



(Company No: 353252)

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The following terms and conditions govern the overall relationship between Sigmar Recruitment Consultants Limited (the **Company**) and you (the **Client**) for the supply of temporary, contract and/or permanent staff (the **Agreement**).

CLIENT NAME:

CLIENT ADDRESS:

1. Terms and Conditions. These terms and conditions are entered into between the Company and the Client and govern the overall relationship between the Supplier and the Client in respect of the Company's provision of services to the Client.
2. The Services. The Company offers the Client a choice of temporary, contract and/or permanent staff (the **Services**) upon the terms and conditions set out in this Agreement. Additional terms specific to each of these service offerings are set out in the following appendices and shall be deemed to be incorporated into this Agreement as applicable:
 - (a) Appendix A – Permanent Staff
 - (b) Appendix B – Contract Staff
 - (c) Appendix C – Temporary and 'Payroll-only' Staff
3. Acceptance of Terms and Conditions. The acceptance of CVs, interviewing or engagement of a candidate introduced by the Company (the **Candidate**) shall be deemed to be acceptance of these terms and conditions. No change or amendment to these terms and conditions whatsoever shall be deemed accepted unless expressly authorised in writing by director of the Company in an addendum to this Agreement.
4. Confidentiality. Candidate details are sent to the Client on the understanding that they are treated in the strictest confidence, that the Client will not take up references or pass any Candidate details on to a third party or make direct contact with the Candidate without the Company's express permission. In addition, the Client shall not during and after termination or expiry of this Agreement, without the prior written consent of the Company, use or disclose to any other person any information of the company which is identified as confidential or which is confidential by its nature, including but not limited to any commercial arrangements agreed between the Company and the Client.
5. No warranty. The Company makes no warranty (express or implied), as to the suitability of any Candidate introduced to the Client. The Company does not accept any liability for any 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 engagement by the Client of a Candidate. The Client is responsible for the taking up of references to determine the Candidate's qualifications, capabilities, integrity, medical history and suitability to meet the job specification. It is also the Client's responsibility to obtain a work permit or any required Garda clearance for the Candidate where necessary.
6. Client Responsibility. Candidates supplied by the Company are deemed to be under the direction and control of the Client from the time they report to take up duties and for the duration of the assignment (where applicable). The Client agrees to be responsible for all acts, errors and omissions of the Candidate whether

they be wilful, negligent or otherwise and shall indemnify and keep the Company indemnified against any losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses) awarded against or incurred by or paid by the Company in connection with all such acts, errors and omissions.

7. Fees. The fee for each type of Service shall be as set out in the relevant Appendix (the **Service Fee**). The Service Fee is exclusive of VAT which shall be payable by the Client subject to receipt of a VAT invoice from the Company. Payment is due thirty (30) days from the date of the invoice. Failure to provide the Company with any of the relevant documentation, including but not limited to New Client Form or a valid purchase order at the time of procurement does not constitute a valid reason for delay in payment. An additional interest charge in line with the ECB daily rate will be imposed on the total value of invoices remaining unpaid at the end of each month.
8. Limitation of Liability. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement and the provision of the Services shall not under any circumstance exceed the amount of the Service Fee paid by the Client to the Company in the twelve-month period preceding the incident giving rise to the liability. Neither party shall in any event be liable for any special, indirect, consequential or economic loss (including loss of profits).
9. Indemnity. The Client shall indemnify (and keep indemnified) the Company against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses together with VAT thereon) awarded against or incurred or paid by the Company (to or in respect of Candidates or otherwise) as result of or in connection with:
 - (a) any negligent act or omission, fraud or fraudulent misstatement or wilful misconduct, of the Client, its employees or officers;
 - (b) the Client's products or services;
 - (c) the Client's breach of any term or provision of this Agreement; and/or
 - (d) Client's breach of statutory obligations.
10. Insurance.
 - 10.1 The Client shall effect and maintain throughout the period of this Agreement, [save with respect to the provision of permanent staff in accordance with Appendix A], the following insurance coverage in respect of the provision of the Services. Any limits shown are minimum requirements:
 - (a) Employer's liability insurance with a minimum limit per occurrence or accident of €13,000,000 in respect of Candidates engaged in the provision of Services. Such insurance shall be in the joint names of the Client and the Company.
 - (b) Public liability insurance for bodily injury or property damage with a limit of indemnity of €2,500,000 for any one occurrence and unlimited in any period of insurance. Such insurance shall be in the joint names of the Client and the Company.
 - (c) Product liability insurance for bodily injury or property damage with a limit of indemnity of €2,500,000 for any one occurrence and in aggregate for a period of insurance. Such insurance shall be in the joint names of the Client and the Company and shall include contractual liability.
 - 10.2 All such policies of insurance must be effected with a reputable insurance company acceptable to the Company.
 - 10.3 The Client shall furnish, upon request, the Company with properly executed and valid certificates of insurance and shall notify the Company, no less than thirty (30) days in advance of the cancellation of any insurance policy. In the event that the Client does not procure alternative insurance within that thirty (30) day period, the company may immediately terminate this Agreement.
 - 10.4 Should Client or Company personnel be required to travel, including foreign travel, in order to perform the Services, the Client shall, in addition to the above, and where applicable, take out any necessary travel and medical insurances. The Company shall not be liable for and shall not cover any expenses arising out of any

