



Sonas Recruitment Ltd

Terms Agreement

Client logo

Client Name

INTRODUCTION

This 'Agreement to Supply Sonas Recruitment Limited Services' (the "Agreement") is made on **XXX DATE XXX** between **Sonas Recruitment Limited** of Southern Link Business Park, Unit D10 South, Naas, Co. Kildare, W91 HH39 (hereinafter referred to as the "Company") and **CLIENT NAME**, client address (hereinafter referred to as the "Client").

The Agreement is made up of two main parts as follows:

- Part 1 – is generic and covers the general Terms of Business between the Company and the Client
- Part 2 – is a summary of the agreed terms specific to the Client and the Company

Definition of terms:

The following definitions of terms apply to the Agreement in its entirety:

"Company" means Sonas Recruitment Limited and includes any person employed by Sonas Recruitment Limited and / or related companies and / or business entities in what so ever format of Sonas Recruitment Limited.

"Candidate" means the person introduced by the Company to the Client.

"Client" means the person or company who accepts the Services from the Company or whose request for The Company to supply such Services to The Client is accepted by The Company.

"Conditions" means the standard terms and conditions set out in this document and shall also include any terms and conditions agreed in writing between the Client and the Company that upon acceptance thereof shall represent the contract between the Client and the Company.

"Commencement Date" means the date on which the Candidate accepts the Client's 'offer of employment' or the Client's 'offer to engage the Candidate's services', in whatever capacity, contractual style or format, and the Company re-positions the Candidate records it holds to secure the availability of this Candidate solely for the Client.

"Data Protection Policy" is the procedure adopted by the Company from time to time to manage what and how personal (such as information gathered re name, address and telephone numbers) and sensitive personal (such as information gathered via photographs and via CV's) data submitted to the Company is collected, managed and stored.

"Engagement" is the contractual link between the Company and the Client and will last throughout the Engagement Period.

"Information" describes all data, documents, knowledge, assets, contacts and access to other benefits that are accessible by the Client as a result of this Engagement.

"Introduction" means the referral, introduction or presentation of the Candidate or the personal details of the Candidate or information which identifies the Candidate, by the Company to the Client whether on a formal or informal basis and includes the acceptance by the Client of the resume or the interviewing or any other acceptance by the Client of the Candidate.

PART 1 TERMS OF BUSINESS

1. Interpretation

1. Words importing one gender include all other genders and words importing the singular include the plural and vice versa;
- 1.2 Any written or verbal quotation of the Company that is accepted by the Client or any written or verbal request of the Client for services which is accepted by the Company will be subject to these terms and conditions and will form the basis of the contract between the Client and the Company.

2. Acceptance

2. The Client is bound to these Conditions if a subsidiary, franchise, agency, license or partner of the Client interviews, employs or engages the Candidate in any capacity.
3. The Client will solely use all Information passed to it by the Company for the purposes of processing Information as a result of Services provided.

3. Fees Payable and Payment Terms

1. The Introduction Fee will be due to the Company from the Client from the Commencement Date, and is payable within twenty-eight (28) days of the date of the invoice from the Company
2. All fees may be subject to VAT as charged from time to time in Ireland.
3. The Company reserves the right to charge interest on invoiced amounts unpaid for more than sixty (60) day. Interest will be charged on overdue accounts at the rate of X% per month until payment. Any costs incurred by the Company in collecting overdue accounts will be borne by the Client.
4. The Introduction Fee is calculated as an agreed percentage of gross base salary during the first 12 months of the candidate's Engagement. Where a day rate is agreed between the Candidate and the Client, the salary for the purposes of the Introduction Fee shall be calculated as 'Day Rate (€) x 232'*.
*[Calculated as 365 days less 134 non-working days (20 days annual leave, 9 public holidays, 104 weekend days)]
5. Where prior to the commencement of the Engagement the Company and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable had the Candidate first been Engaged for 12 months or more.

4. Rebates

1. Rebates will only be applicable where the Introduction Fee has been received according to 3.1
2. In case of redundancy, there will be no rebate.
3. If the Candidate for whatever reason ceases to be employed or engaged by the Client within twelve (12) weeks of the Commencement Date, the Company will offer, at its sole discretion, a rebate of the fee paid on the sliding scale shown in the table overleaf:

Employment Period	Rebate
0 – 4 weeks	100%
4 – 8 weeks	50%
8 – 12 weeks	25%

5. Introductions / Referrals & Protection

1. The Introduction of the Candidate and all documents, information and opinions communicated in relation to the Candidate are confidential.
2. The disclosure by the Client to a third party of any details regarding the Candidate which results in the employment or engagement of the Candidate with that third party within twelve (12) months of the Introduction renders the Client liable for payment of the Company’s fee as set out above with no entitlement to any refund.
3. Should the Candidate be engaged as a consequence of or resulting from the Introduction, whether directly or indirectly, within twelve (12) months from the date of the Introduction, the Client will be liable for payment of the Company’s fee as set out above.

6. Warranty

1. The Company is not liable to the Client for any loss or damage incurred by the Client or the Candidate whether caused by the Client or the Candidate or the Services received under any circumstances.
2. The Client is responsible for ensuring that the Candidate is legally permitted to work in the country in which the Candidate is to be employed or engaged.
3. The Client is responsible for ensuring that the Candidate obtains all work and other permits including, as appropriate, visas.
4. The Client is responsible for ensuring that the Candidate satisfies the medical requirements for the role to which they are employed or engaged.
5. The Company shall not be liable to the Client for any loss or damage incurred by the Client or the Candidate as result of any misrepresentations or misunderstandings by either the Client or the Candidate
6. The Company makes no warranty as to the suitability of the Candidate to a job, function or role.
7. It is the responsibility of the Client to ensure that the Candidate is suitable for the position to which they are appointed and to take up all references, verify all professional or academic qualifications and to make all credit, criminal, Garda vetting or other suitability checks.

7. Governing law / jurisdiction

This agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish courts.



PART 2 SUMMARY OF AGREEMENT

Name of Client	Client Name
Start date for Agreement	Date
Duration of the Agreement	Until such time as written notice of cessation is given by either party.
Company Contact	Name
Joining Fee	None
Candidate Fee	AGREED % of annual remuneration (see 3.4)
Rebates	As set out in 4.3
Credit Terms	28 days payment terms
Sonas Recruitment Account Manager	Name: Account Manager Tel: E-mail:

Signed	Signed
For and on behalf of the Client	For and on behalf of the Company
Print Name:	Print Name:
Position:	Position: