Temporary Staffing Specialists

Terms and Conditions of Employment 2026

Service Provider.....3
Payment.....3
Deductions.....3
Social Security.....3
Place of employment.....4
Normal Working Hours.....4
Sick Leave.....4
Pension Entitlement.....4
Rest periods & breaks.....4
Annual Leave.....5
Public Holidays.....5
Grievence Procedures.....6
Disciplinary Procedures.....6
Health & Safety.....8
CCTV & Mobile Phone use.....9
Testing for Intoxicants.....9
Deductions from salary.....10
Data Protection.....10
Privacy Statement.....10
Right to search.....11
Termination of Employment.....11
Personal Information.....11
Equipment.....11
Confidentiality Clause.....11
Disclosure of Information.....12
Temporary Agency Working Act 2012.....12

Service Provider

Blue Saffron Unlimited t/a Dangan Group with a registered office at Unit A, Citywest Shopping Centre, Citywest, Dublin 24 (thereafter within the terms of business referred to as 'The Company')

The following terms and conditions apply to the contract between you, the Company and all associated companies:

Payment

Your rate of pay may vary from client to client; however, your rate of pay will always comply with the statutory minimum wage. You will be advised of the rate of pay before you commence any assignment through Dangan Group.

Payment Details:

- Remuneration is payable weekly or bi-weekly in arrears by credit transfer based on completed, submitted timesheets being received.
- Remuneration will only be paid to a valid Irish Bank Account in your name.
- You must complete and submit a New Starter form with details of your PPS number and associated bank account in order for your remuneration to be processed. This should be done through https://portal.dangangroup.ie/Secure/Membership/Registration/Register.aspx
- On termination of employment howsoever arising any monies owed to the Company will be deducted from your final payment.
- Sunday Premiums: Agreed with the Client on a case-by-case basis.

Deductions

The Company operates a voluntary scheme in conjunction with the Temporary Workers permission whereby the company will provide for the purchase of equipment, uniforms, transport, rent, utilities, Personal Accident Insurance and deposits for PPE, all deduction agreements will be deducted via your payroll on a weekly/fortnightly basis accordingly.

Social Security

Social Insurance contributions attached to this contract of employment are received by the Department of Social Protection.

Place of Employment

Your place of employment will vary from location to location subject to the client's needs. You are responsible for getting to and from the place of work.

Normal working hours

Your hours are subject to clients' needs and will be measured by application of timesheets in accordance with the terms of the Organisation of Working Time Act (1997).

Sick Leave

If the Temporary Worker is unable for any reason to work on an assignment, they should inform the company at least one hour before start time on the first day of absence to enable alternative arrangements to be made. Unless specifically agreed to the contrary, the Temporary Worker is not entitled to payment from the Company or its Clients for time not spent on assignment whether in respect of holidays, illness or absence for any other reason. This does not affect your statutory entitlements.

You are entitled to statutory sick pay in line with government legislation. In order to qualify for statutory sick pay, you must have been working for the Company for 13 weeks continuous service and a medical certificate from a qualified Medical Practitioner is required from day one of illness. You can get sick pay of 70% of normal daily pay, up to a maximum €110 a day. The Company will comply with all statutory sick payments.

Pension Entitlement

In line with Irish legislation, eligible employees will be automatically enrolled in the State's auto-enrolment retirement savings scheme (MyFutureFund). Contributions will be made by the employee, the Company, and the State through payroll deductions.

Rest periods and breaks

Breaks will apply in accordance with the terms of the Organisation of Working Time Act (1997). Every Temporary Worker has a general entitlement to 11 hours daily rest per 24-hour period, one period of 24 hours rest per week preceded by a daily rest period of 11 hours. Rest breaks – 15 minutes where up to 4.5 hours have been worked; 30 minutes where up to 6 hours have been worked which may include the first break. All breaks must be recorded on the weekly timesheet.

Failure to receive breaks must be recorded and notified to the Company. Should you fail to receive your breaks or rest periods, you should notify your manager within 1 week and they will seek to ensure you are afforded this as soon as possible.

Annual Leave

The Company holiday year runs from 1st of January to the 31st of December. Employees annual leave will be calculated using one of the following methods:

- Four working weeks where an employee works at least 1365 hours in the leave year, unless it is a leave year in which he/she changes employment.
- Where the employee has worked less than 1365 hours
  - 8% of the hours worked in the leave year (capped at 4 weeks per annum)

Holiday requests must be approved by your Line Manager. The Company will make every effort to facilitate individual holiday requirements but in all cases the needs of the business must come first, and the Line Manager's decision will be final.

