

## Terms of Business – Permanent Staff

**Introduction:** All and any business undertaken by Brightwater or Brightwater Support, the trading names of Brightwater Selection (Ireland) Limited, (“Brightwater” or “the Company”) is transacted subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between the Company and its Clients. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by the Company in writing.

**Basis in Law:** Brightwater is licensed to trade as a Recruitment Agency by the Minister for Enterprise, Trade & Employment pursuant to Section 3 of the Employment Agency Act, 1971. The scale of fees below is approved by the Minister in accordance with the Act.

**Acceptance of Terms:** It is not industry standard to have Terms of Business signed by Clients. On receipt of these Terms and once a Candidate is introduced by Brightwater, the Client is deemed to have accepted these Terms. For the purposes of this clause the word ‘introduced’ shall be deemed to include, without limitation, the provision by Brightwater of any details, whether written or oral, of a Candidate for employment.

<b>Scale of Fees:</b>	€0	to	€30,000	-	15%
	€30,001	to	€40,000	-	18%
	€40,001	to	€70,000	-	21.5%
	€70,001	to	€∞	-	25%

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 €6,000 additional salary. Brightwater charge a minimum fee of €1,800 for any assignment. VAT will be added to all invoices at the current rate.

**Employing the Candidate:** In the event that any Candidate introduced by Brightwater is subsequently employed by the Client (or related organisation) in any capacity whether temporary, permanent or self-employed, within 12 months of the initial introduction date, whether referred internally, by another Agency or by any other means, the Client shall pay the permanent placement fee plus 10% interest from the Candidate’s start date, which interest shall accrue monthly in arrears. This applies in all cases including where a client no longer uses the services of Brightwater. Furthermore, if a Client refers an introduced Candidate to any third party who is subsequently employed by them, the same fees will apply and the Client will be liable to pay Brightwater’s fees, whether or not it can recover them from the said third party.

**Responsibility and Liability:** The Company shall endeavour to ensure the suitability of any candidate introduced to the Client and to maintain a high standard of service and integrity, but the Company makes no warranty, express or implied, as to the suitability of any Candidate introduced to the Client.

- Brightwater can accept no liability whatsoever 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 as a result of introduction to the Client or engagement by the Client of a Candidate.

- The Client is responsible for the taking up of references as to the Candidate’s qualifications, capabilities, integrity, medical history and suitability to meet the specification. It is also the Client’s responsibility to obtain a work permit for the Candidate wherever necessary.

**Advertising:** The Company is able to provide an advertising service to the Client, for which charges incurred by the Company are payable by the Client. The Company will accept cancellation of an advertisement provided that the Client gives sufficient notice to enable the Company to cancel the advertisement before the press closing date. Advertising accounts shall be paid by the Client within 7 days of the date of invoice and unpaid invoices shall bear interest at the rate of 10% after 7 days until payment is received.

**Retained Assignments:** Fees are 25%, but payable in roughly 3 equal stages (the balance paid at the third stage). The projected package is agreed and then 1) A non-returnable retainer fee (8% of the fee) is due immediately upon commencement of the assignment. 2) A non-returnable short-list fee (8% of the fee) is payable upon presentation to the Client of suitable Candidates for interview (Candidates are deemed “suitable” if the Client agrees to interview any of them). 3) A Completion fee (the remaining balance of the fee), is payable on the day a Candidate commences employment with the Client. NB. If a Retained Assignment is cancelled by the Client, or the Client for any reason alters materially (at the discretion of Brightwater) its requirements, then a “cancellation fee” of 10% of the projected first year’s gross annual remuneration package will be immediately payable in addition to the fees already due, plus all the agreed advertising costs and other expenses incurred by Brightwater.

**Guarantee period:** In the event that any Candidate terminates, or the Client terminates the engagement, within 12 weeks of the specified date upon which such Candidate commenced work for the Client and provided that a) the Client notifies the Company in writing of the termination of engagement within 7 days and b) the Client (or related company) does not engage the Candidate within 12 months from the date of termination and c) the termination is not due to redundancy and d) all monies due from the Client have been paid in accordance with these terms of business, then (for the next 6 weeks) 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). If unsuccessful, Brightwater will pay the Client a refund against the fees paid as follows: \* Up to 6 weeks service 50% refund \* 7 – 12 weeks service 25% refund.

**Payment Terms:** The Client agrees to notify the Company immediately when a Candidate introduced by the Company is engaged. The Client shall pay a fee (“the introduction fee”) which shall be invoiced on the day a Candidate introduced by the Company to the Client commences employment with the Client. All monies due hereunder shall be paid by the Client within 14 days of the date of invoice. All payments, regardless of currency, must equate to the Euro invoice total at date of payment. Interest at 12% will be applied after 14 days until payment of the invoice without concession.

**Amendments:** All questions relating to these Terms of Business must be made in writing otherwise they are deemed to be accepted. These Terms of Business are valid from March 30<sup>th</sup> 2009, they supersede any other Terms previously received. No amendments to these Terms are valid unless authorised by a Company Director.

