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 in the Referral Scheme, you are indicating your acceptance of the Terms. If you do not accept the Terms, you must not participate in the Referral Scheme.

To contact us with any queries relating to the Terms or the Referral Scheme, please send an email to: careers@macfarlanepackaging.com

1. Definitions

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

1.1.1. “Applicable Laws” means 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, whether on a permanent or temporary basis, of a Prospective Employee into a Role by us;

1.1.3. “Employee” means a Prospective Employee who has been Employed;

1.1.4. “Interview” means any engagement between us (or any person acting on our behalf) and a Prospective Employee in connection with the Role, whether in person, by telephone or by video, and includes any screening call, informal discussion, assessment or formal interview;

1.1.5. “Prospective Employee” means a person Referred by you to us;

1.1.6. “Refer” (or “Referral” or “Referred”) means the provision by you, in accordance with clause 2.5, of a Prospective Employee’s CV and/or contact details and the subsequent application of such Prospective Employee for the Role;

1.1.7. “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;

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

1.1.9. “Website” means our website for the advertisement of Roles at Vacancies - Macfarlane Packaging or any third party platforms (i.e. Job boards) or channels whereby our vacancies are advertised in the public domain.

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 email 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, would report directly to you as their line manager, such that you would be responsible for their performance review and for signing off their probationary period; or you are involved in any way whatsoever within the associated recruitment process of the Prospective Employee (the selection or interview process).

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. A Referral will only be valid if it meets all of the following requirements:

2.5.1. it is made by you personally, in writing, solely by email sent directly to our recruitment team at careers@macfarlanepackaging.com (the “Referral Email Address”);

2.5.2. it is received at the Referral Email Address before the Prospective Employee takes part in any Interview; and

2.5.3. it clearly states your full name and contact details, the full name of the Prospective Employee and the Role for which the Prospective Employee is being Referred.

2.6. On receipt of a Referral at the Referral Email Address, we will log the Referral and track it from that point for the purpose of administering the Referral Scheme. The date and time at which a Referral is received at the Referral Email Address shall be conclusive evidence of the date and time at which that Referral was made for all purposes under the Terms (including clause 2.10). The logging of a Referral does not constitute confirmation by us that the Referral is valid or that any Referral Fee will become payable.

2.7. For the avoidance of doubt, any claim for a Referral Fee in respect of a Prospective Employee who was not Referred in accordance with clause 2.5 shall be invalid and no

Referral Fee shall be payable. Without limitation, none of the following shall constitute a valid Referral:

2.7.1. any verbal recommendation or referral, however and to whomever it is made (including to any member of our recruitment team, any hiring manager or any other of our employees);

2.7.2. any statement or indication by a Prospective Employee (whether in their application, at any Interview or otherwise) that you, or any other person, made them aware of, recommended or signposted the Role or any other opportunity with us;

2.7.3. any referral submitted by any person other than you (including any referral submitted by the Prospective Employee on your behalf), or sent to any address other than the Referral Email Address; or

2.7.4. any referral received at the Referral Email Address after the Prospective Employee has taken part in any Interview.

2.8. We will only accept Referrals which are made in accordance with the Terms and the instructions outlined within this document. You will not be entitled to a Referral Fee if you have not complied with these Terms (to be determined in our absolute discretion).

2.9. 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.

2.10. We will only pay one Referral Fee for any one Employment made by us. Only the person who made the first valid 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.

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

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

2.13. You will not be entitled to make a Referral or receive a Referral Fee for any person who:

2.13.1. has been previously 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

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

2.14. 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 their CV,

name and contact details) and you will comply with all Applicable Laws when sharing vacancy details and otherwise complying with your obligations under the Terms.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. We shall not be obliged to:

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

2.18.2. follow up any Referral made by you;

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

2.18.4. Employ any Prospective Employee Referred by you; or

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

2.19. 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:

2.19.1. not sought Prospective Employees in a targeted manner;

2.19.2. not shared details of a specific Role with the Prospective Employee before making the Referral;

2.19.3. not obtained the explicit prior consent of the Prospective Employee to share their personal data with us in relation to the Role in question; and/or

2.19.4. not complied with the Terms in any way.

2.20. 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.

2.21. You agree to comply with all Applicable Laws and will not do anything which may harm our reputation or goodwill including by sharing details of any Role in a 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;

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

3.1.5. you have submitted a claim for the Referral Fee in accordance with clause 3.3 on or before the Claim Deadline and that claim has been upheld in accordance with clause 3.5.

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. No Referral Fee is paid automatically. It is solely your responsibility to keep track of the progress of the Prospective Employee and to claim the Referral Fee once the Prospective Employee has successfully completed their probationary period in the Role. A claim will only be valid if it is submitted in writing, solely by email to the Referral Email Address, and clearly states your full name, the full name of the Employee and the Role. Any claim made by any other means (including verbally, by post, or to any other email address or any member of our staff) shall be invalid.

3.4. We (including our HR and recruitment teams) are under no obligation to notify you, or otherwise contact you, when the Prospective Employee completes their probationary period or at any other stage of their Employment. Any failure by us to notify you shall not relieve you of your obligation to submit a claim in accordance with clause 3.3.

3.5. A claim submitted in accordance with clause 3.3 will only be upheld once we have verified that the Prospective Employee's probationary period has been formally signed off as successfully completed by their line manager in accordance with our internal procedures. If such verification cannot be obtained, the claim will not be upheld.

3.6. If a claim is received before the Prospective Employee's probationary period has been signed off as successfully completed by their line manager, or before we have been able to verify such sign-off, the claim will not be upheld and will not be held on file or carried

forward. We may, at our discretion, inform you that verification has not yet been obtained. In such circumstances, it shall remain solely your responsibility to continue to track the position and to check back with us by email to the Referral Email Address, and to submit a further claim in accordance with clause 3.3, until such time as we have verified that the probationary period has been successfully completed. We shall be under no obligation to contact you in the meantime.

3.7. Any claim must be received at the Referral Email Address no later than whichever is the later of the following dates (the "Claim Deadline"):

3.7.1. the date falling twelve months after the Employee's first day of Employment in the Role; and

3.7.2. the date falling six months after the date on which the Prospective Employee's probationary period was signed off as successfully completed by their line manager (as shown in our records, which shall be conclusive).

3.8. No Referral Fee shall be payable in respect of any claim received after the Claim Deadline. The date and time at which a claim is received at the Referral Email Address shall be conclusive evidence of when that claim was made. For the avoidance of doubt, the Claim Deadline shall not be extended by reason of our not having notified you of the date on which the Prospective Employee's probationary period was signed off.

3.9. If your claim is upheld, the Referral Fee will be paid as follows:

3.9.1. if you are one of our employees on the date on which your claim is upheld, the Referral Fee will be paid through payroll, by BACS transfer to the bank account held by us for the payment of your salary, in the next available payroll run following that date, and subject to any deductions required by Applicable Laws (including income tax and National Insurance contributions). You will not be required to provide any further bank details; or

3.9.2. if you are not one of our employees on the date on which your claim is upheld, we will contact you within a reasonable period to request the postal address to which payment should be sent. Within 30 days of receipt of that address, we will issue a cheque for the full amount of the Referral Fee, made payable to you, to that address.

3.10. The Referral Fee will only be paid by the methods set out in clause 3.9. We will not make payment by any other method, and you must not send bank account or other financial details to the Referral Email Address.

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

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

3.13. If any dispute arises between you and us as to whether a Referral Fee is payable by us to you, or as to the amount of any Referral Fee payable, 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 innocently or negligently) 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).