medical or medical requirements or accident, death or injury. All such incidents arising in connection with this section shall be the responsibility and liability of the Client.

- 10.5 The Company provides public liability insurance to cover all Candidates supplied to the Client on a contractual basis for accidents arising out of the Company's legal negligence. No liability is accepted by the Company for any claims arising out of services provided by the Candidates supplied by the Company whilst under the control or direction of the Client including any actions, costs, claims, expenses, proceedings or otherwise, including but not limited to the death, injury, damage or otherwise of the Candidates supplied or any third party, their respective clothing and other personal property, together with all consequential loss howsoever arising, suffered or incurred. The Company does not accept any responsibility or liability for professional negligence or errors or omissions whilst Candidates are under the Client's custody or control, unless otherwise agreed in writing between the parties prior to the Candidate commencing the assignment.
11. Non-Solicitation. The Client agrees that for the duration of this Agreement and for a period of twelve months thereafter it shall not solicit or endeavour to solicit or entice away any permanent employee of the Company. Should this solicitation occur, the Client will be liable to pay the Introduction Fee from the date the Company becomes aware of the Appointment of any permanent employee of the Company. The fee shall be based on the total gross annual salary payable by the Client in respect of his or her employment in accordance with the scale ranges in Appendix 1, Clause 3 below.
12. Termination. The Company reserves the right, without notice or reason, to refuse to supply or continue to supply personnel or services (without prejudice to any separate contract or agreement), without liability for any loss or damages whatsoever, either directly or indirectly sustained by such action and without prejudice to any payments due or claim for costs or fees in respect of services already provided by the Company. Termination or expiry of the arrangement as agreed between the parties will not affect the rights or liabilities accrued by the Company or the Client prior to termination or expiry or any terms intended or expressly stated to survive such termination or expiry (including, for the avoidance of doubt sections 4, 6, 7, 8, 9, 11 and the indemnity provisions in each Appendix).
13. The terms of this Agreement supersede and replace all previous notification of terms and conditions.
14. Governing Law. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of the Republic of Ireland.

The individual signing below hereby represents and warrants that s/he is duly authorised to execute and deliver this Agreement on behalf of the Client having read and agreed to abide by the terms and conditions as set out in this Agreement and relevant Appendices.

Signed:

Print Name:

Company Position:

Company Name:

Trading Name:

APPENDIX A - PERMANENT STAFF

1. For the purpose of these Appendices the following terms shall be defined as follows. '**Permanent Appointment**' shall mean Candidates introduced to the Client by the Company and engaged for employment by the Client or any other business, firm or company on a permanent basis and who shall be paid by the Client. '**Introduction**' means the presentation of the Candidate's details by the Company to the Client whether or not the Client knew about such a Candidate previously. '**Appointment**' means the entering into of a contractual arrangement between the Client and a Candidate (oral or written) under a contract of employment/service or for services whether temporary or permanent.
2. Fees are charged by the Company and payable by the Client for the introduction of a Candidate leading to their appointment. Should a Candidate introduced to the Client be passed on to a third party by the Client with a resulting engagement of said Candidate then the original Client shall be liable for the Service Fee.
3. The Client agrees to notify the Company immediately upon engagement of a Candidate Introduced to the Client. Upon the Candidate commencing employment with the Client, the fee as detailed below shall be immediately invoiced and the Client shall pay the fee within thirty (30) days (the **Introduction Fee**). Introductions are not exclusive to specific jobs and if the Client engages the Candidate in any capacity within twelve (12) months of the initial Introduction, the Client will be liable to pay the Introduction Fee from the date of any such engagement or Appointment. The fee shall be based on the total gross annual salary payable by the Client to the Candidate in respect of his or her employment in accordance with the scale ranges below (**Gross Annual Salary**).

