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# Resource Placement Terms & Conditions

By engaging SureSkills you agree and have accepted our terms and conditions and privacy policy.

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These Terms and Conditions are the total Terms and Conditions which govern the recruitment services undertaken by SureSkills Limited t/a SureSkills Resource Placement (hereinafter called the company) on behalf of the Employer Client ("the Client"). They are deemed to be accepted by the Client by virtue of an interview for the engagement (which term includes employment or use, whether under a contract of service or for services) of applicants introduced by the Company. No change whatsoever to these terms will be deemed acceptable unless expressly authorised and agreed in writing by the Finance Manager of the Company.

## CONDITIONS

1. Fees are charged by the company and payable by the client for the introduction of a candidate leading to their engagement. The word introduction means for the avoidance of doubt, the presentation of a candidate's details by the company to the client whether or not the client knew such a candidate previously. The word engagement means for the avoidance of doubt, the entering of a contractual arrangement whether oral or written under a contract of employment/service or for services, temporary or permanent.
2. The service provided to the client is one of introduction and while the company shall endeavour to ensure the suitability of any applicant and to maintain standards of service, the company makes no warranty express or implied as to the suitability of any applicant, their skills, qualifications and general integrity regardless of the contents of any written representations made to the client.
3. The client agrees to notify the company immediately when engaging a person introduced and of the relevant terms and to update them with any change to the agreed terms.
4. If an engagee on contract engagement to an employer is offered and accepts a permanent position during or at the end of an engagement, full fees of permanent salary become payable by the client.
5. The engagee is deemed to be under the direction and control of the client who therefore agrees to be responsible for all acts, errors and omissions be they wilful or negligent on the part of the engagee as they would be for their own staff and to comply with all legal requirements and entitlements applicable towards the engagee. Neither can the company accept liability for any loss or damage or delay, howsoever caused, by the engagee notwithstanding any representations made to the client.
6. The interviewing or engagement of a candidate introduced by the client shall be deemed to be an acceptance of these terms and conditions. All business is transacted subject to these terms and conditions unless otherwise expressly applied.

## B) CONTRACT OF ENGAGEMENT (PERMANENT PLACEMENT/FIXED CONTRACT PLACEMENTS)

### 1. NOTIFICATION OF PLACEMENT

The client undertakes to notify the company immediately upon agreeing an engagement with any applicant who has been introduced (CV sent to client) by the company during the preceding 12 months and to pay an introduction fee due in accordance with clause 2 hereof and within 30 days from date of invoice net.

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## 2. FEES

### A. PERMANENT APPOINTMENTS

- A sum equal to 15% of the Annual Salary up to €59,999
- A sum equal to 16% of the Annual Salary ranging from €60,000 - €74,999
- A sum equal to 18.5% of the Annual Salary ranging from €75,000 - €99,999
- A sum equal to 20% of the Annual Salary ranging from €100,000+

### B. CONTRACT ASSIGNMENTS

As direct employees of the Hirer, whereby the Hirer assumes all employer responsibilities for the employee on the assignment, an agreed fee equivalent to 20% of the employee's gross annual salary pro rata for the duration of the contract shall be payable by the Hirer to the Company. Should the position become permanent the remainder of the fee shall be incurred (Refer 2A). A percentage pro rata of days completed will be charged where a full month is not completed.

### C. TEMPORARY ASSIGNMENTS

As Contract Personnel employed by the Company and assigned to the services of the Hirer, an agreed hourly rate which includes wages, statutory employer costs (PRSI etc), percentage holiday entitlements including bank holidays and a company fee will be charged to the Hirer. A minimum charge equivalent to 6 hours work will apply. The company fee is charged at 20%.

### D. CONVERSION OF TEMPORARY CONTRACT TO PERMANENT EMPLOYMENT.

Pursuant to clause 4 above (Conditions), an introduction fee will arise if a temporary contractor on our payroll wishes to take up a permanent position within the client's organisation. In such cases, a once off introduction fee (in accordance with permanent fee calculation in clause 2A) will be due. This fee will be applicable for 12 months from the initial date of introduction and at 20% of our standard permanent appointments fee.

The above fees apply when a candidate is introduced to the company by submission of a CV from the date of submission up to 1 year.

## 3. REFUND OF PLACEMENT FEE

In the event of an employee leaving the employer after introduction by the Company, a replacement shall be allowed by the Company as follows (except where the candidate is made redundant):

100% Refund Allowed up to 4 weeks	75% Refund allowed from week 5-8
50% Refund allowed from week 9-12	25% of Refund allowed from week 13 - 16

### **For the avoidance of doubt:**

Employment Start Date is the date that the initial temporary assignment commenced (if applicable). No credit or refund will be made unless the company is notified in writing within 14 days of the effective date of termination.

