

# Standard Conditions for Recruitment Services

## Standard Conditions for Permanent Candidates

1. All and any business undertaken by Michael Page International Recruitment Ltd and or its UK trading subsidiaries, including Page Personnel, ("MP") is transacted subject to the terms and conditions hereinafter set out. MP is acting in the capacity of an employment agency.
2. Upon provision, by the work-seeker ("Candidate"), of a full and accurate Curriculum Vitae, MP shall, at its sole discretion, search for suitable employment positions on behalf of the Candidate. The type of employment sought for the Candidate will be as detailed on the Candidate Registration Schedule.
3. Before any work finding services are provided the Candidate shall provide MP with satisfactory evidence of the Candidate's identity which shall include, but not be limited to, a certified copy of the Candidate's passport or birth certificate.  
  
If, in respect of any prospective employment, the Candidate is required by law, any professional body or by the hirer ("Client") to hold or have any experience, training qualifications and/or authorisations, the Candidate shall provide MP with:
  - (a) up to date copies of such qualifications and/or authorisations; and
  - (b) the names of two referees (who are not relatives of the Candidate) who the Candidate agrees that MP may approach at any time for the purpose of obtaining references about the Candidate.
4. The Candidate consents to the disclosure of all relevant information (which is reasonably required to progress any application) including but not limited to copies of qualifications, authorisations and/or references by MP to the Client.
5. The Candidate shall immediately inform MP should there be any reason or circumstances of which he/she is aware under which it would be detrimental to the interests of MP, the Client or the Candidate for the Candidate to take up a particular position with the Client.
6. MP shall be under no obligation to find employment for the Candidate.
7. The Candidate should not engage in any conduct which is detrimental to the interests of MP, would negatively affect MP's relationship with the Client or is likely to bring MP into disrepute.
8. The Candidate having any complaint in connection with the work finding services shall have the right to present a complaint in writing to a Director or Senior Manager of MP.
9. An offer of employment is not made until written details are received from the Client. MP does not accept any responsibility and shall not be liable for any loss suffered by the Candidate by reason of the Candidate's decision to resign from his/her current employment or engagement before or after receipt of the client's written offer. Furthermore, MP does not accept any responsibility and shall not be liable for any loss suffered by the Candidate by reason of the Client withdrawing the offer of employment at any time for any reason.
10. An offer of employment made by the Client may be subject to the Client obtaining satisfactory references or background checks on the Candidate.

## Standard Conditions for Temporary Workers

**Temporary Workers are engaged under a contract for services, the terms of which are set out below and which apply to each and every assignment.**

1. All and any business undertaken by Michael Page International Recruitment Ltd and or its UK trading subsidiaries, including Page Personnel, ("MP") is transacted subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between MP and the work-seeker ("Temporary Worker"). MP is operating in the capacity of an employment business.
2. MP will endeavour to obtain suitable assignments for the Temporary Worker with hirers ("Client[s]") requiring such a Temporary Worker. The types of work and expected rates of pay to be sought on behalf of the Temporary Worker are outlined in the Candidate Registration Schedule. Final terms and conditions will be issued at the commencement of an assignment, detailing the actual rate of pay and the type of work to be undertaken.
3. MP reserves the right to offer any assignment as it may elect to such Temporary Worker where that assignment is suitable for several Temporary Workers. The Temporary Worker is under no obligation to accept such an offer but, if accepted, he/she owes the normal common law duties of a worker as far as they are reasonably applicable.
4. It is a condition of this Agreement that the Temporary Worker shall, before the commencement of any assignment, have provided MP with satisfactory evidence of the Temporary Worker's identity (which shall include, but not be limited to, a certified copy of the Temporary Worker's passport or birth certificate and National Insurance documentation) as well as confirmation of the Temporary Worker's right to work in the UK or other location as specified by the Client. For the avoidance of doubt, MP shall be entitled to terminate, cancel or withdraw any assignment, without any liability to the Temporary Worker in the event that the Temporary Worker's right to work is cancelled or expires for any reason or in the event that the Temporary Worker is not able to satisfy MP's requirements under this clause 4.
5. If, in respect of any assignment, the Temporary Worker is required by law, any professional body or by the Client to hold any qualifications and/or authorisations, the Temporary Worker shall provide MP with: (a) up to date copies of such qualifications or authorisations; and (b) the names of two referees (who are not relatives of the Temporary Worker) who the Temporary Worker agrees that MP may approach for the purpose of obtaining references about the Temporary Worker. The Temporary Worker also consents to the disclosure of such qualifications, authorisations and/or references by MP to the Client.
6. MP shall pay to the Temporary Worker wages calculated at an hourly rate, to be determined prior to the commencement of the assignment, subject to deductions for the purpose of National Insurance, PAYE, or any other purpose for which MP is required by law to make deductions. The standard payment interval will be weekly with any alternative interval being notified prior to the individual assignment. The Temporary Worker shall be required to provide time sheets signed by the Client agreeing the hours worked by the Temporary Worker on a weekly basis.

