



recruitment

## Candidate Terms & Conditions

1. All and any business undertaken by HRC Recruitment, ("HRC") is undertaken subject to the terms and conditions hereinafter set out. HRC is acting in the capacity of an employment agency.
2. The work-seeker ("Candidate") is required to provide a full and accurate Curriculum Vitae, HRC 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 Form and details provided to the consultant at interview, and/or subsequent conversations.
3. Before any work finding services are provided, the Candidate shall provide HRC 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 with proof of National Insurance. 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 HRC 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 HRC may approach at any time for the purpose of obtaining references about the Candidate, on behalf of the client.
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 HRC to the Client.
5. The Candidate shall immediately inform HRC should there be any reason or circumstance under which it would be detrimental to the interests of HRC, the Client or the Candidate, for the Candidate to take up a particular position with the Client.
6. HRC 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 HRC, would negatively affect HRC's relationship with the Client, or is likely to bring HRC 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 the Managing Director of HRC.
9. If, following an introduction from HRC, the Candidate receives an offer of employment or engagement to work for or with a Client introduced by HRC, the Candidate shall inform HRC immediately and provide HRC with full details of the offer.
10. An offer of employment is not made until written details are received from the Client. HRC 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.

## Additional Terms & Conditions for Temporary Candidates

- In these Terms of Engagement, the following definitions apply:
  1. “Assignment” means the period during which the Temporary is supplied to render services to the Client,
  2. “Client” means the person, firm or corporate body, or any subsidiary or associated company of the Client (as defined by the Companies Act 1985), requiring the services of the Temporary,
  3. “Employment Business” means HRC.
  4. “HRC” means HRC Recruitment (Scotland) Ltd.
  5. “Temporary” means the temporary worker named in the Registration section
  6. “Working Week” means an average of 48 hours each week calculated over a 17-week reference period.
- The headings contained in these Terms are for convenience only and do not affect their interpretation.
- Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- If any provision or part of these Terms is held to be illegal or unenforceable, the validity or enforceability of the remainder of the provision and the Terms shall not be affected.

### **The Contract**

- These Terms constitute a contract for services between HRC and the Temporary and they govern all Assignments undertaken by the Temporary. However, no contract shall exist between HRC and the Temporary between Assignments.
- For the avoidance of doubt, these Terms shall not give rise to a contract of employment between HRC and the Temporary. The Temporary is engaged as a self-employed worker although HRC is required to make statutory deduction from his remuneration in accordance with clause 4(a).
- No variation or alteration of these Terms shall be valid unless the details of such variations are agreed between HRC and the Temporary and set out in writing and a copy of the varied terms is given to the Temporary stating the date on or after which such varied terms shall apply.

### **Assignments**

- HRC will endeavour to obtain suitable Assignments for the Temporary. The Temporary shall not be obliged to accept an Assignment offered by HRC.
- HRC will endeavour to obtain suitable Assignments for the Temporary to work as deemed appropriate.
- The Temporary acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined



solely by HRC and that HRC shall incur no liability to the Temporary should it fail to offer opportunities to work on any Assignment and that no contract shall exist between the Temporary and HRC during periods when the Temporary is not working on an Assignment.

- HRC reserves the right to offer any Assignment to such Temporaries as it may elect where that Assignment is suitable for one of several workers.
- For the purpose of Health & Safety, the Temporary is obliged to notify HRC of any other work he is carrying out in addition to services he provides on assignments allocated by HRC.
- The Temporary is NOT obliged to accept Assignment offered by HRC but if he does so, during every Assignment and afterwards where appropriate he will:
  1. use reasonable skills, care and attention whilst providing his services to the Client;
  2. co-operate with the Client's staff and accept the direction or supervision of any responsible person in the Client's organisation;
  3. observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Temporary might reasonably be expected to ascertain;
  4. unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
  5. take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client;
  6. not engage in any conduct detrimental to the interests of the Client;
  7. at no time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or HRC's employees, business affairs, transactions or finances.
- If the Temporary is unable for any reason to attend at the Client's premises during an Assignment he should inform the Client and HRC on the first day of absence before the commencement of his shift.
- There is no obligation by HRC to provide, or the Temporary to serve, any normal hours in the day or week.

