

## **Macfarlane Group: External Talent Referral Scheme Terms & Conditions**

These referral terms and conditions (“Referral Terms”) (together with our privacy policy, and general terms and conditions (collectively the “Terms”) apply between us and you in relation to any Referrals made by you to us (the “Referral Scheme”). Please read the Terms carefully and make sure that you understand them, before accepting the Terms and participating in our Referral Scheme. If you are contracting with us in relation to the Referral Scheme as a consumer (as defined under the Consumer Rights Act 2015 s.2(3) (the “CRA”), which means you are an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession) regardless of any express terms to the contrary within the Terms we shall at all times act fairly to you in accordance with the CRA and nothing in the Terms shall exclude, limit or qualify any rights granted to you pursuant to Applicable Laws as the consequence of acting as a consumer.

### **Information About Us**

We are Macfarlane Group UK Ltd , registered address Siskin Parkway East, Middlemarch Business Park, Coventry, Warwickshire, CV3 4PE. Company Number 1630389. References in these Terms to "we", "us" and "our" are to Macfarlane Group UK Ltd.

If you are not one of our employees these Terms are the only terms governing the Referral Scheme and any Referrals made by you to us. If you are one of our employees and you wish to sign up to the Referral Scheme further terms in addition to the Terms may apply and any Referral Fee payable to you may be subject to deductions in accordance with Applicable Laws. If you are an employee please obtain further terms from the HR department in order to make a referral.

By choosing to participate within our referral scheme, you are indicating your acceptance of our terms & conditions as outlined herein. Should you refuse to accept the Terms, you ought not participate in our referral scheme.

To contact us with any queries relating to these terms or the referral scheme, please send an email to: [careers@macfarlanepackaging.com](mailto:careers@macfarlanepackaging.com)

## 1. Definitions

1.1. In these Referral Terms, the following words will have the following meanings:

1.1.1. "Applicable Laws" any law including any statute, statutory instrument, bye law, order, regulation, directive, treaty, decree in force from time to time which relates to the Terms or the Referral Scheme;

1.1.2. "Employ" (or "Employment" or "Employed") means the employment under a contract of service or contract for services and/or whether on a permanent, temporary basis, of a Prospective Employee into a Role by us;

1.1.3. "Employee" a Prospective Employee who has been Employed;

1.1.4. "Prospective Employee" means a person Referred by you to us;

1.1.5. "Refer" (or "Referral" or "Referred") means the provision by you of Prospective Employee CV and/or contact details and the subsequent application of such Prospective Employee for the Role;

1.1.6. "Referral Fee" means the relevant amount as notified to you on the Website in consideration for the Employment of a Prospective Employee in the Role and the successful completion by such Prospective Employee of their probationary period in the Role;

1.1.7. "Role" means the live (open) vacancy for a position with us as more particularly described on the Website; and

1.1.8. "Website" means our website for the advertisement of Roles at <https://www.macfarlanegroup.com/jobs/>

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5. A reference to writing or written includes e-mail but not fax.

1.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Referrals and prospective employees**

2.1. You consent to us using any information or data submitted by you when applying for the Referral Scheme in order to administer the Referral Scheme and/or to exercise rights and obligations related to the Referral Scheme.

2.2. You acknowledge that the Referral Scheme is used by us in addition to a number of other methods for obtaining our employees and that we reserve the right to continue to use other methods of obtaining employees (including through the use of recruitment agencies).

2.3. You will NOT be eligible to enter the Referral Scheme (or obtain a Referral Fee) in the event that:

2.3.1. (applying to internal referrals only) - the prospective employee if employed will be reporting directly to you as their line manager whereby you will be responsible for performance review and signing off their probationary period.

2.3.2. you have participated within the Referral Scheme on behalf of another person; or

2.3.3. you have participated within the Referral Scheme with the intention of referring yourself as a Prospective Employee.

2.4. A Referral will be valid for a period of six months from the date an application is made by a Prospective Employee. If a Prospective Employee obtains a Role and becomes an Employee after a period of six months from the date of application, you will not be entitled to receive a Referral Fee in relation to that specific Referral.

2.5. We will only accept Referrals which are made in accordance with the Terms and the instructions specified on our Website from time to time. You will not be entitled to a Referral Fee if you have not complied with the Terms (to be determined in our absolute discretion).

2.6 A Prospective Employee must accept a Role with us and have successfully passed the probationary period applicable for that Role in order for you to be entitled to a Referral Fee for that Prospective Employee. Whether or not a Prospective Employee has passed their probationary period will be in our absolute discretion.

2.7 We will only pay one Referral Fee for any one Employment made by us. Only the person who made the first referral of the prospective employee in relation to the specific job vacancy will, subject to the Terms, be entitled to a Referral Fee. Decisions regarding this point will be in our absolute discretion.

2.8. We may at any time in our absolute discretion cancel a Role advertised on the Website.

2.9. You will use reasonable endeavours to only Refer persons who are suitable for Roles within our business

2.10. You will not be entitled to make a referral or receive a referral fee for any person who:

2.10.1. has been employed, engaged, hired or otherwise worked for us, whether directly or indirectly and whether under a contract of service or contract for services or otherwise and/or whether on a permanent, temporary or other basis; or

2.10.2. has applied to us for any role directly or indirectly within the last twelve months.