CARRY OVER/CANCELLATION OF ANNUAL LEAVE: Holiday entitlements should be taken in full in each holiday year. Any holidays carried over where business commitments (or certified sickness) prevent the taking of your full entitlement MUST be used within the first three months of the new holiday year. An employee cannot forego any period of annual leave and be paid salary in lieu, except in the case of termination of employment.

HOLIDAY ENTITLEMENT WHEN LEAVING THE COMPANY: When an employee is leaving the company, any additional holidays due will be included in the final pay. When an employee is leaving, and the paid holidays exceed the paid holiday entitlement as at the date of termination, the company will deduct the excess holiday pay from their final pay.

At the Company's discretion if you have not taken your full/pro-rata holiday entitlement you might be required to take annual leave during your notice period.

Public Holidays

Employees are entitled to a paid day off for the following public holidays:

- 1st January
- St Brigid's Day (February)
- St Patrick's Day (March)
- Easter Monday
- First Monday in May
- First Monday in June
- First Monday in August
- Last Monday in October
- Christmas Day
- St Stephen's Day

If your annual leave falls on a public holiday the day will not be calculated as your annual holiday. Employees who qualify for public holiday benefit will be entitled to one of the following:

- A paid day off on the Public Holiday
- An additional day annual leave
- Additional days' pay
- A paid day off within a month of the Public Holiday

Part time employees will receive a pro rata benefit for a public holiday provided they have worked for at least 40 hours in the preceding five weeks up to the day before the public holiday.

Grievance Procedures

Should any member of our workforce, be it Temporary or Permanent, have a problem or a concern about their assignment or working conditions they should aim to settle their grievance informally with the Consultant of the Company responsible for that assignment. If the Temporary Worker's grievance cannot be settled informally, or a formal approach is preferable, the Temporary Worker should raise it formally with the Recruitment Director of the Company as follow:

- Written Statement: The Temporary Worker must set out their grievance in writing and send this statement to the Recruitment Director of the Company.

- Meeting: The Company will invite the Temporary Worker to attend a meeting to discuss the grievance once the Company has had a reasonable opportunity to consider its response to the information provided. After the meeting, the Company will inform the Temporary Worker of its decision and work towards rectifying the issues raised where practicable.

Disciplinary Procedures

The use of the disciplinary procedure is imperative where the Temporary Workers conduct, attendance or performance is of concern to the Company. The rules set standards of performance and behaviour, whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasize and encourage improvement in the conduct of individuals, where they are failing to meet the required standards and not by means of punishment.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case in full and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

- The correct procedure is used when inviting you to a disciplinary hearing.
- Disciplinary action, where necessary, is taken speedily and in a fair, uniformed and consistent manner.
- The temporary worker will be advised of the nature of the complaint against him/her and will be given the opportunity to present his/her case before any disciplinary action is taken.
- You will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. In some instances, temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind.
- Other than off the record informal reprimands, you have the right to be accompanied by a witness (fellow temporary worker) who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process.
- You will not normally be dismissed for a first breach of discipline, except in cases of gross misconduct or serious negligence when the penalty may be dismissal without notice and without payment in lieu of notice.
- If you are disciplined, you will receive an explanation of the penalty imposed on you and will have the right to appeal against the finding of the penalty.

The below are stages of the warning procedure. The Company can reserve the right to initiate the warning procedure at any stage, or to jump stages, depending upon the circumstances of the case. Minor faults will be dealt with informally but where the matter is serious, the following warning procedure may be used:

- Formal Verbal Warning: A formal verbal warning will be disregarded after a nine-month period.
- Written Warning: A written warning will normally be disregarded after one year.
- Final Written Warning: A final written warning will normally be disregarded after one year.
- Dismissal

General Notes:

- If you are in a supervisory or managerial position, then demotion to a lower status may be considered by the person authorised to dismiss.
- Gross misconduct offences will result in dismissal without notice.
- You have the right to appeal against any disciplinary action/sanction within 5 working days of the date issued to the Recruitment Director of the Company unless notified otherwise in writing.

- The Company of the Client business may pursue a disciplinary procedure against you under the Unfair Dismissal Act (1977) (amended 1993) both procedures will fully comply with fair procedure and natural justice.

Health & Safety

As a Temporary Worker, the Company wishes to ensure that you operate in a safe manner.

