94 R299.

2. The terms and conditions of Shamrock Assist will be deemed accepted if any locum is arranged via its office.

3. Shamrock Assist Locum Services is purely a locum agency that acts as an agent between the locum and the client.

4. All locums registered with Shamrock Assist are not by default SRA employees. When placed in locum positions, all locums work as contractors for the specified period of assignment.

4a. Paragraph 4 applies to all locums whose emollients are generated due to work arranged via Shamrock Assist and paid by a third party.

4b. Exception to paragraph 4 applies when a locum is paid through Shamrock Assist's payroll.

Shamrock Assist will apply appropriate tax deductions against individual tax codes in line with guidelines governed by The Office of the Revenue Commissioners.

5. Insurance: The hospital/client is responsible for providing adequate insurance coverage under the state indemnity scheme and individual insurance for the doctors, nurses and health care staff placed at a locum assignment.

5a. where the state indemnity scheme for the doctors placed as a locum does not apply, i.e., HSE, private hospital, GP surgery, all locums are advised to maintain private insurance in accordance with IMC & GMC guidelines. In case of Nurses and doctors, individual personal and professional insurance is recommended as per IMC and NMBI.

5b. Shamrock Assist administrative work only is fully insured.

5c. Where applicable, it is the locum and/or client's responsibility to ensure that the locum doctor completes necessary workplace documentation for medical indemnity before he/she commences work.

6. Shamrock Assist will not take responsibility for any locum; the client should address concerns which are not limited to those few mentioned below to the concerned regulatory bodies, such as but not restricted to IMC NMBI or GMC in case a locum;

6a) Fails to arrive or arrives late to a locum assignment.

6b) Demonstrates Misconduct, breach of duty, irresponsible or unprofessional behaviour.

6c) Demonstrates any offending or biased behaviour related to age, race, or physical and verbal discrimination.

7. Shamrock Assist is to be informed as soon as possible if the locum fails to show up so that such circumstances are reviewed prior to future assignments placement. In such exceptional cases, Shamrock Assist is not responsible for circumstances arising from No Show.

7a. Shamrock Assist will attempt to facilitate and try its best to arrange an alternative on agreed charges in case of absence or No Show.

8. Invoices:

Shamrock Assist will invoice each client,

8a. for each Locum assignment ordered.

8b. Where a Locum assignment is more than a week and less than two weeks, a single invoice will be sent for the two weeks.

8c. Long-term locum assignments will be invoiced weekly.

8d. In exceptional circumstances where agreed with Shamrock Assist, a credit account can be allocated to invoice fortnightly, Monthly, quarterly and yearly invoices.

8e. All invoices of locum administration fees will be sent to hospitals/clients showing a complete breakdown of



administration charges applied with the amount of VAT charged.

8f. All service users' clients, excluding HSE, are subject to credit account approval.

8g. When an ordering client does not hold a credit account with shamrock assist, an advance payment may be required before processing the Locum order.

8h. Where advance payment is made and more service hours are requested and committed, the follow-on hours will be considered a new order and subject to a credit account.

8i. Where locum hours worked are less than ordering hours, and where advance payment has been applied, all refunds are subject to section clause 8j and its subclauses.

8j. Advance payment refund does not apply where 1. Where the locum has started a journey to ordering clients' workplace or its provided location and or part of the day has been worked by the locum.

9. All invoices will be payable at the time of issuing.

9a. Any invoices not paid within Twenty (20) days of the date of invoice will result in a late payment administration fee of 5% plus VAT of the total invoice value.

9b. Where payment is delayed to Shamrock Assist beyond thirty days, Shamrock Assist will refer the delayed invoices to an appointed debt collection.

9c. The client shall remain responsible for all additional charges generated as a direct or indirect result of the client's delayed or non-payment. This includes but is not limited to a late penalty, debt collection agency fees, and legal charges.

10. All payments to Shamrock Assist are accepted via an electronic transfer to our business bank account. Our bank account details can be obtained from our accounts department by emailing a request to accounts@Shamrockassist.com or calling our office at 01-6854700 or 01-6994321 between 10 am-4 pm Monday through Friday. SRA account details are also available on all issue invoices.

10a. Cash, PayPal or similar services, digital currency/cryptocurrencies debit and credit card payments are not accepted.

10b. When transmitting payment to Shamrock Assist, we advise all clients to ensure they transmit funds to the correct account bearing our name and IBAN/SWIFT. Under no circumstances shall Shamrock Assist be responsible for monies transferred into the wrong account.

10c. We accept cheque payments where a client wishes to pay by cheque. (10d applied).

10d. All cheques incur an administration fee of 100 euro plus VAT to each invoice and not the number of cheques issued against invoices or invoices.

10e. All cheques are to be posted to our correspondence address.

10f. Any cheques sent and not received in 10 days at our office shall be deemed lost, and our invoices will remain payable from the invoicing date.

10g. Where a cheque issued to Shamrock Assist is bounced/returned or rejected by the issuing or receiving bank for any reason whatsoever, the client accepts to pay all bank additional charges and an additional 10% inconvenience fee of the total invoice amount.

10h. While we accept cheques, electronic transactions are preferred, as this minimises administration costs and post services, bank processing-related unwanted delays.

11. Shamrock Assist will try its best to completely screen the Locum, but in any circumstances, will not take any liability in case of defaults, acts, errors or omission of the locum doctor, nurse, and health care assistant.

12. For all locum's hourly rate will apply. SRA reserves the right to change the hourly rates without any prior notice.

Timesheet Claims and their associated payments left unclaimed beyond six months will be deemed invalid, and Shamrock Assist will not be liable to pay any due emollients.

13. An emergency rate will apply for all locum placement requests starting within 24 hours. This rate will be applicable for the First sixteen hours of the locum cover period.

14. Any locum placement for less than eight hours will be charged.

14a. at an emergency rate. (refer to SRA Locum current rate card)

14b. A full day of eight (8 hours) will apply.

15. Shamrock Assist does not provide any travel or accommodation expenses. If the hospital /client provides such assistance for any locum, this is to be decided before the start of each locum assignment.

16. SRA Charges an administration fee of 7% plus VAT for placing a locum.

16a. A discounted admin rate of 4% will apply to orders exceeding 1000,000.00 EUR.

17. Any locum once arranged and if cancelled by the hospital/client within 24 hours of commencement of the



locum will result in a cancellation charge of 100 Euro plus VAT.

18. All locums are required to fill in timesheets for the hours worked. The timesheet is signed by an authorized person acting on behalf of the Hospital, GP, or other service clients. SRA will pay the locum based on the signed and approved timesheet; the client will be invoiced based on the approved timesheet.

18a. Where SRA is sent timesheet(s), for a single or multiple locum appointment not signed by a representative of the ordering client, SRA will then approve this timesheet with the ordering client in writing before paying the locum. SRA will invoice the client for hours worked based on the approved timesheet.

18b. Payment release to locum is subject to timesheet confirmation and release of payment by ordering client for the given order.

18c. It is the client's responsibility to ensure that only the correct timesheets are approved. SRA shall not be responsible for any mistakes, omissions, printing errors, or any factor leading to an overpayment to a locum as a direct or indirect result of a locum's timesheet that has been approved by the client or an authorised personnel signature or over the phone where client's representative has not signed timesheet at the end of locum shift or shifts.

18d. All timesheet payments must be claimed within two months after completion of the assignment. A delay in claiming by locum/contractors beyond two months will attract an administrative charge of 12% of the invoice/claim amount. This 12% charge applies to all timesheet claim amounts for five additional five months and days thereafter not exceeding six months.

18e. SRA will not entertain any claims against any locum time sheets once a period of complete six months has lapsed since completion of the locum related to the concerned time sheet.

18f. SRA time sheets are designed on hourly increments only.

19. Where a Locum takes up a long-term or permanent post within six months of finishing a locum appointment arranged at the same place or client as facilitated by SRA, Shamrock Assist as a locum agency is entitled to charge client/hospital (HSE/NHS) GP surgery or any other client for introduction charges. Clause 19a and 19b will apply.

19a. Introduction charges are calculated and fixed as 7% of doctor/Nurse/Health care assistant total pay for six (6) calendar months.

19b. Locum's pay will be calculated based on basic and on-call commitment. Where an on-call banding supplement applies, SRA charges will be applied as 10% of Basic and on-call banding supplements. Where on-call is paid hourly and ordered/required hours vary weekly by the ordering client, an average total hour worked over eight weeks will be calculated to work out monthly payments. SRA admin charge of 10% will be applied to calculated/projected pay over six calendar months.

19c. SRA will only pay the locum doctor once the Timesheet (s) is/are confirmed, and the ordering Client has paid Shamrock Assist Limited in full against its issued invoice.

20. Data protection:

Shamrock Assist Limited is registered with the data protection authority.

20a. We do not release information to third parties.

20b. Where a locum doctor/Nurse/Health care assistant wishes to declare partial or full information to a third party, a written request is required in advance. Releasing information can take up to 15 working days.

21. On-Call Services: We provide 24-hour on-call service. We advise you to email us your query. Our on-call consultant will review this; a decision to call /contact doctors/Nurses/Health care assistants will be made case by case. All elective cases are referred to the next working day morning team to be dealt with on a priority basis.

22. Disputes:

Where the case is that a dispute has arisen between the client and the locum, Shamrock Assist can only play the role of intermediary between the two parties. Where a complaint is placed against the locum, we will provide both parties to communicate with each other in the hope of an early resolution.

23. Complaints:

All complaints are to be written to complaints@shamrockassist.com. All complaints, once received, are aimed to be resolved in 21 working days.

24. Shamrock Assist terms and conditions are subject to change without prior notice. SRA ensures all concerned remain informed; please request up-to-date Shamrock Assist Limited terms and conditions before engaging with Shamrock Assist.

-----Revised 07/2023-----End of document-----