



Lansdowne Recruitment

Terms and Conditions

2021

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Lansdowne Recruitment

Lansdowne Recruitment, is committed to excellence and best of class in every aspect of its operation. With its own quality management system in place, we strive to continually set the benchmark in terms of standards and the provision of Recruitment Services.

Lansdowne Recruitment is focused on supplying permanent staff using the latest recruitment innovations that help its client companies to achieve their business goals. We take a strategic approach to human resource management providing HR solutions.

We Try Harder

Lansdowne Recruitment is building a reputation as a highly respected recruitment organisation capable of supplying high quality personnel across a broad range of industries.

Terms and Conditions - Search and Selection

1. These Terms and Conditions of Business (“Terms”) are between Lansdowne Recruitment Ltd or any of its Associated Companies carrying on the business of an employment agency within the meaning of the Employment Agency Act, 1971 (“Lansdowne Recruitment”), and any individual partnership or company to whom Lansdowne Recruitment provides recruitment services more explicitly defined below (the“Client”). “Associated Company” means any Holding Company or Subsidiary Company of Lansdowne Recruitment. “Holding Company” and “Subsidiary Company” have the meanings assigned to each by section 155 of the Companies Act 1963.

2. The Client will place an order with Lansdowne Recruitment describing the type of work and specific duties to be performed, skills required, and any other requirements to be fulfilled by the candidate(s). Lansdowne Recruitment shall recruit qualified candidates using its selection processes; screen candidates in accordance with agreed requirements; assess each candidate and verify his/her interest in the opportunity and shortlist suitable candidates and effect an introduction of the candidate to the Client. Upon engagement of a candidate by the Client or commencement of work by the candidate, irrespective of whether any employment agreement has been signed by the candidate, the Client shall pay the Fee as defined in Condition 3 below. The Client shall immediately advise Lansdowne Recruitment in the event that the Client or a company associated with the Client engages a candidate or agrees to make use of or use the services of a candidate introduced by Lansdowne Recruitment in the position offered or in any other position. For Premium Service arrangements, a start-up fee (as detailed in Condition 3 below) is due upon commencement of Lansdowne Recruitment’s assignment for the Client and is not returnable under any circumstances.

3. These Terms apply to all referrals requested by the Client, until replaced or amended. On placing an order with Lansdowne Recruitment, the Client is accepting these Terms as the contract between Lansdowne Recruitment and the Client. These Terms are the entire agreement between Lansdowne Recruitment and the Client and may not be varied except by the express written permission of Lansdowne Recruitment and the Client.

Standard Fee

The Client shall pay to Lansdowne Recruitment the Standard Fee. The Standard Fee shall be based on the actual annual full time equivalent base salary (“AFTS”) + other tangible benefits (including but not limited to car/car allowance, bonus etc) for the position for which Lansdowne Recruitment has been asked to find suitable candidates. The Fee paid to Lansdowne Recruitment will be equal to a percentage (%) of the AFTS + other tangible benefits. As per the table below:

Salary and Tangible Benefits:	FEE %
Less than €24,999	15%
€25,000 - €49,999	17.5%
€50,000 - €74,999	20%
€75,000 or more	25%

Premium Service

Salary and Tangible Benefits:	Fee%
Less than €24,999	20%
€25,000 - €49,999	22.5%
€50,000 or above	25%

For Premium Service arrangements, fees will be structured as follows:

1. A Start-Up Fee (as outlined below) due immediately upon commencement of the assignment by Lansdowne Recruitment and not returnable under any circumstances; and
2. A Completion Fee (being the balance of the Premium Service Fee) payable on the day the candidate commences employment with the Client.

Start-Up Fee – Premium Service

Salary and Tangible Benefits:	FEE %
Less than €24,999	6%
€25,000 - €49,999	8%
€50,000 or above	10%

- All fees are subject to a minimum charge of €3,000 +VAT.
 - The provision of a car is valued at €5,000 additional salary.
 - Minimum start-up fee of €1,000 applies
 - If, after an offer of engagement has been made to the candidate, under the Core Service arrangement above, the Client decides for any reason to withdraw it, the Client shall be liable to pay Lansdowne Recruitment 5% of the annual remuneration offered to the candidate.
 - If a retained assignment under the Premium Service arrangement above is cancelled by the Client or the Client for any reason alters materially (as determined at the discretion of Lansdowne Recruitment) its requirements submitted to Lansdowne Recruitment then in addition to the fees payable in accordance with these Terms, the Client shall pay an additional fee of 10% of the stated remuneration plus all the agreed advertising costs and other expenses incurred by Lansdowne Recruitment.
4. The Client will pay the Standard Fee for each candidate that the Client or its Associated or Subsidiary Company employs or obtains the candidate's services in any capacity within twelve (12) months after Lansdowne Recruitment refers the candidate to the Client. "Employ in any capacity" includes, without limitation: employing the candidate directly; purchasing the candidate's services as a temporary, pay-rolled, or leased employee of an organisation or employment agency other than Lansdowne Recruitment; obtaining the candidate's services through any independent contractor, agency, facility staffing or consulting relationship; or arranging, suggesting, endorsing, facilitating or acquiescing in the candidate's engagement or recruitment by another organisation with legal or operational ties to the Client.
5. Lansdowne Recruitment shall invoice the Client upon engagement of the candidate, whether or not an employment agreement has been signed. The Fee shall be due upon receipt of the invoice. The Fee is subject to Value Added Tax at the standard rate. If the Client is late in making payment or does not make full payment to Lansdowne Recruitment when due, Lansdowne Recruitment reserves the right to charge interest on the outstanding amount from the date payment is due until payment is received by Lansdowne Recruitment. Interest shall be charged at the prevailing statutory interest rate under the European Communities (Late Payment in Commercial Transactions) Regulations 2002, which interest shall accrue on a daily basis from the date payment becomes overdue until the Client has made payment of the overdue amount.

