

Terms of Business



These are the Terms of Business of Schwarz & Vogel Ltd. The Company is authorised by the Laws of Ireland and facilitated by the Companies Registration Office.

The company conducts its business in accordance with the *Employment Agency Act 1971*. The company has obtained the relevant license to operate as an employment agency under this act.

Licensed Entity

Schwarz & Vogel Ltd

Our Services

We provide executive recruitment services to clients wishing to hire new talent on a permanent or contractual basis. These services will include, but will not be limited to, client relationship development and management, candidate profiling and discovery, candidate search and validation and candidate placement.

We provide IT Management Consultancy services to clients wishing to transform part or all of their business through the delivery of advisory services relating to the implementation of new technologies, processes or people.

Our Pricing Strategy

In relation to the recruitment services we offer, each client engagement will be priced dependent on situation specific parameters. E.g. the level of expertise and experience a candidate must have, as determined by a client wishing to fill a particular role within their organisation. As a guide, we will charge clients wishing to hire new talent a standard fee for recruitment services. An additional five to twenty five percent of relevant annual salary will also be charged, to be determined upon role specific parameters.

Our standard fee will apply to all positions to cover the cost of services delivered up to the start date. Up to senior level, there will be an additional percentage of annual salary charge of five percent. We deem non-senior level positions to be those that require relevant industry and job related skills and/or experience of between one and five years.

For all senior level placements, we will charge our standard fee, plus an additional ten percent of annual salary. We deem senior level positions to be those that require industry and job related skills and/or experience of between five and ten years. For all managerial positions, we will charge our standard fee, plus an additional fifteen percent of annual salary. We deem managerial positions

Registered Office

The Portershed, Eyre Square, Galway, H91 HY51

to be those that require industry and job related skills and/or experience of between ten and fifteen years.

Clients wishing to fill positions at senior manager level will be charged our standard fee, plus an additional seventeen percent of annual salary. We deem senior manager positions to be those that require industry and job related skills and/or experience of between fifteen and seventeen years.

For all director level positions, we will charge our standard fee, plus an additional twenty percent of annual salary. Any specific candidate discovery expenses incurred will also be billable to our clients. We deem director level positions to be those that require industry and job related skills and/or experience of between seventeen and twenty years.

Clients wishing to fill positions at chief executive level will be charged our standard fee, plus an additional twenty five percent of annual salary. Any specific candidate discovery expenses incurred will also be billable to our clients. We deem chief executive level positions to be those that require industry and job related skill and/or experience of twenty years and above.

Schwarz & Vogel Ltd are committed to providing the highest quality recruitment services and understand that each client engagement may require the variables outlined above to be negotiated. In that regard, our pricing strategy is a guide and is subject to change.

Our Approach to Placement

We will only charge our clients on the successful completion of a placement. Schwarz & Vogel Ltd will never charge candidates seeking employment for the services we provide, whilst fulfilling our client's objectives.

In the event of a candidate being offered a position by our clients and subsequently turning down the offer at any time between the offer being made and a contract of employment being signed, Schwarz & Vogel Ltd will find a

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replacement candidate at no additional cost.

We understand that unforeseen circumstances are difficult to legislate against. Schwarz & Vogel Ltd will charge our standard fee, to be invoiced to the client on the date at which the candidate's contract of employment begins. The associated percentage of annual salary charge will be invoiced to the client upon completion of the probation period attached to the role. Should the contract of employment be ceased either by client or candidate, within week one to four of the probation period, no percentage of annual salary charge will apply. Should the contract of employment be ceased either by client or candidate, within week five and twelve of the probation period, fifty percent of the percentage of annual salary charge will be applied. Should the contract of employment be ceased either by client or candidate, within week thirteen and twenty four of the probation period, the full percentage of annual salary charge will be applied.

Once a candidate has been successfully placed by us, it will be our intention to meet the hiring manager and candidate, at least once during the pre-defined probationary period if such a period has been established within the contract of employment. This activity does not form part of our standard services and will be delivered solely at our discretion.

