

FIXED TERM SERVICE LEVEL AGREEMENT

Terms and conditions of the agreement between, and application to become a member of

hereinafter called the Company whose office is situated at Unit 50A Rosemount Park Drive, Rosemount Business Park, Ballycoolin, Dublin 11, Ireland and

the member, hereinafter called the Member.

The Terms and Conditions represent an agreement between the Company and the Member whereby the Company agrees to supply the Member with umbrella company services, as outlined.

The Member is engaged by the Company on a fixed term contract in the capacity of a

and will be paid on the Member's selected frequency basis when monies are received from third parties to whom the Member provides services. The fixed term period of this service agreement will be in line with the timeframe specified by the contracts signed by the Company with various third parties as agreed in advance with the Member, or in the absence of such contract the fixed term period of this service agreement shall cover the period up until the third party no longer requires the provision of services from the Member.

Said payment is to be made from revenue received for the Members' services to third parties who enter into agreement with the Company, with the approval of the Member, for the supply of the Member services. Third parties are deemed to be agencies or clients that provide professional services to industry. The Member will not be paid by the Company for sickness, statutory holidays or any non-Revenue earning periods.

Hours of work are to be specified in any agreement between the Company and various third parties using the services of the Member and must be agreed by the Member.

The Member is responsible for providing within the specified timeframe, the respective signed timesheets of hours worked and other relevant documentation to facilitate payment by the Client, and ultimately payment to the Member by the Company on receipt/clearance of funds.

The member will also provide signed expenses sheets detailing expenses "Wholly, exclusively and necessarily" incurred by the member in the course of carrying out their work. These returns and receipts will enable these expenses to be claimed as allowable expenses for Corporation Tax purposes by the company, and will be reimbursed to the Member. The Member will ensure that any vehicles used in the performance of their work are insured for business use.

The Member will not have any recourse to a grievance procedure within the Company. The Member shall not at any time during or after the period of service with the Company divulge or use any confidential information concerning the business or interest of the Company or any other associated companies.

The Member shall not at any time during or after the period of service with the Company divulge or use any confidential information concerning the business or interest of the Client. All documentation and other property belonging to said Client must be returned upon completion or termination of the contract to the Client.

The Member shall not, and has no authority to, enter into any agreement on behalf of the Company. Under no circumstances will the Company be liable for loss of profits, whether direct or indirect, or any indirect or consequential damage whatsoever.

The Member will indemnify the Company against any and all losses arising out of the action or inaction of the Member, including a breach of contract between the Company and third parties which arise as a result of actions or inactions of the Member. The Member also agrees to abide by the Terms and Conditions of all contracts that the Company will sign on the Member's behalf with Agencies and Clients and with the Member's permission.

This agreement may be terminated by the Member at any time by giving notice to the Company in writing. The Company may terminate the agreement by one month notice in writing to the Member, or immediately on termination of a contract by a third party described in paragraph 4 of this agreement.

You have selected the following service: _____

The Company's fee for this service to you as a Contractor is: _____

There are no startup costs and no closure costs.

Any additional insurance cover required by third parties in respect of the member's services shall be arranged, with the agreement of the Member, at a separate cost and reimbursed to the Company by the Member.

Signed: _____

Date: _____

Signed: _____

Date: _____

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IMPORTANT INFORMATION REGARDING TERMS OF SERVICE

Bank Transfer Times for Payment

Salary payments will be transferred from our account on a same day basis as funds from your agency/employer clear our account. It is important to be aware that you may need to allow 1-2 working days for these monies to reach your account depending on which bank you are with. This is due to inter-bank processing times which are outside of our control.

The same applies for payments made from your agency/employer to ourselves i.e. You must allow up to 1-2 working days between payment leaving theirs to reaching ours. Further delays may arise where your agency/employer sends payment by cheque.

Timesheets & Your Agency/Employer Procedures

We operate independently of your agency/employer. You must therefore ensure that you familiarise yourself with your agency/employer procedures particularly with regard to invoice and payment cut off dates. It is **your responsibility** to ensure that you forward all timesheets and other documentation which may be required by your agency/employer to us before their internal deadlines.

If your employer has agreed to reimburse you for certain expenses incurred you must also ensure that you forward the details to us so that they can be included on the invoices that we issue on your behalf.

Please note that in order for us to invoice your agency/employer, you must send a copy of your timesheet or details of the amount to be invoiced, to UmbrellaInvoices@fenero.ie. If you only send these details to your agency/employer and not also to Fenero, we will not be aware that you need an invoice to be issued, as most agencies/employers will not forward us a copy of what you have sent them. A delay in your invoice being issued invariably leads to a delay in your agency/employer sending your payment to us. We cannot in any circumstances make payment to you without having first received it from your agency/employer. To ensure prompt payment, it is therefore essential that you send timesheets and invoice requests to Fenero as soon as you are ready for us to issue an invoice on your behalf.

Expenses

If you wish us to process an expenses claim form relating to non-chargeable expenses, it is **your responsibility** to ensure that you have forwarded your signed and completed expenses claim form to us prior to the date that we process your payslip and make payment to you. If we do not receive a valid claim form signed with supporting receipts, these will not be processed in your payslip.

Payroll Periods

Please be aware that our payroll is processed on the basis of the date that the payment is received, and not on the basis of the period that you worked. By way of illustration, if for example you work for one full month in November and request an invoice to be raised at the end of November, this invoice will most likely to be paid to us in December. These monies would then appear on your December payslip and not on a November payslip.

Self Billing

If your agency operates a self-billing method of invoicing, they will normally email you a copy of the invoice which they generate. You must forward a copy of this on to us. This is so we will be able to identify monies received as being related to yourself in order that we can then make onward payment to you. Please ask your agency if they operate on a Self Billing basis and if so, ask them to email a copy of the Self Bill invoice to you or alternatively to email a copy directly to Fenero. It is very important to do this to avoid any potential delays in making payment to you which may arise through being unable to identify monies belonging to you through the absence of a Self Bill invoice.

If you have any queries regarding any of the above please do not hesitate to contact us for clarification.

Contractor Declaration:

I confirm that I have read and understood the above.

Signed: _____

Date: _____