

**(Company No: 353252)**

**13 Hume Street, Dublin 2, D02 F861**

**Tel: 01 4744600 Fax: 01 4744640**

**Email: info@sigmar.ie Web: www.sigmar.ie**

The following terms and conditions govern the overall relationship between Sigmar Recruitment Consultants Limited (the **Company**) and you (the **Client**)for the supply of permanent staff (the **Agreement**).

**CLIENT NAME: Yara International CLIENT ADDRESS:**

1. Terms and Conditions. These terms and conditions are entered into between the Company and the Client and govern the overall relationship between the Supplier and the Client in respect of the Company's provision of services to the Client.
2. The Services. The Company offers the Client permanent staff (the **Services**) upon the terms and conditions set out in this Agreement. Terms specific to the service offering of permanent staff is set out in Appendix A and shall be deemed to be incorporated into this Agreement as applicable.
3. Acceptance of Terms and Conditions. The acceptance of CVs, interviewing or engagement of a candidate introduced by the Company (the **Candidate**) shall be deemed to be acceptance of these terms and conditions. No change or amendment to these terms and conditions whatsoever shall be deemed accepted unless expressly authorised in writing by director of the Company in an addendum to this Agreement.
4. Confidentiality. Candidate details are sent to the Client on the understanding that they are treated in the strictest confidence, that the Client will not take up references or pass any Candidate details on to a third party or make direct contact with the Candidate without the Company's express permission. In addition, the Client shall not during and after termination or expiry of this Agreement, without the prior written consent of the Company, use or disclose to any other person any information of the company which is identified as confidential or which is confidential by its nature, including but not limited to any commercial arrangements agreed between the Company and the Client.
5. No warranty. The Company makes no warranty (express or implied), as to the suitability of any Candidate introduced to the Client. The Company does not accept any liability for any loss, damage, costs or expenses, howsoever caused which the Client may suffer, or for which the Client may become liable arising out of, or in connection with or as a result of the introduction to the Client or engagement by the Client of a Candidate. The Client is responsible for the taking up of references to determine the Candidate's qualifications, capabilities, integrity, medical history and suitability to meet the job specification. It is also the Client's responsibility to obtain a work permit or any required Garda clearance for the Candidate where necessary.
6. Client Responsibility. Candidates supplied by the Company are deemed to be under the direction and control of the Client from the time they report to take up duties and for the duration of the assignment (where applicable). The Client agrees to be responsible for all acts, errors and omissions of the Candidate whether they be wilful, negligent or otherwise and shall indemnify and keep the Company indemnified against any losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses) awarded against or incurred by or paid by the Company in connection with all such acts, errors and omissions.
7. Fees. The fee for each type of Service shall be as set out in the relevant Appendix (the **Service Fee**). The Service Fee is exclusive of VAT which shall be payable by the Client subject to receipt of a VAT invoice from the Company. Payment is due thirty (30) days from the date of the invoice. Failure to provide the Company with any of the relevant documentation, including but not limited to New Client Form or a valid purchase order at the time of procurement does not constitute a valid reason for delay in payment. An additional interest charge in line with the ECB daily rate will be imposed on the total value of invoices remaining unpaid at the end of each month.
8. Limitation of Liability. The Company’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement and the provision of the Services shall not under any circumstance exceed the amount of the Service Fee paid by the Client to the Company in the twelve-month period preceding the incident giving rise to the liability. Neither party shall in any event be liable for any special, indirect, consequential or economic loss (including loss of profits).
9. Indemnity. The Client shall indemnify (and keep indemnified) the Company against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses together with VAT thereon) awarded against or incurred or paid by the Company (to or in respect of Candidates or otherwise) as result of or in connection with:
   * + 1. any negligent act or omission, fraud or fraudulent misstatement or wilful misconduct, of the Client, its employees or officers;
       2. the Client’s products or services;
       3. the Client's breach of any term or provision of this Agreement; and/or
       4. Client's breach of statutory obligations.
10. Non-Solicitation. The Client agrees that for the duration of this Agreement and for a period of twelve months thereafter it shall not solicit or endeavour to solicit or entice away any permanent employee of the Company.
11. Termination. The Company reserves the right, without notice or reason, to refuse to supply or continue to supply personnel or services (without prejudice to any separate contract or agreement), without liability for any loss or damages whatsoever, either directly or indirectly sustained by such action and without prejudice to any payments due or claim for costs or fees in respect of services already provided by the Company. Termination or expiry of the arrangement as agreed between the parties will not affect the rights or liabilities accrued by the Company or the Client prior to termination or expiry or any terms intended or expressly stated to survive such termination or expiry (including, for the avoidance of doubt sections 4, 6, 7, 8, 9, 11 and the indemnity provisions in each Appendix).
12. The terms of this Agreement supersede and replace all previous notification of terms and conditions.

