

**Terms of Engagement between Sigmar Recruitment Consultants Limited** (hereafter referred to as Sigmar) **of 13 Hume Street, Dublin 2 and**

**You will be required to be flexible in this position and must be prepared to undertake other work as may be assigned to you by Sigmar from time to time.**

**Place of Work**

You will be required to work at the premises of Sigmar’s clients as and when required.

**Hours of Work**

Hours worked per day will vary per assignment and will be dictated by Sigmar’s clients.

**Remuneration**

The hourly rate of pay will vary per assignment and the pay rate will be agreed with you in advance of commencing the assignment. Overtime pay rates vary and its payment is at the discretion of Sigmar’s clients.

Your payment will be calculated by multiplying the hourly pay rate, by the number of confirmed hours worked which are recorded on the weekly time sheet and signed by an authorized representative of the Client. The hours on the time sheet will be rounded up / down to the nearest quarter hour.

You will be paid weekly in arrears on the Thursday following the week worked via electronic banking transfer.

It is important to note that failure to return your time sheet (signed by the client) by 11am on the Monday after the week worked will result in non-payment of wages for that week. Should this occur your wages will then be carried over to the following week.

**Pension**

Access to the Sigmar Group PRSA Scheme is provided through IFG Corporate Pensions.

**Holiday Entitlement**

Entitlement to holidays starts to accumulate from the moment your employment starts. This is calculated at minimum 8% of all hours worked and is accumulated in proportion to the amount of time worked on each assignment during the year. The annual leave year will commence on the date that you start your first assignment.

You are entitled to Public Holiday Pay if you have worked 40 hours during the five weeks ending on the week prior to the public holiday, in accordance with the provisions of the Organisation of Working Time Act, 1997.

**The Protection of Employees (Temporary Agency Work) Act**

At all times Sigmar will operate in accordance with the Act and will make all reasonable efforts to ensure that Sigmar’s client has confirmed that pay and basic working & employment conditions details are provided in compliance with the Act.

**Incapacity for work**

Sigmar does not provide sick benefit or any other payment for incapacity. If for any reason you are unable to attend work, please contact your consultant by phone by 9am at the latest to inform them of your absence. You must inform your consultant each day that you are absent from the assignment.

**Notice**

Except in circumstances justifying immediate termination of your employment by the company you will be entitled to receive the appropriate period of notice set down in the Minimum Notice and terms of Employment Acts, 1973 – 2001. You will be required to give Sigmar one week’s notice of termination of your employment.

**Health & Safety**

In accordance with the Safety, Health and Welfare bill; recruitment agencies are not responsible for the temporary worker whilst on client premises. It is therefore your responsibility to ensure you become familiar with the Health & Safety Policy of any client company you are working in and adhere to the relevant policy.

Employees while at work must adhere to duties in Section 13 of the ACT. These include the following:

* To take reasonable care to protect the health and safety of themselves and of other people in the workplace
* Not to engage in improper behavior that will endanger themselves or others
* Not to be under the influence of drink or drugs in the workplace
* To undergo any reasonable medical or other assessment if requested to do so by the employer
* To report any defects in the place of work or equipment which might be a danger to health and safety

**Continuation of Work**

Sigmar Recruitment Consultants will as much as it is possible assign you to temporary work on a continual basis, however, Sigmar cannot guarantee continuity of assignments. Sigmar reserves the right to terminate a temporary assignment at any time with immediate effect or to cancel an assignment before it begins without notice or compensation to the temporary employee.

Any assignment may be terminated immediately if the employee is unable or fails to satisfy Sigmar that the employee has the skills, qualifications, ability, and experience necessary to carry out the duties required by either Sigmar or its client.

This contract may be terminated with immediate effect as a result of misconduct, breach of Health & Safety guidelines, failure to obey Client’s instructions, lateness, unapproved absence, abuse of email, abuse of Internet, making/taking private phone calls.

**Subsequent Temporary Assignments/Permanent Employment**

You are obliged to inform Sigmar immediately in the event of being offered a permanent role as a result of being introduced to a client by Sigmar.

**Data Protection & Confidentiality**

## In accordance with the Data Protection Act of 2018 and the General Data Protection Regulation (GDPR) (EU) 2016/679, you must comply, and warrant all applicable Data Privacy Laws in your respective capacity as data owner/data controller and/or data processor/licensee as applicable;

*Definition of Confidential Information*. "Confidential Information" includes, without limitation, data and information, in any form, relating to the Client and its affiliates, subsidiaries’ products, inventions, discoveries, software, databases, trade secrets, secret processes, financial data and marketing information, any other information that is designated or identified as confidential, and all summaries, analyses, compilations, studies, notes or other documents in whole or in part containing any of the foregoing information, and all materials provided pursuant to this Agreement (including all information relating to the Services). Confidential Information shall not include information: (a) which is or becomes generally available to the public without the wrongful act or breach of this Agreement by either party; (b) is approved for release by the prior written consent of The Client; (c) which demonstrates was lawfully in your possession from a third party prior to the date of this Agreement without obligation of confidentiality; or (d) which is required to be disclosed by court order or other legal or administrative process, provided that you shall give The client timely notice prior to disclosing such information.

You may be asked to sign an additional Data Protection and/or an Intellectual Property agreement depending on the client assignment you are assigned to.

Failure to comply with, or any breach of, the Data Protection Act 2018 and/or the General Data Protection Regulation (GDPR) (EU) 2016/679 or the Confidentiality policy of Sigmar’s client will be deemed as gross misconduct and will invoke disciplinary rules which may lead to the termination of your contract with Sigmar Recruitment.

*Your Data Protection Rights.* **For information regarding your Data Protection Rights and how Sigmar protects and uses your personal information, please refer to Sigmar’s Privacy Statement using this link;** [**https://www.sigmarrecruitment.com/privacy-statement**](https://www.sigmarrecruitment.com/privacy-statement)**.**

**Conduct**

While working on assignment in a client company, you should respect their code of conduct and performance guidelines includes, without limitations, internet and email policies, dress code and communication. If you have any issue please contact your consultant in Sigmar who will make every effort to resolve the problem. Additionally, all information you have access to must be treated in a confidential manner. This applies during the course of the assignment and indefinitely thereafter.

Signed:……………………………………………. Date:….../...…/..…..