

FEE STRUCTURE



PERMANENT STAFF

An agency fee of 10% of annual gross salary will be charged.

An appointment of less than 12 months duration will be adjusted on a pro-rata basis. Should the contract be extended or made permanent the balance of the fee will fall due.

TEMPORARY & CONTRACT STAFF (*ON PEACH PAYROLL*)

Clients are invoiced weekly for temporary and contract staff. This invoice includes the Employees Gross Earnings and Employers PRSI Contribution. Additionally, there is an Agency Fee of 15% calculated on Employees Gross Earnings.

NOTE: The Client agrees to accrue and pay for all leave, holiday and bank holiday entitlements in accordance with statutory law.

All invoices are subject to VAT at 23%

REFUNDS

A 100% rebate / refund will be given in the event of a Permanent Candidate's engagement terminating within twelve weeks (3 months) of the date of starting work, unless an alternative acceptable candidate is provided by Peach Recruitment.

This is provided that payment has been made to Peach Recruitment subject to normal payment terms and conditions as outlined below.

I agree to the above fee structure and to the standard terms & conditions of Peach Recruitment.

Signed by: _____ On behalf of: _____ Date: _____

Terms & Conditions for Permanent Staff

1. **Fees are payable in full on receipt of invoice.**
2. If a candidate accepts a position and subsequently leaves or is dismissed for any reason whatsoever within twelve weeks, Peach will, on a best efforts basis, furnish additional candidates to meet the job specification, provided that payment has been received within the specified period. Should one of those candidates accept a job offer, there will be no additional fee charged. Should no suitable candidate be available, refunds as outlined in our **Fee Structure**, will be returned by Peach, *provided that payment has been made within the specified period.*
3. Peach will not accept responsibility for any accident to person, equipment, data, information and any consequential loss however caused either directly or indirectly to any person during the course of employment of permanent staff in client companies. Client companies are responsible for supervision, management, insurance and control of permanent staff during the period of their engagement, and are responsible for the provision of a proper place and safe system of work and the fulfilment of all other obligations imposed by law for the safety, health and welfare of the candidate other than those specifically imposed by law on Peach. The Client Company shall fully indemnify Peach in respect of any cost, liability or expense imposed on or otherwise incurred by Peach (including but not limited to an award of damages by a court of law) in respect of any personal injury or damage to property sustained by the candidate while on the Clients premises, or elsewhere, if in the course of carrying out the requirements of the Client, even if such cost, liability or expense is attributable in whole or in part to any act or omission by the Agency.
4. If a candidate introduced by Peach to a company or organisation is not offered a post or refuses a post with that company or organisation at the time of introduction and subsequently accepts any post, within twelve calendar months of the introduction, with that company or organisation, then that company or organisation is liable for the full fee relevant to the gross salary offered to that candidate.
5. Details of candidates presented to a client on a short-list will be submitted in confidence, with the knowledge and approval of each individual. The Client Company hereby undertakes not to disclose information about any candidate to a third party or make copies of documents, without the individuals permission and to return all documentation and candidate profiles to Peach.
6. Any job offer to a candidate supplied by Peach is on the understanding that the Client Company has satisfied themselves as to the competence and suitability of that candidate for the job specification in question.
7. All candidates placed by Peach will be removed from the Peach live register and only replaced on the register at the request of the candidate and then only if the candidate has left the Client Company, or has served more than 4 years with the Client Company.

Terms & Conditions for Temporary Staff

1. "The Agency" means Peach.
"The Client" means the person, persons or company to whom the Agency may provide temporary staff.
"The Temporary Person" means the person supplied by the Agency for temporary employment by the Client under the terms and conditions set out hereunder.
2. The acceptance by the Client of the services of any person supplied by the Agency will be deemed acceptance of Agency Terms and conditions and an agreement to pay Agency charges.
3. The Client will pay an hourly charge in respect of each person supplied by the Agency. The charge will be calculated in accordance with the charges communicated by the Agency to the Client at the time of the booking, on which Value Added Tax will be paid in addition. The charge will include Pay Related Social Insurance. The Agency will, from the fee charged, pay temporary staff.
4. Although all temporary staff are paid by the Agency, they are subject to the exclusive direction and control of the client who will determine the manner in which the service is rendered by the temporary person.
5. The Agency will endeavour to provide a temporary person for the period of accepted booking, but this cannot be guaranteed as it is dependent upon availability and upon matters such as illness, outside the Agency's control. Should the Agency not have had a candidate with the necessary skills, the Agency will offer a candidate with the skills most closely matched to the client's requirements. Should this not be suitable, the Agency will, if the contract is of reasonable duration (3 months +), advertise, with no charge to the Client.
6. Clients engaging members or former members of the Agency's staff within a twelve month period from the termination of the temporary engagement, must notify the Agency immediately, as must the temporary person.
7. If within twelve months of introduction of a temporary person, or the completion by that temporary of his or her assignment (whichever shall be later), the Client agrees to employ or make use of a temporary in any capacity whether temporary, permanent, or self employed otherwise than directly through the Agency, the client will be liable for an introduction fee equivalent to 250 times the hourly charge applicable to staff for the category under which the temporary was last employed by the Agency, or our normal permanent fee of 15% of the gross salary, whichever is lower. The charge will be that prevailing at the date of the client's agreement to employ or make use of the temporary person.
8. The Client will be responsible for all acts and omissions of any such temporary person whether wilful, negligent or otherwise.
9. Under no circumstances will the Agency be liable for any loss, damage, accident to person or expense suffered or incurred by the Client relating to, arising from, or in any way connected with, the supply by the Agency to the client of any temporary person. Although the Agency will make every effort to ensure the suitability of the temporary person, and to maintain high standards of integrity and reliability, on behalf of the Client, the Agency will not accept any liability, however arising, for any loss, expense, damage or lack of skill or delay arising from the failure of the temporary person to perform. Client companies are responsible for supervision, management and control of temporary staff during the period of their engagement, and are responsible for the provision of a proper place, safe system of work, insurance cover and the fulfilment of all other obligations imposed by law for the safety, health and welfare of the candidate other than those specifically imposed by law on the Agency. The Client shall fully indemnify the Agency in respect of any cost, liability or expense imposed on or otherwise incurred by the Agency (including but not limited to an award of damages by a court of law) in respect of any personal injury or damage to property sustained by the candidate while on the Clients premises, or elsewhere if in the course of carrying out the requirements of the Client, even if such cost, liability or expense is attributable in whole or in part to any act or omission by the Agency.
10. If a temporary person is found by the Client to be unsatisfactory, no charge will be made by the Agency for time worked by the temporary person up to a maximum of four hours, provided notification is received by telephone within four hours of the temporary person commencing work, such notification to be confirmed in writing. If this should occur, the Agency will, on a best effort basis, endeavour to replace the temporary person.
11. Payment by the Client of temporary staff charges will be made to the Agency within seven days of invoice date. Clients are reminded that prompt settlement (within 7 days) is required as invoices are in respect of wages and tax already paid. Any balance outstanding seven days after the invoice date shall be subject to interest at the Euro Interbank Offered Rate plus 2% until Payment.
12. The Agency reserves the right to adjust the terms of business without prior notice.