The Company shall arrange that you participate in a site-specific safety induction which will be organised by the Client, and it is mandatory that you attend this induction on every site which you work.

In addition to any Health & Safety requirement notified to you by the Company, you must comply with all of the Clients Health & Safety Procedures. In this regard whilst working on site you must comply with all Health & Safety instructions given by the Client or their agents. In the event of any issue arising in respect of the Clients Health and Safety Procedures you should bring this to the attention of the Client Business in the first instance and notify the Company in the second instance. You have a duty of care to act immediately. As set out in the Safety Health and Welfare at Work Act.

It is the duty of every employee while at work:

(a) comply with the relevant statutory provisions, as appropriate, and take reasonable care to protect his or her safety, health and welfare and the safety , health and welfare of any other person who may be affected by the employee's acts or omissions at work,

(b) ensure that he or she is not under the influence of an intoxicant to the extent that he or she is such a state as to endanger his or her own safety, health and welfare at work, or that of any other person

(c) if reasonably required by his or her employer, submit to any appropriate, reasonable and proportionate tests for intoxicants by, or under the supervision of, a registered medical practitioner who is a competent person, as may be prescribed,

(d) co-operate with his or her employer or any other person so far as is necessary to enable his or her employer or the other person to comply with the relevant statutory provisions, as appropriate,

(e) not engage in improper conduct or other behaviour that is likely to endanger his or her own safety, health and welfare at work or that of any other persons.

(f) Attend such training and, as appropriate, undergo such assessment as may reasonably be required by his or her employer or as may be prescribed relating to safety, health and welfare at work or relating to the work carried out by the employee,

(g) Having regard to his or her training and the instructions given by his or her employer, make correct use of any article or substance provided for use by the

employee at work or for the protection of his or her safety, health and welfare at work, including protective clothing or equipment,

(h) Report to his or her employer or to any other appropriate person, as soon as practicable –
- Any work being carried on, or likely to be carried on, in a manner which may endanger the safety, health or welfare at work of the employee or
- that of any other person,
- Any defect in the place of work, the systems of work, any article or substance which might endanger the safety, health or welfare at work of the employee or that of any other person, or
- Any contravention of the relevant statutory provisions which may endanger the safety, health and welfare at work of the employee or that of any other person, of which he or she is aware of.

(i) An employee shall not, on entering into a contract of employment, misrepresent himself or herself to an employer with the regard to the level of training as may be prescribed for the role.

Failure to adhere to any of the above may lead to disciplinary action up to and including dismissal

CCTV and Mobile Phone Use

CCTV may be used to monitor H&S and any breaches of discipline on the client business premises. Any alleged incident that may arise in which you are alleged to have been involved will result in the employment of CCTV recorded footage. Footage may be made available to any Garda investigation and may be employed in any internal investigation. Please note that such footage employed in the context of such investigations may result in disciplinary action up to and including dismissal

Mobile Phone Use: You may not use your mobile phone while on duty at any time, unless you have the permission of your Supervisor/Line Manager. Unauthorised use may lead to disciplinary action up to and including dismissal.

Testing for Intoxicants

We (and our client business) reserve the right at any time to refer you for testing for intoxicants to a medical doctor designated by us. Failure to attend such testing may result in disciplinary action up to and including dismissal

Deductions from Salary

The Company reserves the right to require you to repay, either by deduction from salary or any other method acceptable to the firm, any losses sustained through dishonesty on your part or any remuneration, expenses, or any other payments which are overpaid to you, whether made by mistake or otherwise. By signing this Agreement, you hereby consent to any such deductions from sums due by you to the firm.

Data Protection

The Company will require and store personal information from you in order that we may effectively administer your contract. We require, for example, your P.P.S. number to process your tax deductions, bank details for payment purposes, your date of birth for revenue purposes, and your home and next of kin contact details in case of emergency. We can only keep this information up to date with your co-operation, therefore you **must notify** the HR Department of any changes in the information you have provided (address, bank details etc.). Information will not be disclosed to any external third party without your consent, except where necessary to comply with statutory requirements or where an organisation is acting on our behalf, for example a payroll administration supplier.

Data Protection Permission: By signing this contact, I am giving my express consent that my personal information may be shared with a third party for the purposes of establishing an ethical and employment law compliance audit.

Privacy Statement

The Company and its associated businesses are governed by the Data Protection Act 1988 ,2003, 2018 and are registered with the Data Protection Commissioners Office. The Company's objective in providing this privacy statement is to ensure full compliance with the ACT and best practice at all times any subsequent acts that may override and supersede the aforementioned Act.