2.11. You must ensure that you have all relevant permissions, authorities and consents to send us any personal details on behalf of the prospective employee (including CVs, contact details including name) and you will comply with all Applicable Laws when sharing vacancy details and otherwise complying with your obligations under the Terms.

2.12. You shall have no authority, and shall not hold yourself out, or permit any person to hold themselves out, as being authorised to bind us in any way in respect of offering Employment to any person or Prospective Employee or otherwise and you shall not do any act which might reasonably create the impression that you are so authorised. You shall not make or enter into any contracts or commitments or incur any liability for us.

2.13. You shall not make or give any representations, warranties or other promises concerning us, the Employment or the Role to any person including a Prospective Employee.

2.14. We shall not be responsible to you or any third party for any costs incurred by you in sourcing Prospective Employees or anything in any way related to the Referral Scheme.

2.15. We shall not be obliged to:

2.15.1. issue any particular number of Roles on the Website;

2.15.2. issue any particular number of Links to you;

2.15.3. follow up any Referral made by you;

2.15.4. follow up with any Prospective Employee Referred by you;

2.15.5. Employ an Prospective Employee Referred by you; or

2.15.6. provide you with any feedback in respect of the Referral and/or any Prospective Employee or Employee.

2.16. We shall be entitled to deem a Referral by you as invalid (and for the avoidance of doubt no Referral Fee shall be payable to you) if we believe (in our absolute discretion) you have:

2.16.1. not sought Prospective Employees in a targeted manner; and/or

2.16.2. not shared details of a specific live (open job role before making the referral

2.16.3. not obtained the implicit prior consent of the prospective employee to share their personal data with us in relation to the job role in question

2.16.4. not complied with the Terms in any way.

2.17. You confirm that, in referring any Prospective Employee, you are not aware of anything or matter which will or may cause any detriment to our interests or reputation.

2.18 You agree to comply with all Applicable Laws and will not do anything which may harm our reputation or goodwill including by issuing Links in manner which may reasonably be deemed as harassing or spam marketing by any person.

### **3. Referral fee and payment**

3.1. We will only be obliged to issue a Referral Fee to you if:

3.1.1. the Prospective Employee has not prior to the Referral been employed, engaged, hired or otherwise worked for us whether directly or indirectly and whether under a contract of service or contract for services or otherwise and/or whether on a permanent, temporary or other basis;

3.1.2. the Prospective Employee is Employed by us in the Role referred for and has successfully passed their probationary period;

3.1.3. you made a valid Referral of the Prospective Employee in accordance with these Referral Terms; and

3.1.4. the Prospective Employee is still Engaged by us in the Role on the date the Referral Fee becomes due and payable to you in accordance with these Referral Terms.

3.2. The amount of the Referral Fee shall be the amount shown on the Website for the relevant Role and only one Referral Fee is payable in respect of each Role advertised on the Website.

3.3. We will contact you within a reasonable period following the date the Prospective Employee successfully completes the probationary period for the Role and request address details which can be used for issue of a cheque to you for the full amount of the Referral Fee.

3.4. Within 30 days of receipt of address details in accordance with clause 3.3 a cheque made payable to the person stated on the application to the Referral Scheme. This will be issued to the address notified by you to us.

3.5. The Referral Fee stated on the Website is inclusive of VAT and any other applicable taxes expenses or sums incurred by you or otherwise.

3.6. The Referral Fee shall be payable in pounds sterling.

3.7. If any dispute arises between you and us as to whether or not a Referral Fee is payable if any, or the amount of Referral Fee payable, by us to you, we shall have the final decision as to such payment or amount and our decision shall be final and binding on both parties. We will not be obliged to respond to any correspondence with you in relation to whether or not a Referral Fee is due or the amount of the Referral Fee.

#### **4. No partnership or agency**

Nothing in the Terms and no action taken by us or you in connection with the Terms or the Referral Scheme will create a partnership or joint venture or relationship of employer and employee between us and you or, save as expressly provided otherwise in these Terms, provide us or you authority to act as the agent of or in the name of or on behalf of the other or to bind the other or to hold itself out as being entitled to do so.

#### **5. Entire agreement**

5.1. The Terms constitute the entire agreement between us and you and supersede any prior agreement or arrangement in respect of its subject matter and:

5.1.1 you have not entered into the Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by us or any other person and whether made by us or any other person) which is not expressly set out in these Terms;

5.1.2 the only remedies available to you for any misrepresentation or breach of any representation or statement which was made prior to entry into these Terms and which is expressly set out in these Terms will be for breach of contract; and

5.1.3 nothing in this clause 5 will be interpreted or construed as limiting or excluding our liability for fraud or fraudulent misrepresentation.

#### **6. Variation**

We may update the Terms from time to time (acting reasonably). The Terms applicable to the Referral Scheme at any one time shall be the Terms on the Website. We recommend that you review the Website from time to time to ensure you are aware of any changes made to the Terms.

#### **7. Assignment and other dealings**

You will only be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Terms with our prior written consent.

#### **8. Waiver**

A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the person giving

it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

## **9. Severance**

If any term of the Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Terms and this will not affect the remainder of the Terms which will continue in full force and effect.

## **10. Third party rights**

We and you do not intend that any term of these Terms will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

## **11. Governing law and jurisdiction**

11.1. The Terms and any non-contractual obligations arising out of or in connection with them will be governed by the law of England and Wales.

11.2. The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Terms (including in relation to any non-contractual obligations).