

## Terms and Conditions

### For the Introduction of Permanent Staff

1. All business undertaken by Hartley People, ('The Firm') is transacted subject to the terms and conditions hereinafter set out of which shall be incorporated or implied in any agreement between The Firm and its clients.
2. No alteration to these terms and conditions will be effective unless agreed in writing by a Director of The Firm. Terms and conditions are deemed valid until either The Firm or the client notifies the other party in writing of their intention to expire the agreement.
3. A Fee ('The Introduction Fee') will be applicable to the client, the day of commencement of employment with the client of an applicant introduced by The Firm. The rate for Permanent Placement is 15% of the calculated Annual Salary. If a placement is for a period of less than 6 months in duration, a fee of 15% (on a pro rata basis) will be applicable.
4. Where an applicant is offered a contract of less than 12 months, if said contract is extended beyond the initial agreed contract period, a fee shall be applicable. The said fee will be calculated on a pro-rata basis up to a maximum of 12 months from the date of commencement of the employment. In no circumstances will a client company pay a fee that equates to any amount greater than if the position had been offered to the applicant on a permanent basis.
5. In the event that the client rejects any applicant introduced by The Firm or the applicant rejects an offer of employment by the client, if the client subsequently employs the applicant within nine months of the initial introduction date, the client shall pay the introduction fee to The Firm in accordance with Clause 3 above.
6. The introduction of an applicant to the client is strictly confidential and this data should not be disclosed to any other person, firm or corporation without permission from The Firm or applicant.
7. Any of The Firms applicants who are employed as a result of an application made by the Client to another company, even though the introduction is made indirectly, will be charged a fee as outlined in Clause 3 above.

8. The client, a subsidiary or an associated company of the client shall not engage the applicant within 12 months from the date of termination of employment.
- a. In the event that any applicant or the client terminates the engagement prior to the 13<sup>th</sup> week since commencement, a refund scale will be applicable. This applies only where the client notifies The Firm in writing within 7 days of the termination of engagement.
  - b. The said termination is not due to redundancy. When applicable, the following refund scale will apply:

<b>Duration</b>	<b>% Refund</b>
Up to 4 Weeks	75%
Week 5 – Week 8	50%
Week 9 – Week 12	25%

9. The Firm shall be responsible for reference checking, however it is in the best interest of the client to take relevant steps to ensure candidate suitability regarding qualifications, skills and experience. The Firm shall endeavour to ensure the suitability of any applicant introduced to the client but The Firm makes no warranty, either express or implied, as to the suitability of any applicant introduced to the client.
10. The Firm can accept no liability for any loss or damage to property, or for any other loss including without prejudice to the generality of the foregoing loss of profits or for any injury to persons arising directly or non directly from any act or omission of any applicant introduced by The Firm, even if such act or omission of is negligent, fraudulent or reveals dishonesty.

### **For the Introduction of Temporary Staff**

11. The Client shall be charged an agreed hourly charge for all hours worked by the temporary worker. These charges will be those in force at the time and will be previously agreed with The Client. Charges are based on an hourly rate. No charge is made for lunch hours or sick leave. Charges are inclusive of all National Insurance and other statutory costs but exclusive of VAT.
12. These charges largely represent wages, thus invoices are payable immediately on receipt.
13. The Firm is responsible for payment of wages and the payment of all statutory obligations (i.e. PRSI/PAYE and all other taxes normally borne by the employer).
14. The employment in a permanent capacity of a temporary worker introduced by The Firm to The Client will deem The Client applicable for a fee of 12.5% of the annual salary provided the temporary worker has completed a minimum of a 12 week assignment (otherwise standard charges are applicable) and that the engagement takes place within a period of 6 months from the termination of any temporary assignment. In these circumstances the refund clause is not applicable.
15. The supervision, direction and control of a temporary worker assigned to The Client, is the responsibility of The Client for the duration of the assignment.

16. The temporary worker will be required to sign a confidentiality form by The Firm but The Client should take measures also.
17. In cases where a temporary employee is required to complete jury service whilst in the temporary employment of The Client through The Firm, The Client shall be responsible for the payment of all costs relating to said jury service.
18. Whenever the employee is engaged in the course of The Client's business, The Client shall indemnify The Firm in respect of any claim for personal injury loss or damage either caused to the employee or, in the case of personal injury loss or damage to a third party, caused by the employee.
19. The Client shall effect and maintain suitable employers and public liability insurance (including product liability cover) and shall, on request, furnish the company with details of those insurances. The Client shall inform The Firm forthwith in the event of either cancellation or lapsing or non-renewal of either its public liability or employer's liability insurances or the application of any restriction in cover (including the application of a policy excess or other deductible) that materially affects any of the provisions of this agreement.

Signed: \_\_\_\_\_  
For and on behalf of Hartley People

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
For and on behalf of

Date: \_\_\_\_\_