To secure the confidentiality attaching to the Proprietary information stored by the Company and associated Companies, the company shall:

- Keep separate all Proprietary Information and all information generated by the Company and arising from any and all discussions, documents and other records of the Company its staff and its clients.
- Keep all documents and any other material bearing or incorporating any of the Proprietary Information at our usual place of business in a secure location.
- Not verbally disclose, use, reproduce, transform or store any Proprietary information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside the Company's usual place of business without obtaining the other party's written consent.
- Should you have any reason for complaint or enquiry then please contact the company's Data

Protection Officer/HR Manager.

Right to search

By signing this contract I give my permission to allow, my person, any bags I may be carrying on my person, the clients company locker or any secured furniture or building, my car or any transport I may be a passenger in while on the client company premises, to be searched on request, I further accept that failure to co-operate in such a request may considered gross misconduct and may result in disciplinary action up to and including dismissal.

Termination of Employment

In the event of termination of your employment (except in circumstances where dismissal without notice is provided for in legislation the Company undertake to give you notice as per the Minimum Notice and Terms of Employment Acts 1973-1994.

- The Company is reliant on our Client Business to confirm when this contract will be finished. Where possible notice will be provided, however, the contract can be terminated with immediate effect. Where possible the Company will attempt to source new employment on your behalf.
- The Company without notice and without liability instruct the Temporary Worker to end an assignment at any time.
- If you choose to terminate your employment with Dangan Group, you will be required to give at least **4 weeks'** notice in writing. However, both parties may waive their right to notice and/or accept payment instead of notice, if agreed between them.

Personal Information

You confirm that all personal information supplied to the Company, including, but not limited to, details of identity, career information, professional and academic qualifications, criminal record and eligibility to work in Ireland is correct and undertake to inform the Company without delay of any relevant changes to such information or any additional information that may affect any assignment (and/or your suitability to continue it) as appropriate.

Equipment

You are obliged to wear the appropriate Health & Safety personal protection, as designated by the Client Business. Failure to adhere to this request may result in disciplinary action up to and including dismissal.

Confidentiality Clause

All Temporary Workers under a PBA or managed service contract must adhere to this strict policy on client confidentiality. You acknowledge and agree that during the term of your placement/employment, you may have had access to information which is confidential and /

or proprietary to the Client Business, including but not limited to information of a business, financial, or technical nature and all other information relating to the business and affairs of the Client Business. You hereby agree that all such information shall remain at all times the exclusive property of the Client Business. Your further agree that you will at all times maintain such information in your possession in confidence and shall not disclose such information to anyone else nor shall you use it for your own benefit of for the benefit of others. In order to preserve the Client Business intellectual property, it is a condition of employment that any Temporary Worker may be searched by a recognised officer employed or retained by the Client Business. Such officers have the authority to search Temporary Workers placement belongings, including his/her bag/motor vehicle, when he/she is entering/leaving the Client Business Premises. Random searches may take place at the employee staff entrance/at the security barrier. Any Temporary Worker found in possession of unauthorised articles belonging to the Client Business or to another employee is liable to disciplinary action up to and including dismissal.

Disclosure of Information

Temporary Workers shall not disclose any information relating to the Company or the Client Business, its structure or performance to anyone except senior management within the Company or Client Business. Employees shall on no account discuss the Company or the Client Business or its affairs with the press, media or any unauthorised persons. Any requests for information received must be referred to your Section Manager. Any breach of this rile may lead to disciplinary action up to and including dismissal.

Temporary Agency Working Act 2012

Your employment with the Company entitles you to the protection of all relevant Irish Employment Legislation. In particular a Temporary Worker Contract with the Company is covered by the terms or Protection of Employees (Temporary Agency Work) Act 2012 (hereafter referred to as the 2012 Act). The objective of this act is to ensure that you are treated no less favourably than an employee employed directly by the Client Business (hirer), carrying out the same work. This specifically covers basic pay, working time, overtime, rest periods, rest breaks, night work, annual leave and public holidays. In addition, you are entitled to benefit from collective facilities and amenities within the hirer Company. You are also entitled to information on job vacancies in whatever client business you have been placed for the duration of your term with them. The terms of the 2012 Act do not apply if you have been taken on as a direct employee of the Company under a paid between assignments contract or you are employed directly under a managed service contract supervised directly by the Company. A copy of the 2012 Act is available at all branches of the Company for your information.