

Standard Conditions for Recruitment Services

Standard Conditions for Permanent Candidates

1. All and any business undertaken by Michael Page International (Ireland) Ltd ("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. MP is not liable to the Candidate for any of the following, even if they were foreseen, foreseeable or known or MP was advised of the possibility of them in advance: any indirect, special, punitive or consequential losses and/or damages.
9. MP does not accept any responsibility and is not liable for any loss and/or damage whatever suffered and/or incurred by the Candidate by reason of the Candidate's decision to resign from or not to renew his/her current employment or engagement before or after receipt of the Client's written offer or any other communication with the Client or MP.
10. MP's total liability under or in relation to all losses and liabilities in aggregate under or in connection with this agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) is limited to and will not exceed €20,000
11. MP shall not be held liable for any failure or delay in performing its obligations under this agreement where such failure or delay is caused by events beyond its reasonable control.
12. No conditions, warranties or other terms (whether expressed or implied by statute, common law or otherwise and including, without limitation, to the extent that it is fair and reasonable, any implied terms under section 39 of the Sale of Goods and Supply of Services Act 1980) apply to any business, work and/or services provided under this agreement except to the extent that they are expressly set out in this agreement.
13. 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.
14. 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.
15. If, following an introduction from MP, the Candidate receives an offer of employment or engagement to work for or with a Client introduced by MP, the Candidate shall inform MP immediately and provide MP with full details of the offer including a copy of the offer letter/contract of employment if requested.
16. 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 (Ireland) Ltd ("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 PPS number) as well as confirmation of the Temporary Worker's right to work in the Republic of Ireland 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.

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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 PRSI, 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.
7. (a) The holiday year runs from 1 January to 31 December each year. The Temporary Worker will have a minimum annual entitlement to 4 weeks paid holiday per holiday year. The Temporary Worker is entitled to an additional 9 days paid holiday in respect of the statutory bank holidays or to a payment in lieu where work is performed on a bank holiday. 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) With the exception of the 9 statutory bank holidays, 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 for all paid holiday entitlement is calculated on the basis of rates paid during the Client's normal working hours;
(c) Holiday entitlement should be taken in the holiday year in which the entitlement arises;
(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.**

Personal Details

First Name (as officially registered):			Last Name (as officially registered):		
Title e.g. Dr, Mr, Mrs, Miss, Ms, Mx:		Known as (if applicable):	Previously known as:		
Ltd company name (if applicable):				PPS Number:	
Passport:	EU	EU (Limited working rights)	Non-EU		
Visa/Work Permit Status (if applicable):				Visa expiry date (if applicable):	
Address:					Eircode:
Contact number:			Contact email:		

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

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Type of roles/work sought:			
Current Salary:		Minimum rate/remuneration:	
Dates available for work/notice period:			
Please list any organisations you do not wish us to contact on your behalf:			
Do you have any interviews outstanding:			

Financial History

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

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
If yes, please specify:
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

I declare that the information provided by me to Michael Page including in this registration form, my CV and any copy authorisations and 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 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.	
YES	NO
Print name:	Date: