

### **Standard Terms & Conditions**

These terms and conditions of business are between Richardson Staff Recruitment (“the Agency”) and the Employer (the Client) and are deemed to be accepted by the Client by virtue of an interview for the engagement (which term includes employment or whether under a contract of service or of services) of applicant(s) introduced by the Agency, or by the use by the client of the Agency’s temporary workers.

#### **Permanent Staff**

1. The Client will notify the Agency immediately if an applicant, introduced by the Agency, is engaged and pay the fee due in accordance with clause 2 hereof within 7 days of the receipt of the invoice.
2. The fee paid by the client for the introduction of an applicant resulting in an engagement is based upon the commencing salary or wages calculated on an annual basis, together with any allowances and other payments forming part of taxable emoluments referred to as total remuneration, as agreed to be paid by the client to the applicant engaged in accordance with scale of fees. VAT is charged at the current rate 21% for service industry.
3. Should the engagement cease before the beginning of the 13<sup>th</sup> week, the agency will source an alternative staff member at no extra cost to the client or a refund will be made in accordance with the standard Scale of Refunds, provided that the client notifies the Agency in writing within fourteen days of the cessation of employment of the applicant. Clause 10 refers to the fees applicable to the engagement of a temporary worker to the client’s permanent staff.
4. Introductions by the Agency are confidential and are made individually to the Client. If the Client or a on the introduction to any other person, firm or corporation resulting in an engagement, the Client will be liable for payment of the fee as set out in clause 2.
5. A full fee will be charged for any applicant engaged as a consequence of or resulting from, an application by the Client to the Agency, even though the introduction is made indirectly.
6. The Agency endeavours to ensure the suitability of any applicant introduced to the Client. The Client shall notwithstanding satisfy themselves as to the suitability of any applicant and shall take up any references provided by an applicant and/or the company before engaging such applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any applicant and satisfy any medical and other requirements or qualifications required by law.
7. The Agency can accept no liability of any kind 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 indirectly from any act or omission of any applicant introduced by the Agency, even if such act or omission is negligent or fraudulent or reveals dishonest.

#### **Temporary Staff**

8. The Client shall pay the hourly charges for all hours actually worked by the temporary worker. Travelling, hotel or other expenses as may be agreed shall be itemised on the Agency’s Invoice in addition to these charges. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis at rates varying according to the number of hours required in any one week, Monday to Friday. No charge is made for Tea breaks, etc. and charges are inclusive of all P.R.S.I. and other statutory costs but exclusive of VAT. Vat is charged at the current rate for service industry.
9. Charges which largely represent wages paid are invoiced weekly, and are payable immediately upon receipt of Agency’s Invoice.
10. The Agency is responsible for the payment of wages to each temporary worker and the deduction and payment of all statutory contributions in respect of P.R.S.I. and PAYE and all other appropriate taxes usually borne by an employer.

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11. The engagement by a Client of a temporary worker or former temporary worker whether for a definite or indefinite period on a permanent basis or the use on a temporary basis but remunerated directly by the client or the introduction by the client of such temporary worker to the other employers resulting in an engagement or use on a temporary basis by such other employer renders the Client liable to pay the fees in accordance with the terms for "PERMANENT STAFF" set in Clause 1-6 provided that engagement takes place within a period of six months from the termination of any temporary assignment.
12. The client hereby confirms that they will immediately effect full public and employers liability insurance and will produce evidence thereof to Adams Cross Ltd on demand and will indemnify Adams Cross Ltd, its principals, servants and agents in respect of any claims howsoever arising.
13. In such cases the refund clause will not apply since it is considered that mutual suitability will have been established during the period of the temporary assignment.
14. The supervision, directly of health, safety and control of a temporary worker assigned to the Client is the responsibility of the Client for the duration of the assignment. If the services of the temporary worker prove to be unsatisfactory to the Client, the Agency will reduce or cancel the charge for the time worked provided that the temporary worker leaves the assignment immediately and that notification by telephone is received by the agency either: (i) Within five hours of the temporary worker commencing duties, where booking is for more than seven hours or (ii) within two hours for bookings of seven hours or less and is confirmed in writing to the Agency within 24 hours.
15. Whilst every effort is made by the agency to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from workers and further to provide them in accordance with requirements, by reason of the human element involved, no liability can be accepted by the agency for any loss, expense, damage or delay arising from any failure to provide a worker or workers for all or part of the period of booking or from negligence, dishonesty, misconduct or lack of skill of the temporary workers provided.

**Scale of Fees**

For the introduction of permanent staff, based on first years annual salary:

€ Up to € 24,000	10%
€ 24,001 to 35,000	15%
€ 36,000 to € 55,000	17.5%
€56,000 to € plus	20%

**Standard Scale of Refunds**

Engagements terminating during or at end of:

Week 1 & 2	75%
Week 3 & 4	65%
Week 5 & 6	50%
Week 7 & 8	40%
Week 9 & 12	30%

Signed by Client: \_\_\_\_\_

Title: \_\_\_\_\_

Client Company Name : \_\_\_\_\_

Date \_\_\_\_\_

Signed by Richardsons Staff Recruitment: \_\_\_\_\_

Title \_\_\_\_\_