The individual signing below hereby represents and warrants that s/he is duly authorised to execute and deliver this Agreement on behalf of the Client having read and agreed to abide by the terms and conditions as set out in this Agreement and relevant Appendices.

Signed:

Print Name:

Company Position:

Company Name:

Trading Name:

**APPENDIX A - PERMANENT STAFF**

1. For the purpose of these Appendices the following terms shall be defined as follows. '**Permanent Appointment**' shall mean Candidates introduced to the Client by the Company and engaged for employment by the Client or any other business, firm or company on a permanent basis and who shall be paid by the Client. ‘**Introduction**’ means the presentation of the Candidate’s details by the Company to the Client whether or not the Client knew about such a Candidate previously. '**Appointment**' means the entering into of a contractual arrangement between the Client and a Candidate (oral or written) under a contract of employment/service or for services whether temporary or permanent.
2. Fees are charged by the Company and payable by the Client for the introduction of a Candidate leading to their appointment. Should a Candidate introduced to the Client be passed on to a third party by the Client with a resulting engagement of said Candidate then the original Client shall be liable for the Service Fee.
3. The Client agrees to notify the Company immediately upon engagement of a Candidate Introduced to the Client. Upon the Candidate commencing employment with the Client, the fee as detailed below shall be immediately invoiced and the Client shall pay the fee within thirty (30) days (the **Introduction Fee**). Introductions are not exclusive to specific jobs and if the Client engages the Candidate in any capacity within twelve (12) months of the initial Introduction, the Client will be liable to pay the Introduction Fee from the date of any such engagement or Appointment. The fee shall be based on the total gross annual salary payable by the Client to the Candidate in respect of his or her employment in accordance with the scale ranges below (**Gross Annual Salary**).

**Scale of Introduction Fees**

* + - 1. a sum equal to 17.5% of the Gross Annual Salary up to €29,999
      2. a sum equal to 20% of the Gross Annual Salary from €30,000 to €39,999
      3. a sum equal to 25% of the Gross Annual Salary from €40,000 to €54,999
      4. a sum equal to 30% of the Gross Annual Salary from €55,000 +

1. **Guarantee Period**. The Company confirms and the Client accepts that the service provided is one of Introduction and not retention. In the event that any Candidate terminates an engagement within twelve (12) weeks of the specified date upon which such Candidate commenced work for the Client, other than in the case of redundancy in which case the following shall not apply, and provided that (i) the Client notifies the Company in writing of the termination of the engagement within seven (7) days; and (ii) the Client does not engage the Candidate within twelve (12) months from the date of termination; and (iii) all monies due from the Client have been paid in accordance with this Agreement (i.e. within 30 days of issue of invoice), the Company will pay the Client a refund against the Introduction Fee as follows:

**Period of Employment Refund Allowed**

up to four (4) weeks 75% refund

up to eight (8) weeks 50% refund

up to twelve (12) weeks 25% refund

This guarantee period does not apply to Temporary or Contract assignments or those engagements arising from a Temporary engagement or Contract assignment which lead to a Permanent Appointment. Where a credit note is raised by the Company in respect of a refund the balance due should be paid by the Client within fourteen (14) days.