Scale of Introduction Fees

- (a) a sum equal to 17.5% of the Gross Annual Salary up to €29,999
 - (b) a sum equal to 20% of the Gross Annual Salary from €30,000 to €39,999
 - (c) a sum equal to 25% of the Gross Annual Salary from €40,000 to €54,999
 - (d) a sum equal to 30% of the Gross Annual Salary from €55,000 +
4. **Guarantee Period.** The Company confirms and the Client accepts that the service provided is one of Introduction and not retention. In the event that any Candidate terminates an engagement within twelve (12) weeks of the specified date upon which such Candidate commenced work for the Client, other than in the case of redundancy in which case the following shall not apply, and provided that (i) the Client notifies the Company in writing of the termination of the engagement within seven (7) days; and (ii) the Client does not engage the Candidate within twelve (12) months from the date of termination; and (iii) all monies due from the Client have been paid in accordance with this Agreement (i.e. within 30 days of issue of invoice), the Company will pay the Client a refund against the Introduction Fee as follows:

Period of Employment	Refund Allowed
up to four (4) weeks	75% refund
up to eight (8) weeks	50% refund
up to twelve (12) weeks	25% refund

This guarantee period does not apply to Temporary or Contract assignments or those engagements arising from a Temporary engagement or Contract assignment which lead to a Permanent Appointment. Where a credit note is raised by the Company in respect of a refund the balance due should be paid by the Client within fourteen (14) days.

5. **Indemnity.** The Client shall be fully responsible for, and shall indemnify and keep indemnified the Company against any losses, damages, liability, claims, compensation, costs, fines, penalties and expenses (including all legal costs and expenses together with any VAT thereon) awarded against or incurred or paid by the Company (to or in respect of Candidates or otherwise) as result of or in connection with any Candidate's Introduction or Appointment to the Client, or employment with the Client, including, but not limited to any claims arising under common law, tort, contract, equity, statute (including any claims for a redundancy payment or for unfair dismissal), or howsoever otherwise arising.

APPENDIX B - CONTRACT STAFF

1. Gross Annual Salary, Introduction Fee, and Permanent Appointment shall have the meaning set out in Appendix A.
2. The Candidate will be a direct employee of the Client, whereby the Client assumes all employer responsibilities for the Candidate on the assignment. An agreed fee comprised of the Introduction Fee as set out in Appendix A, plus 2.5% of the Gross Annual Salary to be paid to the Candidate, prorated for the duration of the contract shall be payable by the Client to the Company.
3. In the event that the position becomes permanent an Introduction Fee as set out in Appendix A Clause 3 becomes payable within thirty (30) days of such event.
4. **Indemnity.** The Client shall be fully responsible for, and shall indemnify and keep indemnified the Company against any losses, damages, liability, claims, compensation, costs, fines, penalties and expenses (including all legal costs and expenses together with any VAT thereon) awarded against or incurred or paid by the Company (to or in respect of Candidates or otherwise) as result of or in connection with any Candidate's employment including, but not limited to any claims arising under common law, tort, contract, equity, or statute (including any claims for a redundancy payment or for unfair dismissal), or howsoever otherwise arising.

