

TERMS OF BUSINESS

FOR THE INTRODUCTION AND SUPPLY OF TEMPORARY WORKERS (PAYE)

1 Introduction

This Terms of Business for the introduction and supply of Temporary Workers is made on **27th May 2020** between **Sonas Recruitment** of Unit D10 Southern Link Business Park,, Naas, Co. Kildare (hereinafter referred to as the "Company") and **Office of Public Works**, Jonathan Swift Street, Trim, C15 NX36 (hereinafter referred to as the "Client").

2 Definitions

In these Terms and Conditions, the following definitions apply:

"The Company" means Sonas Recruitment, 'The client' means the person, firm or corporate body to whom the Temporary Worker is introduced.

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

'Engagement' means the appointment of the Temporary Worker to perform services for or on behalf of a Client whether under a contract of service or for services.

'Remuneration' means the total of all taxable pay payable or receivable by the Temporary Worker pursuant to the Engagement.

'Temporary Worker' means the person introduced by the Company to the Client for an Engagement.

3 The Contract

1. These Terms and Conditions of Business are deemed to be accepted by the Client by virtue of an interview and/or the engagement by the client (which term includes employment or use, whether under a contract of services or for services) of the Company or Temporary Worker or the engagement by the Client of the services of the Temporary Worker.

2. The laws of this contract shall be those of the Republic of Ireland.

3. Each of the Client or the Company can terminate this contract without cause by serving no less than thirty (30) days written notice to the other party. Any termination of these terms shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force of any provision of these Terms, which is expressly or by implication intended to come into force or continue in force on or after termination.

4. These terms supersede all prior agreements, arrangements and understandings between the parties and shall constitute the entire agreement between the parties relating to the subject matter hereof.

4 Fees & Invoicing

1. Fees:

1. The Client agrees to pay the hourly or daily rate that the company advised at the time of booking of the Temporary Worker for all hours or days actually worked. For the avoidance of doubt this rate will comprise the Temporary Workers hourly or daily rate plus employers PRSI plus a sum in respect of holiday pay entitlement and any other expenses as may have been agreed multiplied by the margin percentage of 25%. There is a minimum margin of €4.00 per hour (or

€30 per day) applicable on all bookings. The Company may vary these rates with immediate effect from time to time during the Engagement.

4.1.2 If a candidate is sourced via the Client internally - Sonas Recruitment can manage the representation of candidates' employment including payroll, for a fee of 15% plus any applicable VAT will be added to the Temporary Workers hourly or daily rate as per 4.1.1. There is a minimum margin of €2.40 per hour (or €18 per day) applicable on bookings of this nature.

2. **Basis of Rates:** The rates charged are based on a 39-hour week. Unless otherwise agreed, all overtime hours worked or work on a weekend and on Bank Holidays will be charged at double time if required. All rates of pay must be in accordance with the Agency Workers Directive (Temporary Agency Work) Act 2012. A minimum of 5 hours (or one day) will be charged on all bookings where less than five hours (or one day) are worked.
3. **Direct payment of a Temporary Worker:** In the event that the Company introduces a Temporary Worker who is subsequently engaged by the Client to work on a temporary basis, whether as an employee or on a self-employed basis, the fee payable by the client shall be the amount as is agreed and confirmed by the Company in writing. In the absence of any such agreement the fee will be 25% of the Gross Weekly Salary of the Temporary Worker plus Employers PRSI and VAT.
Our Standard 'Terms and Conditions for the Introduction of Temporary Workers' will apply at all times. In the event that the Client engages this Temporary Worker on a permanent basis the Introduction fee will then become payable should the Temporary Worker accept the Engagement; The client agrees to notify the Company immediately and provide details of the Remuneration
4. **Holiday Pay:** The Company will make all payments for holiday pay to the Temporary Worker unless by prior agreement. Ordinary annual public holidays are accrued.
5. **Invoicing:** Charges, which represent remuneration paid, are invoiced weekly and are payable within 7 days unless a prior agreement is in place and documented. Each account is assigned a sales credit line, should the account reach this limit before the account payments are to fall due, the client agrees to make an on- account payment. If this increase is due to business growth then this sales credit line can be reviewed to incorporate same. Should The Client be in breach of this credit line or if invoices fall overdue, the Company reserves the right to remove the Temporary Agency Worker from the booking with immediate effect.
6. **Remuneration:** The Company assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions.
7. **Cancellation of Booking:** If a client has made a booking and wishes to cancel same they must do so by telephone or email 15 hours' prior to commencement of work. Failure to do so will result in a minimum charge of 5 hour's work.

