

RH RECRUITMENT

Where Nurses Get the Care They Deserve



Ronrik Recruitment Limited
t/a...RH Recruitment
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Website: <http://www.rhrecruitment.com>

TERMS & CONDITIONS

1. DEFINITIONS

"The Agency" means Ronrik Recruitment Limited, t/a RH Recruitment.

"The Client" means the person, firm or corporate body using the services of the Nurse.

"The Nurse" means the qualified registered nurse, midwife any other qualified person currently registered with An Bord Altranais introduced by the Agency and engaged by the client for the assignment.

"The Assignment" means the period during which the Nurse is engaged to render services to the Client.

2. THE CONTRACT

a) The Agency acts as agent on behalf of the Client by providing an introductory service and in entering into specific contractual arrangements with the nurse on the clients behalf.

b) For the avoidance of doubt, these Terms and Conditions shall not give rise to a contract of employment between the Agency and the nurse. The Agency acts at all times as agent for the nurse but makes no charge for that service and assumes no responsibilities as an employer except as set out in clause 5b.

3. ASSIGNMENTS

a) The Agency shall endeavor to obtain suitable assignments for the nurse with the Client.

b) The failure by The Agency to obtain a suitable assignment for the Nurse shall not give rise to any liability on the part of the Agency and the Nurse recognises that there may be periods between Assignments where no work is available.

4. TIME SHEETS

At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period less than one week or is completed before the end of the week), the Nurse shall deliver to the Agency his/her time sheet duly completed to indicate the number of hours worked by the Nurse during the preceding week and signed by an authorised representative of the Client. Failure to deliver a time sheet for hours worked will delay payment for these hours.

Signatures must be in ink. If no time sheet is available hours worked and signature must be on an official letter headed paper.

5. PAYMENTS

The Agency makes payments to the Nurse in respect of fees earned by him/her with the Client on a weekly basis. The Nurse hereby irrevocably appoints The Agency to prepare and submit accounts to the Client and collect and recover fees and expenses from the Client in the name of the Agency

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5. Deductions will be made in respect of:

- a) National Insurance Contributions, PAYE Income Tax and any other deductions which the Agency is required by law to make in respect of Temporary, Contract, Part-time employees/ workers.
- b) Where applicable, charges for residential posts in the HSE or otherwise.
- c) Payments are made directly into the Bank or Building Society account of the Nurse every Friday
- d) The Agency will provide the Nurse with a Timesheet for each assignment, or the Nurse can download a Timesheet directly from the website of the Agency at <http://www.rhrecruitment.com>
- e) The Nurse should complete the Timesheet for each assignment and have the Timesheet signed by an authorised person employed by the Client.
- f) The Nurse should use one Timesheet per week and per assignment.
- g) It is the responsibility of the Nurse to provide the Agency with his/her Timesheet promptly, no later than midday on the Friday before payday.

6. OBLIGATIONS OF THE NURSE TO CLIENT

Where the Agency has obtained an Assignment for the Nurse, it is important that the Nurse complies with the following provisions for the benefit of the Client. The Nurse agrees that during every Assignment and afterwards as appropriate he/she will:

- a) Co-operate with the Client's staff and accept the direction, supervision and instruction of any person in the Client's organisation to whom he/she is responsible and conform to the Client's rules and regulations and standards of work practice.
- b) Be present at such times as may be stipulated by the Client.
- c) Take all reasonable steps to safeguard his/her own safety and the safety of others who may be affected by his/her actions on the Assignment.
- d) Not engage in any conduct detrimental to the interests of the Client.
- e) Be responsible for the provision of his/her own uniform and necessary equipment.
- f) Not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the Client's or the Agency's business affairs, transactions or finances.
- g) Changes in patient's mental and physical condition should be reported to the appropriate person. Detailed records should be kept in the care report booklet in accordance with the Client requirements.
- h) Nurses working through the Agency must at all times maintain the highest professional standards.

