



Terms and Conditions of Employment for Permanent, Contract & Temporary Staff

1. Definitions:

These terms and conditions are made between Kellett Recruitment (The Company) or any subsidiary or associated company and The Client. The Client is defined as any business that engages the services of The Company. The Candidate is defined as any individual whose details have been sent by the Company to the Client for consideration for employment. These Terms and Conditions of Business shall be deemed to be incorporated in any proposal that Kellett Recruitment presents to the Client.

2. The Contract:

- a) These Terms and Conditions are accepted by the client by virtue of an interview with, or the engagement of the Applicant
- b) No variation or alteration to these Terms and Conditions shall be valid or enforceable unless approved in writing by a Director of Kellett Recruitment.

3. Notifications & Fees:

In the event that the engagement is accepted by the Applicant, the Client shall:

- a) Notify Kellett Recruitment immediately and provide details of the Remuneration; and pay Kellett Recruitment's fee for the introduction of the Applicant within 14 days of the date of invoice. The fee payable by The Client is calculated in accordance with the scale of fees as set out hereon or as otherwise agreed in writing by Kellett Recruitment, on the Remuneration payable to or receivable by the Applicant during the first twelve months of the engagement notwithstanding that the engagement may be terminated during that period. All Fees are subject to the addition of VAT. Any queries on an invoice may be specifically addressed in writing to Kellett Recruitment within 14 days from the date of the invoice, failing which the Client is deemed to have accepted the contents of the invoice. The Client shall be liable to pay the Kellett Recruitment fee in respect of an Applicant introduced notwithstanding that the Client engages the Applicant in a different position to that originally envisaged and whether engaged full time or part time.
- b) Please note Small Independent Clients will need to pay fee on start date. Our Invoice will be sent once the offer is accepted and contract received.

4. Indirect Introduction:

The Client shall be liable to pay the Kellett Recruitment fee in accordance with Clause 3b. If the Client introduces the Applicant to any third party or refers the Applicant's details to any third party within six months of the date of the submission of the Applicant's details to the Client by Kellett Recruitment, the initial introduction of the Applicant to the Client or the last interview of the Applicant by the Client, whichever is the later, and that third party employs or engages the Applicant or in any event where an engagement results directly or indirectly from the introduction of Kellett Recruitment. The Replacement and Refund Guarantee shall not apply to any indirect introductions.

5. Replacement & Refund Guarantee:

- a) If the Client pays the Kellett Recruitment fees within the periods prescribed in the accompanying Replace and Refund Guarantee and the Engagement terminates, for any reason related to the suitability of the Applicant or by the Applicant's resignation, within the specified periods and written notification of termination is received by Kellett Recruitment within 7 days, the Client will be entitled either to a Replacement Applicant or Refund in accordance with the provisions of the Replace and Refund Guarantee.
- b) In the event that payment is not received in accordance with these terms the Client is liable to pay the full invoice.
- c) If the original applicant is subsequently re-engaged by the Client, its subsidiary or associated companies or any third party introduced by the Client within the period of three months from the date of termination of the Engagement the Client shall pay the Kellett Recruitment fee calculated in accordance with Clause 3b and shall not be entitled to the Replace and Refund Guarantee.

6. Scale of Fees for the introduction of permanent Staff

Salary	Fee Rate
Up to and including £/€50,000	23%
£/€50,001 - £/€75,000	25%
Over £/€75,001	30%

7. Suitability:

Kellett Recruitment endeavours to ensure the suitability of the Applicant. Notwithstanding this the Client shall take such steps as it is deemed necessary to satisfy itself as to the suitability of the Applicant and is responsible for taking up any references provided by the Applicant and/or Kellett Recruitment before engaging the Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Applicant and satisfying and medical and other requirements or qualifications required by the Client or by law.

8. Liability

Kellett Recruitment 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 of Kellett Recruitment to introduce an Applicant. The Client shall indemnify Kellett Recruitment against any costs, including legal costs, claims, damages and expenses incurred by Kellett Recruitment arising from and or in any way connected with the introduction of the Applicant to, or engagement of the Applicant by, the Client or the withdrawal, by the Client, of a vacancy.