APPENDIX C - TEMPORARY AND 'PAYROLL' STAFF

1. Gross Annual Salary, Introduction Fee, and Permanent Appointment shall have the meaning set out in Appendix A.
2. The Candidate will be contract personnel employed by the Company and assigned to the services of the Client at an agreed hourly charge, which includes wages, statutory employer costs, percentage holiday entitlements (including bank holidays) and a Company fee. The Client will in all respects comply with all statutes, bye-laws and legal requirements in respect of the Candidate to which the Candidate is ordinarily subject in respect of the Client's own staff. The Client undertakes to supervise the Candidate and in the event that the Client finds the Candidate to be unsatisfactory, a complaint must be made by telephone and confirmed in writing within one day of such finding. Suitable action will then be taken; however, the Client waives any right to withhold payment.
3. **Hourly/Daily Rates.** The Client agrees to pay the hourly charge of the Company in respect of all hours actually worked by the Candidate, such charge to be agreed when the Candidate is booked. Other expenses may be agreed between the parties and shall be itemised on the Company's invoice in addition to the agreed hourly/daily charge. The Company reserves the right to vary the charge on an existing or subsequent assignment with immediate effect subject to prior notification being given to the Client. The Client shall notify the Company within eight (8) hours of a Candidate commencing the engagement in the event of the Candidate proving unsatisfactory. The Company shall be responsible for the Candidate's remuneration including the deduction of PAYE, PRSI and any other taxes that may be levied. The Company will also be responsible for making returns to the relevant authorities for these deductions.
4. **Temporary to Permanent.** If the Client wishes to engage the Candidate on a permanent basis within twelve (12) months of cessation of a temporary assignment, then in addition to the temporary fees already paid, the Client shall pay an Introduction Fee as set out in Appendix A Clause 3.
5. **Payroll.** The Company provides a 'Payroll Only' service for the processing of 'pre-identified Candidates'. '**Pre-identified Candidates**' shall mean those Candidates the Client has identified and deemed suitable to carry out the Services. The Client agrees to pay the hourly charge of the company in respect of all hours actually worked by the Candidate, such charge to be agreed before commencement of the Candidate engagement. The Company will be responsible for the Candidate's remuneration including the deduction of PAYE, PRSI and any other taxes that may be levied. The Company will also be responsible for making returns to the relevant authorities for these deductions. For the avoidance of doubt all terms and conditions applicable to Temporary staff shall apply equally to 'Payroll Only' staff.
6. **Indemnity.** Unless otherwise agreed in writing the Client shall be fully responsible for, and shall indemnify and keep indemnified the Company against any losses, damages, liability, claims, compensation, costs, fines, penalties and expenses (including all legal costs and expenses together with any VAT thereon) awarded against or incurred or paid by the Company (to or in respect of a Candidate or otherwise) as result of or in connection with any Candidate's employment including, but not limited to, any claims arising under common law, tort, contract, equity, statute (including any claims for a redundancy payment or for unfair dismissal), or howsoever otherwise arising. Notwithstanding the foregoing, the Client shall not be liable under this indemnity for any claim or claims for a statutory redundancy payment brought by a Candidate unless the Candidate has been wholly engaged in providing services to the Client for a period of 104 continuous weeks or more. For the avoidance of doubt, this paragraph 6 applies to both Pre-Identified Candidates, and to Candidates who are not Pre-Identified Candidates.

APPENDIX D - DATA PROTECTION

1. INTERPRETATION

1.1 Defined Terms: In this Appendix:

“**Data Protection Acts**” or “the DPA” means the Data Protection Acts 1988, 2003 and 2018 as amended, revised, modified or replaced from time to time and any statutory instruments and associated implementing legislation;

“**Data Protection Commissioner**” or “**DPC**” means the data protection authority for the time being in the territory of Ireland;

“**Data Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Data.

“**Data Subject Access Request**” or “**DSAR**” has the same meaning as the “Right of access” in Section 4 of the Data Protection Acts.

“**General Data Protection Regulation**” or “**GDPR**” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing the Data Protection Directive;

“**Shared Data**” means the data, including Personal Data to be shared between the Parties under Clause 2.2 of this Appendix;

1.2 Construction: In this Appendix, unless the contrary intention is stated, a reference to:

Data Controller, Data Processor, Data Subject, Personal Data, Sensitive Personal Data, Special Categories of Personal Data, processing and appropriate technical and organisational measures shall have the meanings given to them in the DPA, or, following the coming into force of the GDPR, in the GDPR;

1.3 Exercise of powers of control: Where any obligation in this Appendix is expressed to be undertaken or assumed by any party, that obligation is to be construed as requiring the party concerned to exercise all rights and powers of control over the affairs of any other person which it is able to exercise (whether directly or indirectly) in order to secure performance of that obligation by each such person as if that person were bound by that obligation.

2. DATA PROTECTION

2.1 Sharing of Personal Data: This Appendix sets out the framework for the sharing of data, including Personal Data and Sensitive Personal Data or Special Category of Personal Data, between the Parties as Independent Data Controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

2.2 Agreed purposes: The Parties agree to only process Shared Data for the following purposes: For the provision of recruitment services by the Company to the Client and data processed by the Client as part of the Client’s HR application process and compliance with its legal obligations. This does not prevent the parties from data gathering from the data subject in accordance with their own independent processes, as set out in their own independent privacy statements. Agreed purposes defines and confines the processing of data that is shared between the parties for the purposes of the recruitment consultancy service provided by the Company to the Client.

