

# Standard Conditions for Recruitment Services

## Standard Terms & Conditions for Temporary Workers

Temporary Workers are engaged by Michael Page International Recruitment Limited (including Michael Page International Recruitment Limited trading as Page Personnel) (MP), under a contract for services, the terms of which are set out below and which apply to each and every assignment.

**Assignment** means work performed by the Temporary Worker for the client for a period of time during which the Temporary Worker is supplied by MP to work temporarily for and under the supervision and direction of the Client;

**AWR** means the Agency Workers Regulations 2010;

**Calendar Week** means any period of seven days starting on a Sunday and ending on the following Saturday which counts towards the Qualifying Period;

**Client** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Temporary Worker is supplied or introduced;

**Pay** means any sums payable to a worker in connection with the worker's Assignment including, basic gross salary, any fee, bonus attributable to individual performance, commission, paid holiday entitlement including statutory paid holiday and any additional contractual paid holiday entitlement, vouchers with a cash value, overtime, dangerous or difficult work or other shift premium and any other emolument referable to the Assignment but excluding any payments within Regulation 6 (3) of the AWR;

**Qualifying Period** means 12 continuous (as defined by Regulation 7 of the AWR) Calendar Weeks during the whole or part of which the Temporary Worker is supplied to work for and under the direction and control of the Client in the same role by MP or other temporary work agency (as defined by Regulation 4 of the AWR);

**Temporary Worker** means the worker supplied by MP to provide services to the Client under the direct control, supervision and direction of the Client;

1. All and any business undertaken by Michael Page International Recruitment Ltd and or its UK trading subsidiaries, ("MP") is transacted subject to these terms and conditions. MP is operating in the capacity of an employment business.
2. MP will endeavour to obtain suitable Assignments for the Temporary Worker with Clients 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, provided to the Candidate on first registering with MP. 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 to such Temporary Worker as it may elect 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:
  - (i) details of any work since 1 October 2011 the Temporary Worker has performed for the Client in the same or a similar role to the Assignment via any third party which may count towards the Qualifying Period to enable MP to comply with its obligations under the AWR;
  - (ii) 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);
  - (iii) 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. (a) MP shall pay to the Temporary Worker wages calculated at an hourly/daily/weekly/monthly 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 or as otherwise agreed prior to the Assignment commencing. The Temporary Worker shall be required to provide time sheets duly authorised by the Client, as directed by MP, agreeing the hours worked by the Temporary Worker on a weekly basis.
  - (b) 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.
  - (c) The Temporary Worker becomes entitled under the AWR to Pay after the end of the Qualifying Period. Pay is calculated by MP in consultation with the Client prior to the start of each Assignment. For the avoidance of doubt Pay as defined in these terms will be the remuneration the Temporary Worker would have received had the Temporary Worker been directly engaged by the Client at the start of the Qualifying Period.
  - (d) The Temporary Worker is not obliged to work any particular number of hours per day or week. However if the Client requests the Temporary Worker to perform any work outside the normal working hours of the Client's business it will be entirely at the Temporary Worker's discretion whether s/he performs such work. If the Temporary Worker agrees to perform work outside the Client's normal working hours the Temporary Worker will be paid for those hours at the rate s/he would have received had the Temporary Worker been directly engaged by the Client at the start of the Qualifying Period.
7. (a) The holiday year runs from 1 January to 31 December each year. The Temporary Worker will have a statutory annual entitlement to 5.6 weeks paid holiday per year. 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. The Temporary Worker's holiday pay for the 4 week statutory minimum holiday entitlement under the Working Time Directive will be calculated on their basic pay rate together with any additional payment intrinsically linked to tasks the Temporary Worker is required to carry out on Assignment.

# Standard Conditions for Recruitment Services

- (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. Payment for statutory paid holiday entitlement is made on top of and in addition to the Temporary Worker's hourly/daily/weekly/monthly pay rate. Any bank or statutory holidays taken as paid holiday will be included within this entitlement.
- (c) In addition to the statutory minimum paid holiday entitlement under the Working Time Regulations 1998, the Temporary Worker is entitled under AWR to any additional contractual paid holiday applicable to the role at the end of the Qualifying Period. Any additional contractual entitlement will be accounted for in the Temporary Worker's Pay in accordance with the provisions of clause 6(c).
- (d) 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.
- (e) 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. The Temporary Worker agrees that in accordance with Regulation 5 of the Working Time Regulations 1998, the provisions contained in Regulation 4, stating that working time shall not exceed an average of 48 hours for each seven day period (running Sunday to Saturday) should not apply. The Temporary Worker may withdraw from this option on giving 14 days written notice. If the Temporary Worker provides services through a limited company, these terms constitute consent for the purpose of Regulation 5 unless consent is withdrawn on notice and in writing to both the limited company and to MP;
- (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 his/her 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.
18. MP may deduct from the Temporary Worker's Pay any sums owed by the Temporary Worker to MP including, but not limited to, any outstanding advances, overpayments and excess holiday pay. The Temporary Worker further agrees to immediately repay any sums overpaid to him/her as demanded by MP in writing.

# Standard Conditions for Recruitment Services

## Standard Conditions and Guidance for Permanent Candidates

1. All and any business undertaken by Michael Page International Recruitment Ltd and or its UK trading subsidiaries, ("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 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.

