

Terms and conditions of business for permanent & fixed term placements

1. Application of these terms

- 1.1. All and any business relating to permanent recruitment and fixed term placements services undertaken by ASJ-Recruitment is transacted subject to these terms, all of which shall be incorporated in any agreement between ASJ-Recruitment and the client. In the event of any conflict between these terms and any other terms and conditions, these terms shall prevail unless expressly agreed otherwise in writing by a director or other authorised representative of ASJ-Recruitment.
- 1.2. These terms supersede all previous terms and conditions of business of ASJ-Recruitment in respect of the subject matter of these terms whether written, oral or implied.
- 1.3. The client shall be deemed to have agreed and accepted these terms upon whichever of the following first occurs:
 - 1.3.1. the client's receipt of a candidate's CV;
 - 1.3.2. the introduction of a candidate;
 - 1.3.3. the client interviewing or engaging a candidate; or
 - 1.3.4. a candidate commencing work for or providing services to the client or to any third party as envisaged under clause 4.1.
- 1.4. 1.4 If the client's first instruction to ASJ-Recruitment is to undertake a retained search assignment, these terms shall apply upon ASJ-Recruitment's agreement that ASJ-Recruitment is to proceed with the retained search assignment.

2. Definitions and interpretation

- 2.1. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these terms) and all subordinate legislation made (before or after these terms) under it from time to time.
- 2.2. Where the context permits, words denoting:
 - 2.2.1. persons shall include bodies corporate and unincorporated associations of persons;
 - 2.2.2. the singular includes the plural and vice versa; and
 - 2.2.3. one gender shall include any gender.
- 2.3. The headings in these terms are for ease of reference only and shall not affect their interpretation.

3. Introductions and confidentiality

- 3.1. The client agrees that ASJ-Recruitment's introduction will be the effective cause of any engagement and the recruitment fee will be charged and payable if the client has:
 - 3.1.1. not notified ASJ-Recruitment in writing within 7 days of the relevant introduction to the client that the candidate is already known to the client and/or has already been introduced to the client by another employment agency or business and not provided ASJ-Recruitment, within such 7 day period, with satisfactory evidence of the same and with satisfactory evidence that the candidate was identified to the client with the candidate's prior consent (and ASJ-Recruitment reserves the right to ask the candidate whether or not the candidate gave such consent and the candidate's response shall be final and binding); or
 - 3.1.2. notified ASJ-Recruitment in writing within the period set out in clause 3.1.1 that the candidate is already known to the client and, within such period, has provided ASJ-Recruitment with the satisfactory evidence set out in clause 3.1.1, but the client does not, within such period, provide ASJ-Recruitment with satisfactory evidence that the client has been in contact with the candidate regarding relevant vacancies within the 3 months prior to the relevant introduction.
- 3.2. The client shall notify ASJ-Recruitment in writing within 3 working days:
 - 3.2.1. of any offer of an engagement which the client makes to a candidate; and/or
 - 3.2.2. of an offer of engagement being accepted by a candidate or otherwise upon the commencement of an engagement (whichever first occurs) at which time the client shall provide ASJ-Recruitment with details of the annual remuneration.
- 3.3. Notwithstanding clause 7.1 the client:
 - 3.3.1. shall satisfy itself as to the suitability of any candidate for the purposes of the vacancy for which a candidate has been introduced;
 - 3.3.2. has sole responsibility for selecting a candidate for engagement;
 - 3.3.3. should (ASJ-Recruitment always recommends) make all offers of engagement subject to receiving satisfactory references, which the client should take up directly, and verify to its own satisfaction all statements made by or on behalf of a candidate, in particular ensuring that any legal, professional body or other requirements relating to (without limitation) training, qualifications, authorisations, professional certification, medical requirements and immigration status, are satisfied.
- 3.4. Introductions of candidates and any CV supplied by ASJ-Recruitment to the client are confidential and should not be disclosed to any other person without the prior written consent of ASJ-Recruitment.
- 3.5. The client may only use any CV supplied for the purposes of selecting a candidate for interview and deciding whether to engage a candidate. If the client decides not to engage a candidate, the client hereby undertakes to return all copies of the candidate's CV to ASJ-Recruitment and remove or destroy all records it may have which include details of or from the CV.