In addition, the Temporary Worker shall promptly comply with any other rule or request (either from the Client or MP) to provide information and/or documentation in respect of the hours worked by the Temporary Worker. Failure by the Temporary Worker to provide any evidence of hours worked may delay payment for such hours. MP will not withhold payment of the Temporary Worker's wages through reason of non-receipt of payments from the Client.

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## Standard Conditions for Temporary Workers (continued)

7. (a) The holiday year runs from 1 January to 31 December each year. The Temporary Worker will have a maximum annual entitlement to 4.8 weeks paid holiday for work carried out between 1 October 2007 and 31 March 2009 and 5.6 weeks paid holiday for work carried out from 1 April 2009 onwards. If the statutory paid holiday entitlement is subsequently decreased or increased then entitlement to leave under this clause will be decreased or increased accordingly for any period in which work is carried out;
  - (b) Entitlement to payment for holiday accrues in proportion to the amount of time worked continuously by the Temporary Worker on assignment during the leave year. Payment is calculated on the basis of rates paid during the Client's normal working hours. The Temporary Worker is paid for holiday entitlement on an hourly basis in advance and MP will set off such payments made in advance against entitlement to paid holiday either during the course of an assignment or on termination of an assignment. Any bank or statutory holidays taken as paid holiday will be included within this entitlement;
  - (c) Any holiday not taken by the end of the holiday year in which the entitlement arises is forfeited. It may not be carried forward and MP will not make any payment in lieu;
  - (d) Where a Temporary Worker wishes to take holiday during the course of an assignment he/she should notify MP of the intended holiday dates giving notice of at least twice the length of the period of leave he/she wishes to take. In certain circumstances MP may give written counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take giving the Temporary Worker at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
8. The Temporary Worker shall at all times when services are due to a Client comply with the following conditions:
    - (a) Not to engage in any conduct detrimental to the interests of the Client;
    - (b) To be present during the times or for the total number of hours during each day and/or week as may be agreed with the Client. In this respect the Temporary Worker agrees that he/she may from time to time agree to work for more than an average of 48 hours per week in any period of 17 consecutive weeks. The Temporary Worker may withdraw from this option on giving three months written notice to the Client. For administration purposes, the Temporary Worker should also notify MP of the withdrawal of consent at the same time as he/she notifies the Client;
    - (c) To take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions at work;
    - (d) To comply with any rules or obligations relating to discipline and/or health and safety in force from time to time at the premises where services are performed to the extent that they are reasonably applicable;
    - (e) To comply with all reasonable instructions and requests regarding the scope of the agreed services made by the Client;
    - (f) Not to at any time during or after any assignment divulge or make known to any person or any competitor of the Client, nor use for his/her own or any other person's benefit any confidential information (which shall remain the property of the Client) in relation to the trade secrets, operations and business affairs of the Client. Further to immediately surrender all documents, samples, tools and equipment provided by the Client on the cessation of the assignment.
  9. All intellectual property conceived or made by the Temporary Worker (either alone or with others) in the course of any assignment shall belong to the Client and the Temporary Worker agrees to assign all its interest in any such intellectual property to the Client or its nominee. If requested to do so, the Temporary Worker shall execute any documentation which the Client shall deem necessary to give effect to this provision.
  10. The Temporary Worker shall immediately inform MP should he/she become aware of any reason or circumstances under which it would be detrimental to the interests of MP, the Client or the Temporary Worker for the assignment to continue.
  11. **MP shall be under no obligation to provide work for the Temporary Worker and this Agreement creates no obligation on MP to provide the Temporary Worker with a specified number of hours work in any day or any week.**
  12. **Either MP or the Client may terminate an assignment without notice or liability at any time and for any reason and instruct the Temporary Worker to leave the assignment accordingly. Equally the Temporary Worker may terminate an assignment at any time without prior notice or liability.**
  13. The Temporary Worker should not engage in any conduct, which is detrimental to the interests of MP, would negatively affect MP's relationship with the Client or is likely to bring MP into disrepute.
  14. The Temporary Worker having any complaint in connection with the temporary work, or the conduct or relations with MP or the Client or any employee of MP or the Client shall have the right to present a complaint in writing to a Director or Senior Manager of MP.
  15. **The Temporary Worker and MP acknowledge and agree that this Agreement constitutes a contract for services and shall not create an employer/employee relationship between MP and the Temporary Worker.**
  16. **MP does not accept any responsibility and shall not be liable for any loss or damage suffered by the Temporary Worker as a result of this assignment being terminated by either MP or the Client.**
  17. **Unless agreed otherwise in writing the Temporary Worker shall be paid on a PAYE basis. For the avoidance of doubt, the Temporary Worker shall not be treated as an employee of a limited company until all the required documentation has been provided by the Temporary Worker and/or the limited company to the satisfaction of MP.**