2.3 Further processing: The Parties shall not process Shared Data in a way that is incompatible with the purposes described in Clause 2.2. This applies to the independent processing carried out by the parties to this agreement which is set out in their own privacy notice for their own processing requirements.

2.4 General Compliance: Each Party shall ensure compliance with applicable data protection laws at all times during the Term.

2.5 Types of data: The following types of Personal Data will be shared between the Parties during the Term of this appendix: a) Candidates CV’s for consideration against vacancies; b) Contact details for relevant personnel associated with the service to include but not limited to HR, Recruitment, Hiring Managers, Accounts, Procurement; c) Emails regarding feedback for candidates’ applications and interviews; d) References for candidates; e) information provided in confidence; this list is not exhaustive and may be varied in accordance with a particular position or requirements relevant to the recruitment process.

2.6 Sensitive Personal Data and Special Categories of Personal Data: Sensitive Personal Data and Special Categories of Personal Data will not be shared between the Parties without the express permission/consent of the candidate, noted in writing from the candidate by the party requiring the disclosure, wherein the candidate is made aware of the reasons for disclosure/sharing of this data and the consequences that may arise should they withhold their permission/consent.

- 2.7 **No irrelevant or excessive data:** The Shared Data must not be irrelevant or excessive with regard to the purposes described in Clause 2.2
- 2.8 **Fair and lawful Processing:** During the Term each Party shall ensure that it processes the Shared Data fairly and lawfully.
- 2.9 **Grounds for Processing:** Each Party shall ensure that it processes Shared Data on the basis of one or more of the following legal grounds:
- (a) Data Subject has freely given his or her explicit, specific, unambiguous consent;
 - (b) processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;
 - (c) processing is necessary for compliance with a legal obligation to which the Parties are subject, other than an obligation imposed by contract;
 - (d) processing is necessary in order to protect the vital interests of the Data Subject;
 - (e) processing is necessary for the purposes of the legitimate interests pursued by the Parties except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Data Subject.
- 2.10 **Retention Periods:** The Parties shall retain or process Shared Data for the longest of the following retention periods that applies: a) the period that is necessary to carry out the Agreed Purposes; or b) any period prescribed by applicable law or by best industry practice.
- 2.11 **Transfers:** The Data Recipient shall only disclose or transfer the Shared Data to a third-party data controller or processor so long as the third-party data controller or processor is contractually bound by the same data protection obligations that both parties are bound by under this Appendix. Candidates will be made aware in advance of any data sharing where such data sharing and consequent data transfer results in the data subject's personal data leaving the European Union.
- 2.12 **Security and Training:** Both Parties shall use appropriate safeguards to protect the Shared Data from misuse and unauthorised access or disclosure, including a) maintaining adequate physical controls and password protections for any server or system on which the Shared Data is stored; b) ensuring that data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted; and c) taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this Appendix.
- 2.13 **Data Security Breaches and Reporting Procedures.** The Parties undertake to notify any potential or actual losses of the Shared Data to each other as soon as possible and, in any event, within two (2) calendar days of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable data protection laws and guidance.
- 2.14 **Mutual Assistance:** The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security breach in an expeditious and compliant manner.
- 2.15 **Obligation to Inform:** a) The parties agree to inform each other in the event that a data subject exercises their data subject rights under DPA or GDPR in order to ensure compliance with the discharge of the obligations pursuant to those rights; the data subject will be informed of this agreement and of this disclosure by the party to whom the data subject has directed their correspondence in the first instance; b) In the event of a dispute or claim brought by a data subject or the Data Protection Commissioner concerning the processing of Shared Data against either or both Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 2.16 **Obligation to Abide:** Each Party shall abide by a decision of a competent court or of the Data Protection Commissioner which is final and against which no further appeal is possible.
- 2.17 **Mutual Warranties:** Each Party warrants and undertakes that it shall: a) process the Shared Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations; b) make available upon request to the Data Subjects who are third party beneficiaries a copy of this Appendix, unless the Clause contains confidential information; c) respond within a reasonable time and as far as reasonably possible to enquiries from the Data Protection Commissioner in relation to the Shared Data; d) respond to DSARs and all other requests from Data Subjects in accordance with applicable law; e) where applicable, maintain registration with all relevant Data Protection Commissioner to process all Shared Data for the Agreed Purpose; and f) take all appropriate steps to ensure compliance with the security measures set out in Clause 2.12; g) keep each other indemnified in respect of any breaches of DPA and GDPR or in respect of any shared data; h). maintain appropriate insurance in respect of data protection obligations.