Replace and Refund Guarantee:

Kellett Recruitment offers our clients the choice of a replacement guarantee or Business' invoice refund guarantee if the Engagement terminates prematurely.

Replacement Guarantee:

If the Engagement terminates, for any reason related to the suitability of the Applicant or by the Applicant's resignation, within 10 weeks of the commencement of the Engagement we will select and present Replacement Applicants. Upon appointment of the Replacement Applicant the Client will receive a credit note for the original fee and a new invoice for the Replacement Applicant.

To elect for the Replacement Guarantee, the Client must:

- Ensure that payment of the original invoice is received within the agreed payment terms; and;
- Notify Kellett Recruitment in writing within 7 days of the date of termination for the Engagement that requires a Replacement Applicant.

The client should give Kellett Recruitment a reasonable time within which to put forward a suitable Replacement Applicant. This will receive the highest priority. Where the Client does not want a Replacement Applicant or Kellett Recruitment is unable to introduce a suitable Replacement Applicant the Client will be entitled to a credit note in accordance with the Refund Guarantee.

Refund Guarantee:

If the engagement terminates, for any reason related to the suitability of the Applicant or by the Applicant's resignation, at any time within 10 weeks of the commencement of the Engagement we will provide a refund provided that:

- Payment of the original invoice is received within the agreed payment terms; and;
- The Client notifies Kellett Recruitment in writing within 7 days of the date of termination 0 – 10 weeks 10% refund.

Short-term Placement Fee:

The fees for short term placement will be calculated as above and apportioned pro-rata. For contracts up to 6 months in duration the Replacement Guarantee is reduced to 6 weeks from the commencement of the Engagement and The Refund Guarantee to 6 weeks from the commencement of the Engagement. The minimum fee for a short-term placement will be that applicable to a 6 month placement. Should the contract be extended, a

further invoice will be raised for the balance of the introduction fee.

Temporary and Contract Staff

1. These Terms and Conditions of Business are between Kellett Recruitment, (The Company- Employment Business) and The Client. The Client is defined as any business that engages the services of The Company.
2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a Contract of Service or for Services) of a temporary worker (hereinafter called "TEMPORARY WORKER") introduced by the Employment Business.
3. The client agrees to pay the hourly charge of the Employment Business advised at the time of booking of the Temporary Worker for all hours actually worked. VAT is charged at the appropriate rate.
4. Charges which largely represent wages paid are invoiced weekly and are payable on receipt of the Employment Business' invoice.
5. Unless otherwise stated The Employment Business acts as, and assumes the responsibilities of, an employer to the Temporary worker. These responsibilities include, inter alia, responsibility for payment of all statutory contributions in respect of Pay Related Social Insurance (PRSI) and administration of Pay As You Earn (P.A.Y.E).
6. Whilst every effort is made by the Employment Business to ensure satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from workers and further to provide them in accordance with booking details, no liability (by reason of the human element) will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any particular member of the staff for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the staff provided.
7. The Client undertakes to supervise the Temporary Worker(s) assigned to him/her sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship, but if the services of a Temporary Worker prove to be unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by that Temporary Worker provided that the Temporary Worker leaves that assignment immediately, and that notification, which must be confirmed in writing, is received within four hours of the Temporary Worker commencing duties.
8. The engagement by the Client of a Temporary Worker or former Temporary Worker introduced by the Employment Business or the hiring of his or her services through any other Company, whether for a limited or unlimited period, or the introduction of such Temporary Worker or former Temporary Worker to other employers with a resultant engagement renders the Client subject to the payment of an amount equivalent to our normal placement fee, provided the engagement takes place within a period of twelve months from the termination of any temporary assignment. No refund is available for such placements as the ability of the worker is already proven.
9. Temporary Workers provided by the Employment Business are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the 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 other, as though the worker was on the payroll

of the Client. 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 Paragraph 5 above.

10. No variation can be made to these terms without the written consent of a Director of Kellett Recruitment.