

## **Terms and conditions of Business**

Please read this document carefully before accessing or using the service. By accessing or using the PharmaConex Ltd. service, you agree to be bound by the terms and conditions below. PharmaConex Ltd. may modify these Terms and Conditions at any time and such alterations shall be effective instantly upon publishing and communicating (via e-mail) the modified version.

- Client means the person, firm or corporate body together with any subsidiary or associated company to whom the Locum/candidate is supplied or introduced).
- Introduction (means the Client's interview of a candidate, after PharmaConex Ltd. or has passed on to the Client a curriculum vitae or any relevant information which identifies the candidate, and which leads to a permanent position of that candidate).
- Locum means the individual who is introduced by PharmaConex Ltd. to render services to the Client).
- The Assignment" means the period during which the Locum is engaged to render services to the Client.

### **PharmaConex Ltd. Permanent Recruitment (Irish Pharmacy)**

1. PharmaConex Ltd. service is free of charge for the candidate.
2. An introduction fee will be paid by the Client to PharmaConex Ltd. calculated as follows: Flat rate of 3500 Euro for a Pharmacist, 2000 Euro for a store manager, 1400 Euro for a Technician and 1200 Euro for an OTC placement. This amount has to be paid by the Client within the first 10 days of the candidate beginning his/her employment.
3. If the Permanent employee resigns or proves unsuitable, PharmaConex Ltd. will



either provide a replacement candidate or refund the Client in the following way:

- Up to 4 Weeks – 100% refund
- Up to 6 Weeks – 75% refund
- Up to 8 Weeks – 50 % refund
- Up to 12 Weeks – 25% refund
- After 12 Weeks – 0% refund

### **PharmaConex Limited Locum recruitment (Irish Pharmacy)**

1. The PharmaConex Limited service is free of charge for the Locum.
2. PharmaConex Limited acts as agent on behalf of the Client by providing an introductory service and in entering into specific contractual arrangements with the Locum on the clients behalf.
3. For the avoidance of doubt, these Terms and Conditions shall not give rise to a contract of employment between PharmaConex Limited and the Locum. PharmaConex Limited acts at all times as agent for the Locum but makes no charge for that service and assumes no responsibilities as an employer.
4. When making a booking of a Locum to the Client, PharmaConex Limited shall inform the Client of the identity of the Locum; that the Locum has the necessary or required experience, training, qualifications and any authorization required by law or a professional body to work the Assignment.
5. The Locum is deemed to be under the supervision, direction and control of the Client from the time he reports to take up his/her duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Locum, whether wilful, negligent or otherwise as though the Locum was on the payroll of the Client.

6. Deductions will be made in respect of PAYE, PRSI and Levies in accordance with the PAYE code and any other deductions which PharmaConex is required by law to make in respect of Temporary, Contract, Part-Time employees.
7. All locum pharmacists will be paid on the 15th day of each month following the month in which the work is carried out. The amount due will be paid directly into his or her bank account or, in some cases, by cheque. A payslip showing the computation of your pay for a relevant period will be provided and sent out by post.
8. Pharmaconex's Payroll Service is free of Charge for the locum.
9. Pharmaconex basic pay is in accordance with *Protection of Employees (Temporary [2012.] Agency Work) Act 2012*.
10. Basic Pay is the hourly rate agreed and includes: (a) rest periods, (b) rest breaks during the working day, (c) overtime, (d) annual leave @ 8%, or (e) public holidays (where applicable).
11. Timesheet should be faxed or e-mailed to PharmaConex Limited. The cut off for submission of the time sheets is the last day of the month. Any timesheets received after this date will be processed in the following month.
12. If the Locum is unable or unwilling for any reason to commence or continue an Assignment, he/she should inform PharmaConex Limited immediately.
13. If the Locum is unable to undertake an assignment, he/she should inform the Agency at least 72 hours before commencement. In this case if PharmaConex Ltd is required to pay an emergency booking fee to replace the Locum, this fee may be levied against the original Locum at the discretion of PharmaConex Ltd.
14. If a Client cancels an assignment at short notice, PharmaConex Limited will endeavour to reassign the Locum.

15. If an assignment is cancelled upon arrival of the Locum without prior notice, if he/she cannot be reassigned, the Locum will be paid a Four-hour fee at a rate of €21. PharmaConex Ltd reserves the right to charge the Client as if the Locum had completed a shift of 4 hours.
16. If a Client books a locum introduced by PharmaConex Ltd, direct for any additional work then the relevant fees/payments will be due by the client to PharmaConex Ltd.
17. PharmaConex Limited does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.
18. PharmaConex Limited will not accept liability of any kind for loss, expense or damage as a result of the Locum.
19. These terms of business are subject to the exclusive jurisdiction of the Irish Courts and all disputes arising out of or in connection therewith shall be determined in accordance with Irish law. In the event of a conflict of interpretation of these terms and conditions with any other company terms, the within terms will be deemed to be the terms and conditions of business of PharmaConex Limited.
20. PharmaConex Limited – Registered Office: Unit 3, 34 Hanover Lane, Dublin 8, Ireland. Company registration number: 469802. Registered in Dublin.