



Rosata Recruitment

Terms & Conditions of Business for the Introduction of Applicants to be Employed Directly by the Client January 2022

Permanent Doctors for Health Service Executive & Other Sectors - Ireland

1. DEFINITIONS

1.1 In these Conditions the following expressions shall be given the following meanings:

(a) "The Company" – means Rosata, registered in Ireland with company number 664776 or any of its subsidiaries or associated companies

(b) "The Client" – any person, firm, company or organisation who approaches or has been approached by the Company with a view to engaging or otherwise employing an Applicant.

(c) "An Applicant" – a person introduced by the Company to the Client for the purposes of an Engagement.

(d) "Engagement" – the employment or other use, by the Client or any third party to whom the Applicant is introduced by the Client, whether under a contract for, a contract for services, self-employed or otherwise, of an Applicant whether or not that position is the same to which any vacancy related and whether or not that position is the same to which the interview related (and engaged shall be construed accordingly). Either or both of the offer and acceptance may be oral or in writing.

(e) "Introduction" – means the passing to the Client of an Applicant's CV or any other information concerning the Applicant or the Client's interview or any subsequent interview of an Applicant, in person, by telephone or videoconference or other means and which are subsequent to the Client's instructions to the Company to search for an Applicant or and where the Applicant is subsequently Engaged.

(f) "Re-introduction" means the resending to the Client of an Applicant's CV or any other information concerning the Applicant or the Client's interview or any subsequent interview of an Applicant, in person, by telephone or videoconference or other means and where the Applicant is subsequently Engaged.

(g) "Month" – means a calendar month.

(h) "Week" – means seven consecutive days.

1.2 In these Conditions, words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

1.3 All and any business undertaken by the Company is transacted subject to these Conditions all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall



Rosata Recruitment

prevail unless expressly otherwise agreed in writing by a Director of the Company. No variation in these Conditions can be made without the written consent of a Director of the Company.

1.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

1.5 The acceptance of an Introduction as defined in

1.1.5 above shall be deemed acceptance of, and agreement to, these Conditions on the part of the Client.

2. OBLIGATIONS OF THE COMPANY

2.1 The Company will use its reasonable endeavours to introduce to the Client a suitable Applicant to carry out work for the Client of such nature as the Client shall notify to the Company when placing its order for an Applicant

2.2 Notwithstanding clause 2.1, the client shall satisfy itself (for example, by taking up references) as to the suitability of any Applicant before engaging such Applicant.

3. OBLIGATIONS OF THE CLIENT

3.1 The Client undertakes to provide to the Company details of the position which the Client seeks to fill:

(a) The intended duties of the Applicant;

(b) The location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and

(c) Any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

(d) Any health and safety information which the Client wishes the Company to pass on to the Applicant;

(e) The minimum rate of remuneration, expenses and any other benefits that would be offered;

(f) The intervals of payment of remuneration; and

(g) The length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

3.2 The Client will notify the Company immediately when (or once) an offer of employment is accepted by an Applicant or otherwise upon the commencement of an Engagement (whichever first occurs). Notwithstanding Condition 2.1, the Client shall satisfy itself as to the suitability, for the



Rosata Recruitment

purposes for which the Applicant is required by the Client, of any Applicant before engaging such Applicant.

3.3 The Client shall provide the Company with full details of:

(a) Any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks; and

(b) Any experience, training, qualifications or authorisations including those required by a professional body or by law.

3.4 The Client shall be responsible for obtaining such work permits and regulatory and or legal documentation to establish the Applicants eligibility to work in the Ireland and shall by satisfying itself by the arrangement of medical examinations and/or investigations into the medical history of any Applicant as to any required medical requirements or qualifications as may be required by law in relation to the engagement of an Applicant, save that the Client shall, where the Worker is required by law or any professional body to have any qualifications or authorisations for the position, obtain copies of such qualifications or authorisations or inform the Company it has been unable to do so.

3.5 The Client undertakes not to employ or seek to employ any employee of the Company save where the employee accepts an engagement by the Client within three months of such employee leaving the Company and provided that the Client has not directly or indirectly solicited the employee then the Client shall be liable to pay the Company a fee as if the employee had been introduced by the Company.

3.6 The Client undertakes that in the event of the Client introducing (directly or indirectly) any Applicant to another person, firm, company or organisation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm, organisation (which the Client shall immediately notify to the Company) the Client shall pay to the Company an introduction fee in accordance with Condition 4 herein, unless the Engagement occurs more than six months after the introduction of the Applicant to the Client by the Company

4 FEES

4.1. All introduction fees are expressed as a percentage of the total first year's gross annual remuneration package in accordance with the contract signed between the Client & Candidate.