7. NON AVAILABILITY

- a) If the Nurse is unable or unwilling for any reason to commence or continue an Assignment, he/she should inform the Agency immediately.
- b) Nurses wishing to leave a case before its completion must inform the Agency and give at least one week's notice to the Client.
- c) If the Nurse is unable to undertake an assignment, he/she should inform the Agency at least 6 hours before commencement.
- d) If a Client cancels an assignment at short notice, the Agency will endeavour to reassign the Nurse.
- e) If an assignment is cancelled upon arrival of the Nurse without prior notice, if he/she cannot be reassigned, the Nurse will be paid a four-hour fee.
- f) If the Nurse repeatedly cancels assignments which have been secured, then the Agency will have no other option but to cease allocating future work.

8. SPECIAL PROVISIONS

The Nurse should advise the Agency immediately if he/she is offered any employment or engagement by the Client or any third party to whom he/she is introduced by the Client and provide details of any remuneration offered him/her in writing as a fee may be due from the Client.

9. STATUTORY LEAVE

- a) For the purpose of calculating entitlement to leave under this clause, the leave year commences on the date that the Nurse starts an Assignment or a series of Assignments which last for a continuous period of thirteen weeks or more.
- b) Under the working time regulations, the Nurse is entitled to four weeks paid leave per leave year. All entitlement to leave must be taken within the year in which it occurs and none may be carried forward to the next year.
- c) The amount of leave to which the Nurse is entitled in respect of such leave is calculated in accordance with and in proportion to the number of standard hours which he/she works on Assignments. For the purpose of calculating payments for annual leave the standard working hours in relation to Assignments undertaken by the Nurse will be all hours worked which do not attract overtime rates of pay, Nurses engaged on shift work will be paid annual leave at normal day shift pay rates.

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9. Continued... STATUTORY LEAVE

- d) Where the Nurse wishes to take any leave to which he/she is entitled, he/she should notify the Agency in writing of the dates of his/her intended absence. The amount of notice which the Nurse is required to give should be at least twice the length of the period of leave that he/she wishes to take. Unless the Agency informs the Nurse in writing that it is not possible for him/her to take leave on the specified dates. The Nurse shall be entitled to take up his/her leave entitlement.
- e) Where a bank Holiday or public Holiday falls during an Assignment and the Nurse does not work on that day the Public Holiday shall count as a part of the Nurses paid annual leave entitlement.
- f) Holiday pay cannot be paid in cash, the actual holiday pay must be taken. If we found you are working through another Agency or for any firm or individual during your leave period then holiday pay will be forfeited.
- g) None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Nurses status as a self employed worker.

10. UNIFORM POLICY

Nurses shall be required to purchase and wear a uniform at all times. The most notable exceptions to this condition are (a) when the Client provides their own uniform or (b) where the Client does not wish one to be worn.

The Agency policy for uniforms are as follows:

Male Nurse: White Tunic, Navy Trousers, Navy/Black Shoes

Female Nurse: White Tunic / Navy Trousers, Navy/White Shoes. or - Full White uniform

Agency Nurse ID: The Agency will issue the Nurse with an ID Badge, which should be worn at all times during an assignment.

11. MISCONDUCT

If a Nurse is dismissed from a case for misconduct or professional negligence the Agency reserves the right to withhold advances in respect of fees.

12. EMPLOYMENT AGENCY LICENCE

The Agency is a licenced Employment Agency under The Minister for Enterprise, Trade and Employment, in exercise of the powers conferred on him by Sections 3 of the Employment Agency Act 1971

The Agency Licence Number is EA 3292

13. NURSE HEALTH

Assignments offered through the Agency are confidential upon a true statement of the details of the Nurses mental and physical health as set out in the Registration Form and upon the understanding that the Nurse must be in a state of good health when reporting for duty.

14. INDEMNITY INSURANCE

The Nurse is liable for his/her own practice and therefore needs to have Professional Indemnity Insurance.

15. THE TERMS & CONDITIONS

It is understood that all parties who work with The Agency, the Nurse and the Client has read, understood and accepts these terms and conditions.

To clarify any aspect relating to these Terms and Conditions contact :

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