IT Management Consultancy or advisory services procured by our clients will be charged using a daily rate mechanism, to be negotiated with clients prior to the procurement and delivery of the related services.

Schwarz & Vogel can provide Consultants to fill an immediate need within our client's business. This service will typically be negotiated on a per project basis.

We also provide Consultants who will conduct a review of a particular issue/area/process/service within our clients business and provide advisory services based on the output of the review.

Prior to conducting any consultancy or advisory services, we ask our clients to enter into a services agreement with us. This agreement will clearly state the relationship between us and the services that are expected to be delivered. In addition we will also sign an accompanying NDA to ensure any commercially sensitive information is protected, should our Consultants become privy to such information during their performance of consultancy or advisory services.

Our Data Protection Policy

Schwarz & Vogel Ltd will act as a data controller as defined within Article 4(7) of REGULATION (EU) 2016/679

(General Data Protection Regulation)(GDPR) We will process the personal data of data subjects according to the lawfulness, fairness and transparency principles set out in Article 5.1(a).

As per Article 5.1(b), we will never use candidate or client data for any other purpose other than those necessary to fulfil our responsibilities related to providing executive recruitment services and IT management consultancy services.

Schwarz & Vogel Ltd use cloud services provided by and secured by Google for normal business operations. As per Article 5.1(f) of the GDPR, candidate and client data will be secured as per Google's data security policy, which can be viewed [here](#).

Schwarz & Vogel Ltd specifically require consent to be given by clients or candidates before we process any personal information. As per Articles 6.1(a) & 7.1, candidates and clients will not be able to submit enquiries or CVs that contain personal information, without having read our terms of business, which includes our data protection policy. The submission of an enquiry or a CV will only be possible once the soft copy of the document has been opened and the 'consent to allow processing' box has been checked by either candidate or client.

Consent that has been previously given can be withdrawn at anytime by a candidate or client, as per Article 7.3 of the GDPR. Candidates or clients can send a written withdrawal of consent to processing to privacy@schwarzandvogel.com. Upon receiving this written request for consent to be withdrawn, we shall immediately cease processing the related personal data. The written request for withdrawal of consent to process personal information does not however affect the lawfulness of processing before the request for withdrawal has been received.

In regards to data retention, Schwarz & Vogel Ltd will store personal data for as long as necessary in order to perform the delivery of talent acquisition services and IT consultancy.

Clients and candidates have the right to full erasure, rectification and access to all relevant personal information we hold, as per Article 13.2(b) of the GDPR. Where a client or candidate makes a request in relation to the above, we will respond without undue delay and at least within one month of the request being made in writing to privacy@schwarzandvogel.com, as per Article 12.3.

We shall notify the client or candidate by email once the specified action requested has been completed.

Schwarz & Vogel Ltd also recognise the right of candidates and clients to lodge a complaint regarding the processing of personal information. Candidates or clients

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who are European Citizens and wish to lodge a complaint, can do so using the 'General Query Form' on the Irish Data Protection Commission's website. (www.dataprotection.ie/docs/General-Query-Form/m/1725.htm)

Our Website

The Schwarz & Vogel website is hosted with Cloudways. They are fully GDPR compliant and their terms and conditions can be found [here](#).

Users wishing to submit a query or submit their CV can only do so once they have read our data protection policy, located within or terms of business document and subsequently taken the action of checking the box that states they have read the data protection policy and that they are happy to proceed, thus giving consent for us to process their personal information.

Whilst every effort has been made to ensure that all information contained on our website is accurate and up to date, we cannot be held responsible for errors in accuracy. The validity and accuracy of any links to third party information available through our website, whilst believed to be correct, cannot be guaranteed and we take no responsibility for content outside of our own domain (SchwarzandVogel.com).

Postings on our website regarding job vacancies, whilst we endeavour to ensure up to date listings, we cannot guarantee that the existence of a listing means the vacancy is available. E.g. Website updates may be executed after a vacancy has been filled. Thus presenting a short timeframe where the website shows an open listing but in actual fact the vacancy may have been subsequently filled.