4. Recruitment fees

- 4.1. Subject to clause 4.4 and save where clause 4.2 applies, if the client:
 - 4.1.2. Engages a candidate; or
 - 4.1.3. whether or not the client has complied with clause 3.4) introduces a candidate to another person, including (without limitation) any subsidiary, associated or holding company of the client, resulting in an engagement by that person or by any person to whom that person introduces the candidate (both a "third party") at any time within 11 calendar months from the later of:
 - 4.1.4. the introduction of a candidate to the client by ASJ-Recruitment; or
 - 4.1.5. the date of a candidate's last interview with the client, and regardless of whether the candidate is engaged in the same role for which the candidate was initially introduced or in a different role, the client shall pay ASJ-Recruitment a recruitment fee pursuant to clause 4.3.
- 4.2. Unless otherwise agreed by ASJ-Recruitment in writing, for any retained search assignment the client will pay ASJ-Recruitment a recruitment fee pursuant to clause 4.3 in the following three non-refundable instalments:
 - 4.2.1. one third (33,33%) of the recruitment fee upon acceptance by ASJ-Recruitment of the client's instructions;
 - 4.2.2. one third (33,33%) of the recruitment fee on acceptance of the shortlist completion payment (whether the shortlist is one, two or more candidates);
 - 4.2.3. one third (33,33%) of the recruitment fee upon the candidate's acceptance of an offer

of engagement.

- 4.2.4. If a retained assignment is cancelled by the client, or the client for any reason alters materially (at the discretion of ASJ-Recruitment) its requirements, the recruitment fee will still be due, plus all the agreed advertising costs and other expenses incurred by ASJ-Recruitment.
- 4.3. Unless otherwise agreed in writing by ASJ-Recruitment, the recruitment fee is in accordance

Annual Remuneration:	Permanent Recruitment Fee	
	Standard	Premium*
Up to €21,999	12%	15%
From €22,000 and €44,999	15%	20%
From €45,000 and €79,999	17%	22%
€80,000 and over	20%	25%

On the premium plan ASJ-Recruitment offers an extended guaranteed period on rebates, refer to clause 5.2.

If the client agrees to engage a candidate on a fixed term placement, the the following fees shall apply:

Agreed Placement Duration	Fixed Term Recruitment Fee
Up to 6 months	50% of Permanent Recruitment Fee
6 months to 12 months	100% of Permanent Recruitment Fee

All introduction fees are expressed as a percentage of the total first year's gross annual remuneration package in accordance with the scale ranges above which would include (but is not limited to) salary, commission, guaranteed bonus, car allowance, shift allowance, overseas premiums, living/accommodation allowances, and shares. A company car is valued at €5,000 additional salary.

- 4.4. Notwithstanding clauses 4.1, 4.2 and 4.3, ASJ-Recruitment may, at its sole discretion, agree special terms and/or a discount to the recruitment fee. Any such special terms and/or discount will only be binding if agreed in writing by a director or other authorised representative of ASJ-Recruitment. If any special terms and/or discount is agreed, then the rebate provisions at clause 5 shall not apply, even if the special terms and/or discount subsequently cease to apply by reason of clause 4.5.
- 4.5. If the client fails to:
 - 4.5.1. pay ASJ-Recruitment in accordance with clause 4.6; and/or
 - 4.5.2. comply with clause 3.2
 - 4.5.3. such special terms and/or discount will cease to apply, and the client will pay ASJ-Recruitment a recruitment fee calculated in accordance with clause 4.3
- 4.6. Unless otherwise agreed in writing by ASJ-Recruitment, all monies due under this clause 4 shall become due and payable in full by the client within 30 days of commencement of the candidate's employment with the client.
- 4.7. The client agrees to notify the company immediately when a candidate introduced by the company is engaged. ASJ-Recruitment shall raise an invoice as soon as reasonably practicable but, for the avoidance of doubt, the client's liability to pay the recruitment fee is not dependent upon ASJ-Recruitment first issuing an invoice.
- 4.8. All payments, regardless of currency, must equate to the Euro invoice total at date of payment. Interest at 12% will be applied on any amount outstanding after the period for payment set out in clause 4.6 (both before and after any judgment) from the due date until the date of payment, and any such compensation and/or interest shall be payable on demand.
- 4.9. All amounts payable under these terms are exclusive of value added tax which shall also be payable by the client at the prevailing rate where applicable

