**Sigmar Recruitment Consultants Ltd,**

**Registered office 13 Hume Street, Dublin 2.**

**Registered in Ireland no. 353252**

STRICTLY PRIVATE and CONFIDENTIAL

### Name and Address Limited Company:

Registered Address:

Correspondence Address:

**Company number:** **VAT number:**

**Date:**

#### AGREEMENT FOR THE SUPPLY OF SERVICES

# 1. Parties

### This Agreement is made between Sigmar Recruitment (‘Sigmar’) and      (‘the Company’);

# Services

The Company will provide an individual to deliver XXX services on behalf of Sigmar to the Client for the period specified in the Schedule annexed hereto;

# 3. Client

The Company shall supply the services to the Client, XXX, at one or more locations to be agreed with the Client, but chiefly XXX (address)

# 4. Working Practices

For the duration of this agreement the Company shall ensure that:

1. The Company, through its individual shall provide the services in accordance with Client requirements while completing the services for which the Company has been engaged;
2. The Company and its individual shall observe and comply with relevant disciplinary rules or obligations, as communicated on the premises where the services are performed;
3. The Company shall take reasonable steps to safeguard his own safety and the safety of those potentially affected by his actions at work;
4. The Company and its individual shall comply with all reasonable instructions and requests made by the Client, when they relate to the services to be performed.

**5. Substitution**

The Company shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original individual.

The Company acknowledges that the Client has the right, under its contract with the Sigmar, to refuse to accept the substitute individual if in the reasonable view of the Client, the substitute individual has insufficient qualifications or expertise to carry out the Specification.

Where substitution occurs, the other terms and conditions of this Agreement and the Specifications, and in particular (but not limited to) the rate to be paid for the personnel will remain unchanged. For the avoidance of doubt, the Company shall be responsible for the payments and expenses of a substitute individual.

In the event that the Company cannot provide either the original individual or acceptable substitute individual, the Agent is entitled to terminate this Agreement forthwith.

# 6. Confidentiality

**1)** All secret and confidential Client and / or project-related information disclosed to the Company or its individual shall be deemed to have been disclosed in confidence;

**2)** The Company undertakes not to divulge or communicate any such information to third parties without the written consent of Sigmar and the Client;

**3)** The Company shall ensure that the individual is fully acquainted with the provisions of the Data Protection Act relating to disclosure;

# 7. Timesheets & Approval

Timesheets shall be completed weekly by the Company and shall be approved and signed by a Client authorised manager. Client signature on a timesheet shall also indicate approval of the content & quality of the services performed.

**8.** **Standard Hours and Overtime**

Standard hours are X hours per day or X hours per week. Hours in excess of the standard hours must be approved by client on the timesheet. All overtime will be charged at the pro-rata standard hourly rate;

# 9. Invoicing and VAT

All sums payable under this agreement will be invoiced by the Company to Sigmar, including professional fees, approved expenses (only where agreed as reimbursable to the Company from the Client), and applicable VAT on fees and expenses at the prevailing rate;

**10.** **Payment**

Invoices shall be submitted month end to Sigmar. Invoiced sums (incl. VAT) shall be paid within 5 working days to the Company’s bank account;

# 11. Restrictive Covenant

1) The Company shall ensure that the Company does not provide services to Sigmar’s Client other than through Sigmar for the duration of the period specified in the Schedule annexed hereto and for a further 6 months thereafter;

2) The Company shall notify Sigmar immediately if the Client makes an offer of permanent employment to the Consultant within this period.

# 12. Indemnities

The Company agrees to indemnify Sigmar and the Client against any liabilities, losses, damages, costs, expenses, in respect of any claim of any nature whatsoever made against Sigmar or the Client in respect of the Consultant's Services under this Agreement. For the avoidance of doubt Neither Sigmar or the Company shall be liable to the other party for indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses) which may be suffered by the other Party in connection with this Contract.

Neither the individual (nor any appointed substitute individual) nor the Company shall be considered an employee or agent of Sigmar or the Client.  The Company shall be responsible for income tax, social welfare contributions and any other levies required by law to be paid and no responsibility whatsoever shall lie with Sigmar or the Client in this regard.  The Company shall not be entitled to any pension, bonus, fringe benefits, sick pay, holiday pay or statutory leave from Sigmar.  The Company agrees to indemnify and hold Sigmar and the Client harmless from any taxes, insurance and other contributions or levies which the Company or the individual may be required to pay.

The Company agrees to hold Sigmar and the Client fully indemnified in relation to any claims made against the Client in respect of the following:-

(i) Tax payable on fees paid to the Company together with all costs, expenses, interest and penalties incurred by the Client in connection with any such claim;

(ii) Social security payments or any other payments required by law in respect of the fees paid to the individual or the Company together with all costs, expenses, interest and penalties incurred by the Client in connection with any such claim.

# 13. Notice Period, Renewal and Termination

Either party may terminate this Agreement by giving the other not less than 1 month notice in writing, or as otherwise provided elsewhere in this Agreement.

This Agreement is for the expected period determined by the requirements by the client and as outlined in your Contract Schedule; Renewal may be considered by the Client and Sigmar, such consideration to take place ideally no later than four weeks before contract finish date;

Supplier reserves the right to terminate immediately without notice and compensation under the following circumstances;

* + Where the parties mutually agree to such a termination,
	+ If the agreement is revoked by either party or frustrated prior to commencement,
	+ If the Company fails to satisfy the Client that he/she has the necessary qualifications, skills, ability, experience necessary for carrying out the Client project to the satisfaction of the Client or
	+ If the Company or its individual is guilty of misconduct or fundamental breach of terms and conditions including but not limited to breach of confidentiality, failure to adhere to Company policy or procedure, incompetence or dishonesty.

# 14. Mutuality of Obligation

## With regard to completion or termination, Sigmar is under no obligation to seek work for, or offer work to, the Company; neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, provision of Services under this Agreement.

# 15. Relationship of Parties

Both parties acknowledge and accept that this is an Agreement for the supply of services and NOT a contract of employment. Nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.

# 16. Jurisdiction

The Agreement shall be governed by and construed in accordance with Irish Law.

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### *Signed on behalf of* (‘the Company’)

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## Signed on behalf of Sigmar

**Contract Schedule**

**COMPANY NAME:**

**TITLE:**

**CLIENT & LOCATION:**

**PERIOD:**

**START DATE:**

**EXPECTED FINISH DATE:**

**NOTICE PERIOD:**      by either party

**RATE:** €     daily rate (exclusive of VAT)

**APPROVAL** All time billed under the Agreement must be approved by the Client authorised manager (or delegate). Signed weekly timesheets for hours completed shall indicate approval of work completed by the Consultant at the Client for the relevant period; Extra working hours (if applicable) shall be approved as well as any expenses, (where agreed as reimbursable to the Consultant from the Client);

**INVOICING & VAT** All sums payable under this agreement will be invoiced by the Company to Sigmar, including professional fees, approved expenses (only where agreed as reimbursable to the Consultant from the Client), and applicable VAT on fees and expenses at the prevailing rate (currently 23%); Invoices shall be submitted to Sigmar at month end;

**PAYMENT** Invoiced sums (incl. VAT) shall be paid within 5 working days to the Company’s bank account;

Dated this      day of

(Signed on behalf of the Company) Position Held

#### PRINT NAME –       Director

(Signed on behalf of Sigmar) Position Held

#### PRINT NAME –       Director