## Terms of Business – Temporary Staff

**Introduction:** All and any business undertaken by Brightwater or Brightwater Support, the trading names of Brightwater Selection (Ireland) Limited, (“Brightwater” or “the Company”) is transacted subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between the Company and its Clients. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by a Director of the Company in writing.

**Basis in Law:** Brightwater is licenced to trade as a Recruitment Agency by the Minister for Enterprise, Trade & Employment pursuant to Section 3 of the Employment Agency Act, 1971. The scale of fees is approved by the Minister in accordance with the Act.

**Acceptance of Terms:** It is not industry standard to have Terms of Business signed by Clients. On receipt of these Terms and once a Candidate is introduced by Brightwater, the Client is deemed to have accepted these Terms. Once a Candidate is introduced by Brightwater for temporary employment, or by agreeing to engage or make use of such a Candidate in any position of employment of work, the Client is deemed to have accepted these Terms of Business in the absence of any written agreement to the contrary signed by a Director of Brightwater. For the purpose of this clause the word ‘introduced’ shall be deemed to include, without limitation, the provision by Brightwater of any details, written or oral, of a candidate for employment.

**Employing the Candidate:** In the event that any Candidate introduced by Brightwater is subsequently employed by the Client (or related organisation) in any capacity whether temporary, permanent or self-employed, within 12 months of the initial introduction date, whether referred internally, by another Agency or by any other means, the Client shall pay the permanent placement fee plus 10% interest from the Candidate’s start date, which interest shall accrue monthly in arrears. This applies in all cases including where a client no longer uses the services of Brightwater. Furthermore, if a Client refers an introduced Candidate to any third party who is subsequently employed by them, the same fees will apply and the Client will be liable to pay Brightwater’s fees, whether or not it can recover them from the said third party.

**Temporary - Hourly Rates:** The Client agrees to pay the hourly charge of The Company agreed at the time of booking of the Employee for all hours actually worked. Any other expenses as may be agreed shall be itemised on The Company’s invoice in addition to this charge. The Company reserves the right to vary the charge on an existing or subsequent assignment with immediate effect subject to prior notification being given to the Client. Brightwater will be responsible for the Employee’s remuneration: deducting PAYE, Income Tax, PRSI Contributions and accounting to the relevant authorities for these deductions.

**Contract – Monthly Rates:** The Client agrees to pay 2.25% per month or part thereof of the Candidate’s gross annual remuneration package (See Terms of Business – Permanent Staff) to The Company. Invoices will be charged at the beginning of each assignment for the projected length of the appointment, are not refundable and payable within 7 days of the date of invoice. The Client will be solely responsible for the Employee’s remuneration: deducting PAYE, Income Tax, PRSI Contributions and accounting to the relevant authorities for these deductions. In all other respects the Terms of Business –Temporary apply.

**Temporary to Permanent:** If the Client wishes to engage the Candidate on a permanent basis, then in addition to the temporary fees already paid, the Client shall pay a permanent placement fee (see Terms of Business - Permanent Staff) and providing that the Candidate has been employed through the Brightwater payroll, the following discount to the permanent fee scale will apply:

27 - 39 weeks (incl.)	20% discount.
40 - 52 weeks (incl.)	35% discount .
1yr +	50% discount

N.B. No guarantee period applies for temporary to permanent placements.

**Employing the Candidate:** In the event that any Candidate introduced by Brightwater is subsequently employed by the Client (or related organisation) in any capacity whether temporary, permanent or self-employed, within 12 months of the initial introduction date, whether referred internally by another employee or owner of the Client, by another Agency or by any other means, the Client shall pay the permanent placement fee (see separate Terms) plus 10% interest from the Candidate’s start date which interest shall accrue monthly in arrears. This applies in all cases including where a client no longer uses the services of Brightwater. Furthermore, if a Client refers an introduced Candidate to any third party, the same fees will apply and shall be payable by the Client whether or not it can recover them from that third party.

**Responsibility and Liability:** The Company shall endeavour to ensure the suitability of any Candidate introduced to the Client and to maintain a high standard of service and integrity, but the Company makes no warranty, express or implied, as to the suitability of any Candidate introduced to the Client.

- Brightwater can accept no liability whatsoever 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 as a result of introduction to the Client or engagement by the Client of a Candidate.

- Candidates supplied by Brightwater 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. The Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise. As though the worker were the direct employee 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.

- The Client undertakes to supervise the Employees. If the Client finds the Employee unsatisfactory, a complaint must be made by telephone and confirmed in writing within one day of the finding. Suitable action will then be taken, but in any event the Client waives any right to withhold payment.

**Payment Terms:** Charges are invoiced weekly (except for Contract staff – see above) and are payable within 7 days. All payments, regardless of currency, must equate to the Euro invoice total at date of payment. In the event of non-payment the Company may, without prejudice to its other rights, withdraw the Employee with one hour’s notice. Interest at 12% will be applied after 7 days until payment of the invoice without concession. VAT will be added to all invoices at current rate.

**Amendments:** All questions relating to these Terms of Business must be made in writing otherwise they are deemed to be accepted. These Terms of Business are valid from March 30<sup>th</sup> 2009, they supersede any other Terms previously received. No amendments to these Terms are valid unless authorised by a Company Director.