5. Rebates

- 5.1. Save in the case of any retained search assignment and/or if clauses 4.4 or 4.5 apply, if, within sixteen weeks of the date the candidate commences the engagement, the client or the candidate gives notice to terminate the engagement (whether the date of termination falls within sixteen weeks from the date upon a candidate commenced work for the client) and provided that:
 - 5.1.1. all monies due under these terms have been paid in full by the client in accordance with clause 4;
 - 5.1.2. the candidate was not engaged by a third party;
 - 5.1.3. such termination is not as a result of redundancy, reorganisation, injury or ill-health or any unlawful discrimination (including, without limitation, any unlawful discrimination by reason of the candidate's or other relevant person's actual or perceived age, disability, gender reassignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation);
 - 5.1.4. such termination is not by reason of a dismissal classed as an automatic unfair dismissal by virtue of the employment rights (including, without limitation, unfair dismissal for: reasons connected with pregnancy, childbirth, or statutory maternity, paternity, adoption, parental leave of time off for dependants; a health and safety reason; or making a protected disclosure) or other employment legislation in force from time to time;
 - 5.1.5. such termination has not arisen as a result of the client entering into the engagement with the prior or likely intention of disposing with the candidate's services or terminating the engagement either without proper cause or with a view to obtaining a replacement or rebate unfairly; and
 - 5.1.6. the client serves notice on ASJ-Recruitment in writing of the termination of the engagement no later than 7 days from the date the engagement terminates,

ASJ-Recruitment will pay the client a rebate calculated in accordance with clause 5.2

- 5.2. Any Rebate payable in accordance with clause 5.1 will be calculated as follows:

Week in which applicant leaves		% of fee returned
Standard	Premium	
Up to 2 weeks	Up to 4 weeks	90%
Up to 4 weeks	Up to 8 weeks	75%
Up to 6 weeks	Up to 12 weeks	50%
Up to 8 weeks	Up to 16 weeks	25%

- 5.3. No Rebate shall be made in respect of an engagement where a candidate was previously engaged in any capacity by the client or a third party through ASJ-Recruitment.
- 5.4. If ASJ-Recruitment has paid the client a rebate and the client (or any third party) subsequently re-engages (or engages) the relevant candidate in any capacity within 12 calendar months of the date of termination of the engagement in respect of which the rebate was paid, the client shall repay the amount of the rebate in full to ASJ-Recruitment with no entitlement to any rebate in respect of that re-engagement (or engagement) if it is subsequently terminated.

6. Replacement candidates

- 6.1. To the extent ASJ-Recruitment has agreed in writing to provide a replacement candidate without further charge if the original candidate's engagement is terminated (which for the avoidance of doubt constitutes a special term), and unless ASJ-Recruitment expressly agrees otherwise in writing, then clause 4.4 shall always apply, and ASJ-Recruitment shall only be obliged to:
- 6.1.1. provide a replacement candidate if the original candidate's engagement is terminated within 1 month from the date on which it commences;
 - 6.1.2. use reasonable endeavours to provide a replacement candidate;
 - 6.1.3. provide a replacement candidate for the same role in which the original candidate was engaged (and for the avoidance of doubt if that role is filled elsewhere, or ceases to exist, ASJ-Recruitment's obligation shall cease);
 - 6.1.4. put forward potential replacement candidates for a period of 30 days from the date the original candidate's engagement terminated, and in any event ASJ-Recruitment shall not be bound to provide a replacement candidate that results in an engagement.
 - 6.1.5. the company will endeavour to seek a replacement (to remuneration up to the same value as the leaver) at no extra cost to the client except for additional advertising costs (costs shall be agreed prior to any advertising).
- 6.2. If ASJ-Recruitment has agreed in writing to provide a replacement candidate if the original candidate's engagement is terminated (whether as part of special terms in accordance with clause 4.4 or as otherwise agreed writing) and:
- 6.2.1. ASJ-Recruitment finds a replacement for the candidate and;
 - 6.2.2. the client (or a third party) engages such replacement and;
 - 6.2.3. the client (or any third party) subsequently re-engages (or engages) the original candidate for whom ASJ-Recruitment found the replacement, in any capacity within 12 calendar months of the date of termination of that original candidate's engagement, the client shall pay ASJ-Recruitment a recruitment fee calculated in accordance with clause 4.3 for such subsequent re-engagement (or engagement by any third party) with no entitlement to any special terms, discounted fee or rebate.

7. ASJ-Recruitment's obligations

- 7.1. ASJ-Recruitment will use its reasonable endeavours to introduce to the client a suitable candidate to fill the position which the client seeks to fill based on the information provided by the client to ASJ-Recruitment on the position. Including the type of work a candidate in that position would be required to do. Whilst ASJ-Recruitment will make every effort to maintain a high standard of integrity and an efficient service, ASJ-Recruitment gives no warranty as to the suitability of any candidate. The parties hereby agree that the client is best placed, and it is entirely the client's responsibility, to ascertain the suitability of any candidate introduced.

8. The client's obligations

- 8.1. The client warrants and confirms that it will give to ASJ-Recruitment sufficient information in order for ASJ-Recruitment to select a suitable candidate(s) for the position the client seeks to fill, including but not limited to:
- 8.1.1. the identity of the client and, if applicable, the nature of the client's business;
 - 8.1.2. the date on which the client requires a candidate to commence work and the duration, or likely duration, of the work;
 - 8.1.3. the position which the client seeks to fill, including, but not limited to, the type of work a candidate in that position would be required to do. The location at which and the hours during which the candidate would be required to work. Risks to health or safety known to the client and the steps the client has taken to prevent or control such risks;
 - 8.1.4. the experience, training, qualifications and any authorisation which the client considers are necessary, or which are required by law or by any professional body, for the candidate to possess in order to work in the position;
 - 8.1.5. any expenses payable by or to the candidate;
 - 8.1.6. the minimum rate of remuneration and any other benefits which the client would offer to a person in the position which it seeks to fill, and the intervals at which the person would be paid;
 - 8.1.7. where applicable, the length of notice which the candidate in such a position would be required to give, and entitled to receive, to terminate the engagement with the client.
- 8.2. The client confirms that, prior to introduction, ASJ-Recruitment has supplied it with confirmation that the candidate is willing to work in the position which the client seeks to fill.

9. Liability

- 9.1. Neither ASJ-Recruitment nor any of ASJ-Recruitment's staff shall be liable to the client for any losses suffered or incurred by the client arising in connection with any introduction or engagement, in particular (but without limitation to the foregoing), any losses arising in connection with:
- 9.1.1. the failure of any candidate to meet the requirements of the client for all or any of the purposes for which the candidate is required by the client;
 - 9.1.2. any act or omission of any candidate, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise; or
 - 9.1.3. any losses suffered or incurred by any candidate. Provided that nothing in this clause 9.1 shall be construed as purporting to exclude or restrict ASJ-Recruitment's liability to the client for personal injury or death resulting from ASJ-Recruitment's own negligence nor as otherwise may be prohibited by law.
- 9.2. The client acknowledges that in entering these terms it has not relied on any representations, warranties, or other assurances by ASJ-Recruitment other than those expressly set out in these terms, provided that nothing in this clause 9.2 shall operate to limit or exclude any liability for fraudulent misrepresentation between ASJ-Recruitment and the client.