5 Direct & Indirect Introduction Fees

The Engagement or use by a client of a Temporary Worker or former Temporary Worker Introduced by the Company whether for an indefinite period or definite period or the introduction of such Temporary Worker or former Temporary Worker to other employers with a resulting engagement renders the Client subject to payment of an amount equivalent to our normal placement fee of 15%, provided that the Engagement takes place within a period of twelve months from the termination of any temporary assignment.

The client shall be liable to pay the appropriate Company fee if It refers the Temporary Worker to its subsidiary or associated companies or any third party, which engages the Temporary Worker.

An introduction fee is also payable in respect of a Temporary Worker who, subsequently becomes incorporated under a limited company where there is an engagement, use or introduction of that limited company in accordance with this clause. In all cases, VAT is payable on the entire introduction fee.

6 Suitability & Supervision of Temporary Worker

1. Every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Temporary Worker and further to provide the Temporary Worker in accordance with booking details. No liability will be accepted by the Company for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of the booking or from negligence, dishonesty, misconduct or lack of skill of the Temporary Worker provided. Notwithstanding the above the Client shall take steps as it deems necessary to satisfy itself as to the suitability of the applicant and is responsible for taking up any reference provided by the Temporary Worker and/or The Company before engaging the Temporary Worker. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examination and/or investigations into the medical history of the Temporary Worker and satisfying any medical and other requirements or qualifications required by law.
2. The Client undertakes to supervise the Temporary Worker assigned, sufficiently to ensure the clients satisfaction with reasonable standards of workmanship, but if the services of a Temporary worker prove unsatisfactory the Company must be informed in writing. Should the temporary worker be unable to perform the duties required by the client the client agrees to dismiss the temporary worker immediately and inform the company. Failure to do so will result in the client being fully charged for the hours or days completed.

7 Liability

Temporary Workers provided by the Company operate under contracts for services and are deemed to be under the direction of the Client from the time the Temporary Worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. In addition, the Client will in all respects comply with all statutes, bye-laws and legal requirements to which the Client is ordinarily subject in respect of the Clients own staff, but excluding the matters specifically mentioned in the paragraph above. In particular, we note that the Client is responsible for the provision of adequate Employers and Public Liability insurance cover for the Temporary Worker for the duration of the assignment. The Client shall indemnify the Company against any costs, claims, damages and expenses incurred by the Company arising out of the Engagement or use of the Temporary Worker by the Client.

Temporary Workers who are placed continuously with a Client for a period in excess of 12 months are subject to the Unfair Dismissals Act and for the purposes of this Act, the Client, as user company, is deemed to be the Employer. Clients are required to inform themselves fully of the implications of legislation pertinent to the employment of Temporary Workers.

The Company shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the Introduction or Engagement of any Temporary Worker or from the failure of the Company to introduce a Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8 Rest Periods and Breaks must be in line with the 'Organisation of Working Time Act 1997'

9 Protection of Employees (Temporary Agency Work) Act 2012

The Client accepts responsibility for the terms and conditions contained in the 'Protection of Employees (Temporary Agency Work) Act 2012'. The Client shall provide, at the appropriate time, all Agency Workers Directive (AWD) Information in the format designated by the Company in order for the Company to comply with its obligations pursuant to the 'Protection of Employees (Temporary Agency Work) Act 2012'.

(1) It shall be the duty of the hirer of an agency worker to provide the employment agency that employs that agency worker with all such information in the possession of the hirer as the employment agency reasonably

requires to enable the employment agency to comply with its obligations under this Act in relation to the agency worker.

(2) Where proceedings in respect of a contravention of this Act are brought by an agency worker against an employment agency and the contravention is attributable to the failure by the hirer of the agency worker to comply with this section, the hirer shall indemnify the employment agency in respect of any loss incurred by the employment agency that is attributable to such failure.

10 GDPR

In regard to the General Data Protection Regulation (EU), 2016/679, we have express permission from our candidates who are applying for either temporary or permanent positions with our clients to disclose certain information on their behalf solely intended for the purposes of attaining work through Sonas Recruitment. By engaging our services you are agreeing to our GDPR Policy statement. This can be found on our website or emailed to your company for review by request. Retaining any information beyond the time frame set out in our policy or sharing any candidate information or contacting candidates directly is a breach of our GDPR policy. By agreeing to our terms, you are agreeing to our GDPR Policy and hereby Indemnifying Sonas Recruitment from any possible fine, penalty or prosecution arising from this breach of policy.

On behalf of the applicant, I confirm I have read and accepted the Sonas Recruitment Terms and Conditions of Business and that I am duly authorised by the above company to sign this application.

Signature: _____

Print Name: _____

Company: _____

Position held: _____