6. All information (written or verbal) regarding candidates must be treated as confidential and must not be disclosed to any third party. If a candidate introduced by Lansdowne Recruitment subsequently is engaged in any manner, including but not limited to full time, temporary, contract or otherwise, as a result of any such disclosure to a third party, then the introduction fee as detailed above will become payable by the Client as though the Client themselves had engaged the candidate.

7. These Terms will continue in force unless one party gives the other party at least ten (10) days' written notice of termination. Lansdowne Recruitment reserves the right, however, to terminate this Agreement immediately in the event of non-payment for services. In the event of such termination, and to the extent all of the fees outlined in paragraph 3 have not been paid, the Client will pay to Lansdowne Recruitment the remaining fees.

8. The Client shall provide Lansdowne Recruitment with all information regarding details of the prospective engagement, duration of work, likely earnings and other benefits, length of notice to be given to terminate the engagement, any risk to health and safety, required training, experience and qualifications (and any other requirements applicable to the prospective candidates) and any other information required to be provided by the Client to Lansdowne Recruitment either by statute, common law or otherwise. Furthermore the Client undertakes that it knows of no information or reason why it would not be in the interest of a candidate to fill an engagement.

9. Notwithstanding the fact that Lansdowne Recruitment shall supply the Client with information regarding candidates, the Client is under an obligation to satisfy itself as to the identity and suitability of the candidate and the fact that he/she has adequate experience, training, qualifications and legal standing. The Client shall take up and examine to its satisfaction any references provided before engaging a Candidate. The Client is also responsible for obtaining all work permits and/or such other necessary permission to work, for arranging medical examinations or for investigating medical records and satisfying any other relevant requirements, qualifications or necessary legal permissions.

10. Should the selected candidate voluntarily leave his/her engagement with the Client, for reasons other than lay-off, lack of work, change in work scope, cancellation of project, or change in the Client's location, before the completion of the eighth week of engagement, Lansdowne Recruitment shall reasonably endeavour to provide a suitable replacement, within five (5) working days at no additional cost, under its replacement guarantee. To validate the replacement guarantee, payment of Lansdowne Recruitment's fees must be received within twenty-one (21) days from the date that payment becomes due and Lansdowne Recruitment must be informed in writing of the candidate's resignation within twenty-four (24) hours of the Client receiving notice from the candidate. If for any reason Lansdowne Recruitment is not given the exclusive opportunity to replace the original candidate, for a minimum of four (4) weeks, after being advised of the previous candidate's resignation, Lansdowne Recruitment's original fee shall be non-refundable. In the event that the Client does not require Lansdowne Recruitment to find a replacement, Lansdowne Recruitment shall refund the following amounts to the Client, according to the duration of service held by the candidate during their engagement with the Client.

Engagement Duration % of Invoice Amount Refunded

2 Weeks 75%

2 Weeks 1 Day – 4 Weeks 50%

4 Weeks 1 Day – 8 weeks 25%

A second guarantee period, or replacement guarantee, does not apply to a replacement candidate.

11. If following a termination of an engagement or the withdrawal of an offer of engagement (where either a refund is made or the Fee is not paid) the Client subsequently engages or re-engages the candidate within a period of twelve (12) months from the date of such termination or withdrawal the full Fee in relation to that candidate (or the extent of any refund where applicable) shall become immediately due from the Client to Lansdowne Recruitment.

12. Under no circumstances shall Lansdowne Recruitment be liable and the Client shall indemnify and hold Lansdowne Recruitment harmless for any loss, expense, delay, damage or otherwise (“claim”) arising from the introduction to or engagement of any candidate except to the extent that such claim directly arises from failure to fulfil its obligations provided for in accordance with these Terms. No warranties, conditions or representations, express or implied, are given to the Client by Lansdowne Recruitment other than those implied by law. The Client acknowledges that Lansdowne Recruitment is neither responsible for the acts and omissions of the candidate nor for the candidate themselves. The Client acknowledges that the limitations and exclusions of liability set out above are reasonable and reflected in the Fees payable to Lansdowne Recruitment under these Terms and agrees that it shall bear any risk associated with the services provided by Lansdowne Recruitment, subject to these Terms and shall obtain appropriate insurance cover in relation to any such risks.

13. If any member of Lansdowne Recruitment full time staff is employed by the Client within twelve months of such member leaving the employment of Lansdowne Recruitment, then an introduction fee in accordance with Condition 3 above shall be due immediately.

14. These Terms shall be governed by and construed in accordance with the law of Ireland. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with these Terms.

15. Any notice given by either party to the other for the purposes of these terms and conditions shall be sufficiently given if delivered by hand or sent by prepaid post, email or facsimile transmission to that party at (in the case of a company) its registered office for the time being or its business address.