4.1.1 Immediately when an Applicant arrives in the jurisdiction following their acceptance of an offer of Engagement or otherwise upon the commencement of an Engagement (whichever occurs first) following an Introduction or Re- introduction; or

4.1.2 If any Applicant is initially rejected by the Client or the Applicant rejects the Client's offer of engagement and where the Applicant is subsequently engaged by the Client in any capacity within a period of 12 months from the date of either an Introduction or Reintroduction to the Client or an interview or any subsequent interview is arranged;

4.1.3 Where the Company has made an Applicant aware of a vacancy either at the request or with the consent of the Client and the Applicant subsequently approaches the Client and is employed in



Rosata Recruitment

respect of the same or some other vacancy within the period of 12 months from the date the Company made the Applicant aware of the vacancy;

4.1.4 Where the Company has delivered a profile to the Client and arranged a meeting between the Client and the Applicant in each case with the Applicant's consent notwithstanding that any other agency has already done so without the Applicant's consent and the Applicant is engaged by the Client;

4.1.5 Where a Client receives a CV and a copy of these conditions, the Client shall be deemed to have accepted this agreement and to have agreed to pay the Fees chargeable by the Company.

4.1.6 In the event that the Engagement is for a fixed term fewer than 12 months, the fee in clause **4.1** will apply as if the Engagement was for a 12 month period. For the avoidance of doubt, where any Engagement is intended to be for a period of less than 12 months the expiration of the fixed term will not give rise to any rebate.

4.2 Where the Client contends that a third party has made an introduction and the third party in the opinion of the Client should be paid an introduction fee thereby depriving the Company of a Fee, the Client undertakes to pay the Company the Fee irrespective of any contractual arrangement it has made with the third party.

4.3 In the event that there is an Engagement under the terms of this agreement the Client shall notify the Company immediately and provide details of the remuneration.

4.4 The Fee for the introduction of the Applicant is payable by the Client within 28 days of the invoice receipt by the Client. The Fee shall be as detailed in 4.1.

4.5 The Company reserves the right to charge interest of invoiced fees overdue by more than 14 days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgement.

5 TERMINATION

5.1 In the event of an Applicant terminating and/or the Client lawfully terminating an Engagement, except where the Applicant is made redundant, within 8 weeks of the date upon which such Applicant commenced work for the Client; provided has notified the Company in writing within 24 hours of the relevant Engagement terminating, the Client shall firstly be entitled to receive a free replacement Applicant.

5.2 In the event no suitable replacement Applicant can be identified by the Company, the Client shall be charged on a pro rata basis

6. LIABILITY AND INDEMNITY

6.1 The Company shall not be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement or Introduction and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:-



Rosata Recruitment

(a) Failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to Condition 5);

(b) Any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

(c) Any loss, injury, damage, expense or delay incurred or suffered by an Applicant; provided that nothing in this Condition 6 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence to the extent that this is prohibited by applicable law, nor any statutory liability, any exclusion or limitation of which is prohibited by law.

6.2 In consideration of the Company entering into an agreement with the Client in which these conditions are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:-

(a) Any loss, damage, expense or delay suffered or incurred by an Applicant, howsoever caused; and

(b) Any loss, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise Provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement

6.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder and shall accept risk and/or insure accordingly.

7. NOTICES

7.1 In these Conditions, any notices required to be served on the Company or on the Client shall be deemed to be served:-

(a) If sent by post, on the second business day following the date of posting; or

(b) If sent by email or facsimile, on the day of transmission if it is a business day or, if it is not, on the next business day.

8. EQUAL OPPORTUNITIES

8.1 The Company operates equal opportunities policies governing its dealings with employees and with Applicants. Copies of those policies are available from the Company's registered office on request.

9. NON-TRANSFERABLE

9.1 No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Company's prior written consent

10. DATA PROTECTION



Rosata Recruitment

10.1 Both parties agree to comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), as amended or updated from time to time (together “DP Legislation”).

10.2 The parties acknowledge that for the purposes of the DP Legislation, it may be necessary for one of the parties to process certain personal data (as defined in the DP Legislation) on behalf of the other party, and the Company may act as a “controller” or a “processor” (as defined in the GDPR) in respect of such personal data.

10.3 Each party shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data for the duration and purposes of this agreement.

10.4 The processor shall in relation to any personal data processed in connection with its obligations under this agreement.

(a) Process that personal data only on the written instructions of the controller unless the processor is required by any applicable law to process such data and notifies the controller to this effect;

(b) Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or against accidental loss or destruction of, or damage to the personal data, appropriate to the harm that might result from such occurrence and the nature of the data to be protected;

(c) Ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;

(d) Not transfer any personal data outside of the European Economic Area without giving prior written notice to the other party;

(e) Promptly assist the controller in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators and including with any requests from data subjects;

(f) Notify the controller without delay on becoming aware of a personal data breach relating to these Conditions;

(g) At the request of the controller, delete or return all personal data on termination of the agreement unless required by applicable law to store the personal data; and

(h) Maintain complete and accurate records and information to demonstrate compliance with this Condition 10

11. THIRD PARTY RIGHTS

11.1 Other than associated companies of Rosata Recruitment who will have the benefit of and may enforce the Conditions, the parties do not intend any of the Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.1 Any changes to the terms and conditions outlined must be agreed by a Director of the company.

12. JURISDICTION



Rosata Recruitment

12.1 These Conditions and any contract into which they are incorporated shall be subject to Irish Law and the exclusive jurisdiction of the Courts of Republic of Ireland.

12. FOR & ON BEHALF OF THE CLIENT

Date

.....

Name

.....

Client

.....

Registered Address

.....

Signature

.....