# Candidate Registration Schedule

Candidate Registration No.:	
-----------------------------	--

## Personal Details

Last Name:		First Name:	
Title e.g. Dr, Mr, Mrs, Miss, Ms, Mx:		Known as (if applicable):	Previously known as:
Ltd company name:			
Passport:	European	European (limited working rights)	Non-European
Visa/Work Permit Status:		Visa expiry date (if applicable):	
Address:			
		Postcode:	
Is this address:	Temporary	Permanent	National Insurance (NI) Number:
Contact phone number (home/mobile/work):			
Email address (private/work):			

## Emergency Contact Details

(Please give the name and telephone number of persons to contact on your behalf in the event of an emergency)

--

## Type of Work and Pay Rate Details

(To be completed in the presence of the Consultant)

Current Salary:			
Date available for work/notice period:		Minimum rate/remuneration:	
Roles/type of work sought:			
Please list any organisation you do not wish us to contact on your behalf:			
Do you speak any languages? If so, to what ability? (fluent, conversationally, basic)			
Are you willing to relocate?	YES	NO	
Locations considered:			

## Referees

(Please give the names, addresses and telephone numbers of two referees, which should be last two employers).

Contact name:		Contact name:	
Position:		Position:	
Company name:		Company name:	
Address:		Address:	
	Postcode:		Postcode:
Dates at company:		Dates at company:	
Position held:		Position held:	
Tel. no.		Tel. no.	
Email:		Email:	

## Qualifications

Education/Professional Qualification	Years of Study	Part-/Full-time	University/Institute of Study/Membership No. (if applicable)

# Candidate Registration Schedule

## Financial Information

In the last 6 years have you been declared bankrupt or had civil proceedings taken against you by creditors? (If yes, please give full details, including County Court Judgements, Individual Voluntary Arrangements (IVA))	YES	NO

## Criminal Convictions

The Rehabilitation of Offenders Act 1974 ("the Act") states that you are not obliged to describe/disclose details of convictions which are considered to be spent under the terms of the Act. Have you been convicted of any criminal offence(s) which is not yet 'spent' under "the Act" or are you facing any criminal prosecution? (Please do not include Fixed Penalty driving offences)?	YES	NO
<b>If yes, please specify:</b>		
The nature of the offence:		
The sentence or Court Order:		
The date of the conviction:		
The details of the prosecution:		
It is the responsibility of the applicant to inform Michael Page International when a previously declared conviction becomes spent.		

## Declaration

**Please check this form carefully and then sign the following**

I declare that the information provided by me to Michael Page including in this registration form, my CV and any copy authorisations and copy qualifications are true and complete to the best of my knowledge and belief. I undertake to notify Michael Page of any material changes to the information I have provided. I understand and agree that confirmation of the information I provide and my replies to questions on this form will be sought from third party sources and I hereby give permission for such verifications to be sought and for all information provided by me to be processed by any Michael Page group company in accordance with the Michael Page Privacy Policy. I understand and agree that the information I provide will be used to assess my suitability for roles and to notify me of roles within my area of expertise. I agree that unless I have expressly instructed otherwise Michael Page may transfer information contained in this form and any other documents provided by me to any Michael Page group company, clients and prospective employers including those not based in my national territory, to assess my suitability for roles. Finally I understand and agree that my personal data may be transferred to third parties such as professional advisors, service providers and IT consultants to carry out testing and development work on the Michael Page business technology systems. Michael Page will take all reasonable steps to ensure that all such third parties meet the required standards of privacy, confidentiality and data security and act in accordance with all applicable data protection laws. I also understand and agree that Michael Page is required by law to keep my details in its data base even after Michael Page last provided work finding services to me. I have read and agree to the Michael Page International Standard Conditions for Recruitment Services and the Michael Page Privacy Policy. Details of the Michael Page group of companies who can access your details can be obtained from <a href="mailto:legaldepartment@michaelpage.com">legaldepartment@michaelpage.com</a>		
<b>Signed:</b>	<b>Print Name:</b>	<b>Date (dd/mm/yyyy):</b>

## Other Information

What other interviews do you have outstanding?	
How did you hear about us?	
Have you registered with any other consultancies, if so please state:	

**Please note that all job briefs, job alerts and general communication may be sent to you by email, post, telephone and/or sms message.**

If you do not consent to receiving messages from Michael Page including but not limited to messages by email, post, telephone, SMS messages, please tick this box:

However, please note that by ticking this box you may be excluded from receiving job alerts, job briefs and general recruitment communications.

**Privacy Statement:** Your personal data will be processed in accordance with the Data Protection Act 1998 and our Privacy Policy. Full details of our Privacy Policy can be accessed via our website at [www.michaelpage.co.uk](http://www.michaelpage.co.uk). Alternatively, you can obtain a copy of the policy from your local office.

**Fraud:** If you provide us with false information in your search for work and thereby obtain employment and payment you may be liable to prosecution under the Fraud Act 2006.

**Complaints:** If you have a complaint about the service you have received from Michael Page please raise it through the Michael Page Complaints Procedure, which can be accessed via our website at [www.michaelpage.co.uk](http://www.michaelpage.co.uk).

<b>For Office Use Only - Additional Information</b>
To be completed by Recruitment Consultant during Candidate Registration
Candidate registration no.:
Registered in (insert division code):

Michael Page, Page Personnel and Page Executive are all part of the PageGroup.

Michael Page, Page Personnel, Page Executive and the PageGroup are all trading names of Michael Page International Recruitment Limited. Registered in England No. 04130921