### **Remuneration**

- HRC shall pay to the Temporary, remuneration calculated at a minimum hourly rate which HRC reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour), subject to deductions in respect of PAYE, pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which HRC may be required by law to make.
- Payment may be delayed if HRC has not received details of your National Insurance Number, Bank Details or information required for PAYE.

- Subject to any statutory entitlement under the relevant legislation, the Temporary is NOT entitled to receive payment from HRC or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- No payment due from HRC to the Temporary will be withheld on the grounds that HRC has not been paid by the Client. This will apply to all hours worked by the Temporary.

### **Statutory Leave and Absences**

- For the purposes of calculating entitlement to leave under this clause the leave year commences on the 1st April. Any alteration to the start date and end date of any holiday year will be with the Temporary's written agreement and a copy of the revised terms will be provided to the Temporary.
- The Temporary is entitled to 28 days paid leave per year in terms of the Working Time (amendment) Regulations 2007. All entitlement to leave must be taken during the course of the leave year and none may be carried forward to the next year. The Temporary will be advised of their statutory entitlement from time to time.
- "Entitlement to paid leave accrues as a percentage of each standard hour worked by the Temporary on Assignment during the leave year. This excludes hours paid at an overtime rate of pay. The percentage applied will be in accordance with the Working Time Directive. Payment for annual leave will be calculated on the basis of rates paid during a client's normal working hours, i.e. those which do not attract overtime rates of pay."
- Holiday leave may only be taken at times convenient to the Client. Where the Temporary wishes to take any leave to which he is entitled, he should first request permission from the Client and then notify HRC in writing by completing the appropriate holiday request form with the date of his requested absence, giving notice of at least twice the length of the period of leave that he wishes to take. Unless HRC informs the Temporary in writing that it is not possible for him to take leave on the specified dates, the Temporary shall be entitled to take up his notified leave entitlement. In certain circumstances HRC may give counter-notice to the Temporary to postpone or reduce the amount of leave that the Temporary wishes to take and in such circumstances HRC will inform the Temporary in writing giving at least the same length of notice as the period of leave that has been requested.
- The Temporary will only be paid for the holidays which have accrued to him at the date he takes the holiday leave.
- The Temporary will not be entitled to take more than 10 working days annual leave at one time.
- If the Temporary wishes to be paid for a bank holiday or other public holiday which falls during an assignment he should request it as annual leave in accordance with the annual leave procedure and his entitlement at the time of request. If the Temporary has no annual leave entitlement available at that time, then he will not be paid for the bank holiday.
- On termination of a Temporary's Assignment or series of Assignments the Temporary will be entitled to be paid in respect of leave entitlement accrued but not taken as at the date of termination of the Assignment.

- None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary's status as a self-employed worker.
- The Temporary will be able to carry forward a maximum of four days from one holiday year to the next.

### **Timesheets**

- It is the responsibility of the Temporary worker to ensure that at the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the Temporary shall deliver to HRC his timesheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- Payment cannot be made without a properly completed timesheet arriving at the offices of HRC no later than 12 noon on Tuesday of the week in which payment is due. Failure to submit a fully completed timesheet by this deadline may delay payment for those hours.
- For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

### **Termination**

- The Client or HRC may, without prior notice or liability, instruct the Temporary to end an Assignment at any time.
- The Temporary may terminate an Assignment at any time immediately by informing HRC.

### **Warranties**

The Temporary warrants that all representations made to the Client regarding his qualifications and/or experience are true and accurate in all respects and that he has (where applicable) maintained all relevant qualifications and/or certificates required by any applicable professional bodies and has paid all necessary subscriptions, fees and levies in connection therewith.

### **Law**

These Terms are governed by the law of Scotland and are subject to the exclusive jurisdiction of the Courts of Scotland.

### **Data Protection**

By agreeing to these terms, you consent to HRC holding and processing both electronically and in hard copy form any personal and sensitive data relating to you for the purposes of administration, processing your file and management of its business, for compliance with applicable procedures, laws and regulations and for providing data to the Client, if necessary.