## 4. OTHER CHARGES

When the Client retains the services of the company for a specific or for an overseas recruitment assignment, agreed retainer invoices rendered by the company shall be due and payable within 30 days from invoice date net. All agreed advertising charges will be invoiced separately from fees and retainers, and are payable within 30 days from invoice date net.

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## 5. LIABILITY

Applicants introduced to clients are carefully selected for the positions to be filled. The company will endeavour to take up references but the Client should take steps to obtain confirmation of the applicant's necessary skills, qualifications and general integrity. The company will accept no liability for any kind of 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 them to the client even if such act or omission is negligent or fraudulent or reveals dishonesty.

The company is and has always been committed to providing the highest quality of service to all our clients. We are committed to investing in people and technology that are capable of meeting this challenge.

## WHAT DOES THIS MEAN TO YOU?

### Our Service and Systems ensures the following:

1. When you notify us of a requirement, we will gain a thorough understanding of your organisation, the job, the person specification, your timescales, and how you wish to assess candidates. (This will normally require a meeting with you to enable us to present your opportunities to candidates as comprehensively as possible).
2. All potential applicants will be contacted and their suitability assessed prior to submission to you. In the majority of cases this will be by face to face interview, although time constraints may, on occasion, necessitate an interview by telephone. No C.V's will be forwarded to you without the express permission of the candidate. All candidates submitted will have expressed a definite interest in your vacancy.
3. All candidates forwarded will be continually updated on the status of their application.
4. All interviews will be arranged and confirmed with the candidates. Unsuccessful candidates will be advised and, whenever possible informed of the reason for their rejection.
5. Prior to interview, all candidates will have been fully briefed on your company and the position.
6. Following an interview, all candidates will be fully debriefed to assess their interest in the post, and advised of the next step.
7. Successful candidates will be consulted to confirm their intention to accept the position. Regular contact will be maintained with them until they are settled in their new roles.

## IN SUMMARY

You only receive details of candidates who have expressed an interest in joining your company. Both you and the candidates are kept fully briefed on the status of the application at all stages. Your company's reputation is enhanced by the high quality of contact candidates received from the Company. Your valuable management time is only used on assessing and interviewing relevant candidates.

When our services are engaged on your behalf whether on a database search, advertised vacancy or executive search, you can be assured that your organisation is consistently being represented to the highest possible standards. Our realistic approach to contract rates and recruitment fees ensures that you are getting the most cost effective Human Resources solution available in Ireland today.

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## TRADING TERMS

### A) Temporary employees & contractors

#### i) Credit limit

Your account has been opened with an approved credit limit of €\_\_\_\_\_ which is the maximum outstanding balance permitted at any one time and subject to our terms and conditions of trading. Should this figure prove insufficient for your trading requirements at any time in the future, please contact the Financial Controller. Whilst sympathetic consideration will be given to all requests received, our decision will be both final & binding & communicated to you in writing.

#### ii) Payment Terms

Payments are due within 30 days from invoice date net, for all invoices raised. All invoices raised will be inclusive of Vat, currently 23% in the Republic of Ireland and 20% in the United Kingdom.

Late payment interest: This is covered under the provisions of the "European Communities (Late Payment in Commercial Transactions) Regulations 2002 (SI 388 of 2002), effective 7th August 2002, as enacted through an amendment made to the Finance Act of 1986. "We reserve the right to charge interest @ the European Central Bank main refinancing rate (currently 1.0%) plus 7 percentage points on all overdue accounts, calculated @ the prevailing interest rate applicable on the day after payment falling due, until the day in which full & final settlement is received to clear".

If payment falls overdue by more than 7 days beyond that of our terms of trading (without "justifiable reason" & that of our prior knowledge or consent), we reserve the right to remove the services of all contactors engaged in employment with our customer.

Payment to the company is not contingent upon the client, or an associated or subsidiary company, receiving payment from a third party. Furthermore our customer agrees for these terms to remain in force as the result of a subsequent change of name, legal composition or acquisition by another business enterprise, unless otherwise agreed & confirmed in writing by ourselves.

In the event of an invoice remaining unpaid for more than 30 days past due date (without "justifiable reason" & that of our prior knowledge or consent), we reserve the right for the whole account (current & overdue) to be treated as due for immediate settlement. Failure to make full payment within a further 30 day period will result in the entire account being passed to our solicitors for collection & the account automatically closed to further business with the Company

#### iii) Account closure

We reserve the right to reduce/withdraw credit facilities or close your account at any time (and at our discretion) in the event of persistent problems arising with late settlement, or in light of adverse financial or trading information being received by ourselves.

#### iv) Submission of timesheets

It is the responsibility of the client to ensure that the contractor's timesheet is checked & approved by the appropriate manager or requestor, before being submitted to us for payment. No timesheet submitted maybe processed for payment unless accompanied by both a valid contractor/temp & manager's (requestor's) signature. Whilst every care & due diligence is exercised by the Company in