10. Data protection

- 10.1. Each party warrants and undertakes to the other that, in relation to these Terms, it shall comply strictly with all requirements of the Data Protection Act 2018, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.
- 10.2. The parties shall ensure that they shall comply with the provisions and obligations imposed by the GDPR Regulations (the EU general protection regulations) which come into force on the 25th May 2018 as they affect and / or supersede the data protection act 2018 ("DPA") and shall indemnify and keep the other party indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause 10.
- 10.3. The parties shall also comply fully with all applicable guidelines and codes of practice, Workplace relations act 2015 issued by the workplace relations commission (WRC) from time to time.
- 10.4. The parties shall adhere to all relevant data protection regulations and shall procure that all employees, sub-contractors, agents, suppliers and other relevant third parties do likewise. The parties shall ensure that its employees, sub-contractors, agents, suppliers are sufficiently informed about all relevant data protection regulations to ensure compliance. The parties will make all necessary changes to its systems and procure that its employees, sub-contractors, agents, suppliers and other relevant third parties do likewise to ensure compliance with the general data protection regulation in advance of the same coming into force. In particular (but without limitation) the parties undertake that they will employ "data protection by design" and data minimisation principles in the design of all systems holding or processing or intended to hold or process data collected, saved, used and stored by it in connection with this agreement ("personal data") in accordance with good industry practice.
- 10.5. The parties are obliged to take all necessary technical and organisational measures to ensure the security of all personal data. The parties are in particular obliged to protect any data storage or processing systems available to them against any unauthorised access, incidental destruction or loss of any kind by the parties' own employees and third parties.
- 10.6. The parties warrant that any interference with personal data held by ASJ-Recruitment will be able to be traced and the identity of the perpetrator ascertained. The parties will report the loss or theft of any personal data that it holds about or in relation to the other party immediately and will liaise with the other party as to the appropriate action to be taken to minimise the loss resulting.
- 10.7. In the event that a party becomes aware that it, or any of its staff, agents is processing data in contravention of this clause 10, that party shall promptly give written notice to the other party with full details of such contravention.
- 10.8. The parties will co-operate and provide reasonable assistance with any proceedings or inquiry by the other party, an affected data subject and/or the Information Commission or other body authorised by statute which are concerned with the GDPR.
- 10.9. The parties further warrant to each other that personal data can not be read, copied, changed or removed by unauthorised persons during electronic transfer, transport or storage and that without limitation it will ensure that personal data is encrypted in accordance with good industry practice.

Glossary

"Annual Remuneration" the gross annual remuneration of the candidate engaged by the client, including (without limitation) basic salary or fees and a figure for the value of guaranteed and/or anticipated benefits (including the benefit of a company vehicle, the value of which shall be deemed to be €5,000), inducement payments, bonuses, commission and allowances (including car allowances) and any other payments or benefits in kind provided or made available to the candidate which form part of the total remuneration package for the period of 12 calendar months from the date of commencement of the relevant candidate's engagement whether the candidate remains engaged by the client for the full 12 calendar months or not (without limitation to any rebate that may become payable pursuant to clause 5).

"Benefit in Kind" any benefit offered to the relevant candidate in addition to salary or fees which is taxable as a benefit in accordance with Revenue & Customs rules from time to time in force.

"Candidate" a person introduced by ASJ-Recruitment to the client to be considered by the client for engagement.

"Client" a person (and any person associated with them) to whom a candidate is introduced by ASJ-Recruitment.

"Company Vehicle" any type of vehicle provided by the client to the candidate which the candidate is able to use to travel to and from home and work.

"Conduct Regulations" The conduct of employment agencies and employment businesses Regulations 2003.

"CV" a candidate's curriculum vitae and/or any other details, documentation or information supplied by ASJ-Recruitment to the client relating to a candidate.

"Engagement" the employment, engagement or other use, directly or indirectly, of a candidate on a permanent, temporary or other basis, whether under a contract of service or contract for services, or under an agency, licensee, franchise, partnership agreement or otherwise, and "engage", "engaging" and "engagement" shall be construed accordingly.

"Interview" a face to face meeting (in person or by video link) or telephone conversation between the client and a candidate, and "interviewing" and "interviewed" shall be construed accordingly.

"Introduction" directly or indirectly introducing a candidate by way of CV, interview, meeting or referral, by telephone or otherwise, and "introduce", "introducing" and "introduced" shall be construed accordingly.

"Losses" all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands.

"Rebate" any rebate of the recruitment fee pursuant to clause 5.

"Recruitment Fee" the fee payable to ASJ-Recruitment by the client upon any engagement pursuant to these terms.

"Retained Search Assignment" ASJ-Recruitment's search on a retained basis for a candidate for a specialist or senior role.

"Special Terms" any terms agreed in writing by ASJ-Recruitment which are additional to, or a variation of, these terms.

"Terms" the terms between ASJ-Recruitment and the client comprising the terms set out in this document including the schedule to the contrary by the company in writing.

I confirm that I am duly authorised to acknowledge and accept the terms and conditions of business for the supply of directly employed permanent and fixed term placement staff.

Signed: Date

Name: On behalf of.....
(Company name)