



(Company No: 353252)

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TERMS & CONDITIONS OF BUSINESS

Contractor Company:

Position:

Client Company:

Start Date:

End Date:

Table with 2 columns: Contract Duration, Charges

1 TEMPORARY CONTRACTOR TERMS

(including the commission payable to Sigmar) are payable within 30 days from date of invoice.

Definitions:

In these Temporary Contractor Terms of Business: 'Client' means the person, firm, company, body corporate or institution named on the timesheet as the Client who will avail of the Contractor's services on a temporary assignment basis; 'Contractor' means Ltd. Company contractor introduced by Sigmar to the Client to perform services for the Client and such expression shall, where the context so permits or requires, include the Contractor's employees and agents; 'Sigmar' means Sigmar Recruitment Consultants Ltd; 'these terms' means the terms and conditions of business specified below.

- (a) These terms take effect from 1st February 2002.
(b) No variation of or addition to these terms is valid or shall be binding on Sigmar unless confirmed in writing with the authority of a Director of Sigmar.
(c) All accounts, fees, charges and commissions whether payable to the Contractor or Sigmar

- (d) VAT is payable on commissions to Sigmar at the prevailing rate at the time of invoice. VAT will also be payable on each Contractor's fees and charges at the prevailing rate where the Contractor is registered for VAT.
(e) At Sigmar's sole discretion, interest shall be payable on any invoice raised by Sigmar (in whatever capacity) from the date of invoice until the date of payment which shall be calculated at the rate per annum of three percentage points above the EURIBOR at the date of invoice.
(f) If any Contractor or other person introduced by Sigmar to the Client is engaged by the Client, either on a self-employed basis or as a temporary or permanent employee, after or as a result of an introduction made by Sigmar and assignment hereunder, these terms will apply and the Client will be liable to Sigmar for an introduction fee equivalent to the normal permanent fee charged by Sigmar from time to time.

- (g) Sigmar shall have no liability whatsoever for any injury, loss, damage, costs or expenses howsoever caused which the Client may suffer or for which the Client may become liable arising out of or in connection with or as a result of the introduction to the Client or the engagement by the Client of a Contractor or the provision of services by a Contractor to the Client.
- (h) The Client is solely responsible for providing adequate insurance whilst the Contractor is assigned to the Client, to the extent that the Contractor and Sigmar have full benefit of such insurance cover for any liability that might arise.
- (i) The supervision and direction of each Contractor in respect of his/her assignment with the Client is the sole responsibility of the Client.
- (j) Sigmar acts as agent for the Contractor. Sigmar's responsibilities to the Client are to use all reasonable skill and effort to select Contractor(s) suitable for introduction to the Client in accordance with the Client's requirements as to skills and experience as notified to Sigmar at the time of booking.
- (k) By asking Sigmar to introduce the Contractor, the Client is deemed to have accepted these terms. For the purposes of this clause the word 'introduce' shall be deemed to include without limitation the provision by Sigmar of any details, whether written or oral, of the availability of Contractors on a temporary basis.
- (l) The Contractor is at all times a self-employed contractor (unless otherwise stated by Sigmar in writing).
- (m) The Contractor shall be responsible for income tax, social welfare contributions and any other levies required by law to be paid and no responsibility shall lie with Sigmar or the client in this regard.
- (n) The charge payable to the Contractor for his/her services will be in accordance with the scale of charges advised to the Client by Sigmar (as agent for the Contractor) at the time of booking or otherwise notified to the Client by Sigmar from time to time. The total charge for which the Client is responsible pursuant to these terms will consist of the amount payable by the Client to the Contractor for services provided together with any expenses to be reimbursed to the Contractor (plus VAT, if any) and commission (plus VAT, if any) payable to Sigmar.
- (o) Unless otherwise agreed with Sigmar in writing prior to the assignment, premium rates may be payable to Contractors for working outside normal business hours and/or for anti-social working hours. For details of the premium rates applicable and payable, please refer to the individual terms of business for the category of Contractor supplied.
- (p) The Client acknowledges that during the course of the assignment another Contractor may be substituted for any Contractor who is initially or subsequently assigned to the Client. The Client further acknowledges that each Contractor shall be at liberty to provide the required services through his/her own servants or agents provided that the Client and Sigmar are both satisfied that such servants or agents are qualified and experienced to carry out the assignment and provided further that the Client shall not permit a servant or agent of the Contractor to work on any Client assignment without the prior approval of Sigmar.
- (q) The Client is responsible for ensuring that each Contractor's (as well as each of his/her servant's and agent's) ability, qualifications and skills are adequate to operate any equipment, machinery and/or vehicles that the Contractor may be called upon to operate and the Client will be solely responsible for any liability whatsoever which may arise there from.
- (r) The Client shall immediately notify Sigmar if, after or as a result of an introduction made hereunder, it engages or employs any Contractor introduced by Sigmar.
- (s) If within six months of the completion of this assignment, the Client engages the Contractor in any capacity, whether as a consultant or as a temporary or permanent employee, the Client will be liable to Sigmar for an introduction fee equivalent to the normal permanent fee charged by Sigmar from time to time.
- (t) Sigmar is responsible for instructing each Contractor to complete a weekly charge sheet containing all necessary information regarding the hours worked and assignments completed by the Contractor together with any expenses claimed. The Client will sign the charge sheet and such signature shall be deemed conclusive evidence that the Client is satisfied with the work done by each Contractor and that the Client will pay the charges in full without dispute or deduction.
- (u) While the Contractor is performing services for the Client, the Client is responsible for ensuring that the Contractor receives entitlements to rest breaks and rest periods in accordance with the Organisation of Working Time Act 1997

(the "Act"), for ensuring that the Contractor's working time does not exceed the limits and/or contravene restrictions imposed by the Act and for ensuring that accurate records are kept recording the Contractor's work breaks and working time. The Client will inform Sigmar of any work the Contractor is to perform which involves special hazards or heavy physical or mental strain.

- (v) The signed charge sheet will form the basis of an invoice payable on receipt. It is acknowledged, however, by the Client that failure by the Client to

sign any charge sheet as required by these terms shall not preclude charging in full by Sigmar, acting as agent for the Contractor, for all time and all work done by and sums due to the Contractor in accordance with these terms nor the charging in full by Sigmar on its own behalf of commissions due to Sigmar in respect thereof.

- (w) Regarding notice period either party (client or contractor) may terminate this Agreement observing a \_\_\_\_\_ period of notice during the first month and a \_\_\_\_\_ period of notice thereafter.

**Acceptance of these terms:**

***Please sign and return original copy – retaining another copy for your records***

Signed:

Print Name :

Position :

On behalf of (Company):

Date: