



# Terms of Engagement

## 1. Definitions

1.1. In these terms of Engagement the following definitions apply. Assignment means period during the Temporary Worker is supplied to render services to the client. Client means the person, firm or corporate body requiring the services of the Temporary Worker. Employment Business means Sigmar Recruitment Consultants Ltd, 13 Hume Street, Dublin 2.

1.2. Unless the context otherwise requires, references to the singular include the plural and reference to the masculine include the feminine and vice versa

1.3. The headings contained in these terms are for convenience only and do not affect their interpretation.

## 2. The Contract

2.1. These terms constitute a contract for the services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the temporary worker. However, no contract shall exist between the Employment Business and the Temporary Worker between assignments.

2.2. For the avoidance of doubt, the terms shall not give rise to contract of Employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 3.

2.3. No Variation or alteration of these terms shall be valid unless approved by Employment Business in writing.

2.4. Each assignment shall constitute a separate contract for services for the Temporary specified purpose and for the period of the assignment. Unless otherwise agreed in writing each such contract shall operate under these terms.

### **3. Assignments**

3.1. The Employment Business will endeavour to obtain suitable Assignments For the Temporary Worker.

3.2. The Temporary Worker acknowledges that the nature of the temporary Work means that there may be periods when no suitable work is available and agrees; and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

3.3. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant period under The Organization of Working Time act 1997 shall be the date on which the temporary worker commences the first assignment. Double employment is not permitted under the Organization Time Act 1997 where the total aggregate of hours exceeds the legal maximum.

### **4. Remuneration**

4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of 8.30 per hour. The actual rate will be notified on a per Assignment basis, for each hour worked during the Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in PRSI and Income Tax and any other deductions, which the Employment Business may be required by law to make.

4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## **5. Statutory Leave**

5.1. For the purpose of calculating entitlement to leave under this clause, the Leave year commences on the date the Temporary Worker starts an Assignment. Annual holiday entitlements will be in accordance with the Organisation of the Working Time Act 1997.

5.2. Leaves accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of standard hours, which he works, on assignments.

5.3. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in Writing of the dates of the intended absence.

5.4. Public Holidays will be paid when 40 hours have been worked in the five weeks preceding the week ending prior to a Public Holiday.

5.5. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker Status as a self-employed Worker.

## **6. Sick Leave**

6.1. Sick Leave is unpaid

## **7. Health and Safety**

7.1. During your time with Sigmar Recruitment Ltd you must comply with all Health & Safety Regulations in the work place of the client to whom you are assigned. If there are any matters regarding your health & safety whilst in the workplace of the client which cause you concern you are required to notify the employment business who will endeavour to resolve the issue with the client

## **8. Conduct of Assignments**

- 8.1. The Temporary worker is not obliged to accept any Assignment offered by
- 8.2. The employment Business but if he does so, during every assignment and afterwards, where appropriate, he will,
- 8.3. Co-operate with the client staff and accept the direction, supervision and control of any responsible person in the clients organisation.
- 8.4. Observe any rules and regulations of the Clients establishment to which attention has been drawn or to which the Temporary Worker might reasonably be expected to ascertain.
- 8.5. Conform to normal hours of work at the client's establishment, unless arrangements have been made to the contrary.
- 8.6. Take all reasonable steps to safeguard your own safety and the safety on any other person who may be present or affected by your actions on the assignment and comply with the Health and Safety Policies of the Client.
- 8.7. Not engage in any conduct detrimental to the interests of the clients.
- 8.8. Not divulge to any person, nor use for your own or any other persons benefit, any confidential information relating to the clients or the Employment Business employees, business affairs, transactions or finances.

## **9. Time Sheets**

- 9.1. The Temporary Worker is required to deliver to the Employment Business his timesheet duly completed, no later than Friday 5.30pm, to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorized representative of the client. Failure to submit a timesheet for hours worked may delay payment for these hours.
- 9.2. For the avoidance of doubt and for the purpose of the Organization of the Working Time Act 1997, the Temporary Workers working time shall consist of those periods during which he is carrying out his activities or duties for the company as part of the Assignment. Time spent travelling to the Companies premises, lunch breaks and other rest breaks shall not count as part of the Temporary staff members working time for these purpose.

## **10. Method of Payment**

10.1. Your wages are transferred directly into your bank account a week in arrears on a Thursday. Your payslip will be posted out to you each week.

## **11. Law**

11.1. These terms are governed by Irish Law and are subject to the exclusive jurisdiction of the Irish Courts.