



LIR RECRUITMENT AGENCY

(t/a Lir Business Services & Training Centre)
42 Mount St., Mullingar, Co. Westmeath.

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TERMS & CONDITIONS OF BUSINESS

- Registered Office: **Lir Recruitment Agency**
42 Mount Street, Mullingar, Co. Westmeath
- Registered in Ireland Number 161596
- Registered under the Employment Agencies Act 1971 (EA2303)

These terms and conditions are made between Lir Recruitment Agency herein after called "The Company" and the prospective employer (The Client). The Client is further defined as any person or organisation that engages the services of the Company. **You are expressly advised that Guarantee Periods as outlined in these Terms & Conditions will not apply unless payment terms have been met in full.**

Acceptance of Terms: The interviewing or appointment of a candidate introduced by The Company shall be deemed to be an acceptance of these terms and conditions. These terms supersede any previous terms and conditions and apply from **1st February 2008** until further notice. No change or amendment to these terms whatsoever, will be deemed acceptable unless authorised in writing and signed by Management of The Company.

Introduction: The term 'introduction' means the presentation of a Candidate's details. The term presentation shall be deemed to include (but not limited to) the provision by the Company of any details, be they written or oral, of a candidate for temporary/permanent employment.

Appointment/Engagement: 'Appointment/Engagement' means the offer and acceptance of a position of employment (temporary/permanent) whether oral or written. Introductions are expressly not exclusive to specific jobs and if the client engages the Candidate in any capacity whether Temp/Perm/Self Employed within 12 months of the initial introduction date of the Candidate to the Client, then the Client will be liable for a permanent placement fee at the date of notification or discovery by the Company. If the Client or a member of the Client's staff refers a Candidate introduced by the Company to any third party and that third party engages the Candidate in any capacity, then the Client will be liable for a permanent placement fee at the date of notification or discovery by the Company.

Notification: The Client agrees to notify the Company immediately on engaging or appointing a person introduced by the Company.

Contact: The Client agrees that contact with candidates is only made through the Company

Permanent Placement Fees:

Permanent placement fees are based on a percentage of commencing gross annual salary and include all taxable benefits, in accordance with the schedule given in the table below. Fees become chargeable on the commencement date with The Client. Part-time permanent placement fees are based on the pro-rated commencing annual salary and include all taxable benefits.

Salary Band	€0 to €29,999	€30,000+
Fee Percentage	15%	17.5%

Temporary Placement Fees:

Temporary fees are quoted by the Company and payable by the Client at an hourly rate. Any other expenses as may be agreed shall be itemised on The Company’s invoice in addition to this charge. The Company will be responsible for the Employee’s remuneration and statutory deductions. Rates are inclusive of social welfare payments, holiday entitlements and all statutory contributions.

Temporary to Permanent Fees:

If the Client engages a Candidate on temporary assignment on a permanent basis, then, in addition to the temporary fees already paid, the client shall pay a full permanent placement fee to The Company in accordance with the Fee schedule outlined under “Permanent Fees”. Provided that the engaged candidate has completed a continuous assignment of 26 weeks or greater, a discount from the full fee chargeable, shall apply in accordance with the following schedule:

26 weeks or more continuous assignment:	15% discount
39 weeks or more continuous assignment:	30% discount
52 weeks or more continuous assignment:	50% discount

Payment Terms for Permanent Fees

A **Confirmation of Order Form** is sent to the Client detailing the agreed fee which must be signed and returned to the Company **prior** to the candidate commencing employment with the Client. Invoices for Permanent Placement fees are due for payment within **7 days** of the candidates first working day with the Client.

Payment Terms for Temporary Fees: A **Confirmation of Order Form** is sent to the Client detailing the agreed fee which must be signed and returned to the Company prior to candidate commencing employment. Invoices and payments for Temporary Fees are issued and must be paid **1 week in advance, with absolutely no Exceptions – N.B.**

Penalty Interest: On exceeding these payments terms, penalty interest will become payable on late payment and will be calculated in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2002. This rate is calculated at 7% over the prevailing ECB rate and is calculated on a daily basis.

Service of Introduction: 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, medical history or condition, regardless of the contents of any written or verbal representations made to the Client by the Company.

References: The Company, upon request, can take up references on the Client’s behalf but it is the Clients responsibility to satisfy themselves, as to the candidate’s suitability before offering employment. The Company is not liable for any loss, damage or delay however caused by an introduction, regardless of the contents of any written or verbal representations made to the Client by the Company.

Liability: A Candidate on temporary engagement to a Client is deemed to be under the direction and control of the Client and The Client agrees to be responsible for all acts, errors and omissions, be they wilful or negligent on the part of the candidate as they would be for their own staff, to provide all necessary insurance cover and to comply will all legal requirements and entitlements applicable to the candidate. The Company is not liable for any claims arising our of the provision of services to the Client by candidates whilst under the control of the Client including any actions, costs, claims, expenses, proceedings or otherwise on respect of any death, injury, damage or otherwise to candidates, any third party, their respective clothing and other personal property together with any consequential loss, however

arising, suffered or incurred, notwithstanding any representations made by the Company to the Client.

Confidentiality: Candidate details are sent on the express understanding that they are to be treated in the strictest confidence by the Client. The Company also undertakes to treat the Client's details in the same way. The Client agrees to shred all CVs and other personal information sent to them by the Company and shall not under any circumstances refer or forward any candidates details to any third party.

Guarantee Period: The Company warrants and The Client accepts that the service provided by The Company is one of introduction and not retention. In the unlikely event of employment being terminated by either party for any reason other than redundancy within three months of the commencement date of employment, The Company will endeavour to provide a replacement candidate for that position at no additional cost. In the event that the Company is unable to provide a backfill candidate acceptable to the Client, The Company agrees to refund the client subject to the full tenure of the original candidate, according to the following schedule:

Tenure up to 2 weeks:	100% refund less €400 Admin Charges
Tenure up to 4 weeks:	50% refund
Tenure up to 8 weeks:	25% refund
Tenure up to 12 weeks:	10% refund
Tenure beyond this:	No refund applicable

This guarantee applies to all Permanent placements, but only where payment terms have been met in full, where the dismissal is justified or if the candidate has left of his/her own accord and where the Company has been advised of the termination of the engagement within 7 days. The Client accepts that any offer of a replacement candidate is expressly limited to the position vacated by the candidate and that this offer is not transferable to any other position for which the Client may be seeking candidates. This guarantee period does not apply to Temporary engagements.

I, the undersigned have read and hereby agree to abide by the **Lir Recruitment Agency** terms and conditions as set out above on Pages 1,2 and 3 inclusively.

Date _____

Signed _____

Print Name _____

Company Name _____

Company Address _____

**Company Stamp
(If available)**