

STANDARD TERMS FOR WORK SEEKERS



CANDIDATE REGISTRATION

NES Fircroft is the trading name of NES Fircroft Limited and its subsidiary companies (hereinafter individually and collectively referred to as 'NES Fircroft'). These terms represent the introductory services offered to work seekers in the pursuit of work opportunities either through a temporary assignment or for a permanent position of employment, across our operating sectors of Oil & Gas, Power & Renewables, Infrastructure, Life Sciences, Mining, Automotive and Chemicals.

These terms do not represent a guarantee of an introduction to NES Fircroft clients, or that an introduction will lead to a temporary assignment or permanent appointment.

TERMS

1. NES Fircroft is acting as an Employment Business when arranging temporary assignments and as an Employment Agency when arranging permanent appointments on behalf of the work seeker, as defined in The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Conduct Regulations). These terms comply with Regulations 14 and 15 of the Conduct Regulations.
2. NES Fircroft is in the business of providing work finding services (services), as defined in the Conduct Regulations for work seekers and independent specialists and, where a role or assignment is found, providing arrangements for persons to provide services to its clients through a temporary contract assignment or by permanent appointment with its clients.
3. Providing services includes NES Fircroft maintaining details of work seekers on its database, searching for suitable opportunities and keeping in touch. NES Fircroft will discuss suitable positions with the work seeker before making an introduction to its clients. Then upon mutual agreement with the client, NES Fircroft will arrange an interview(s) for the work seeker and support negotiations for a permanent or temporary contract assignment.
4. Services are provided to work seekers free of charge.
5. No guarantee can be given that an introduction will lead to a temporary assignment or permanent appointment.
6. Final terms and conditions will be issued to work seekers at the commencement of a temporary contract assignment, or if seeking a permanent appointment before the agreed employment start date. Final terms will detail the actual rate of pay and the type of work agreed to be undertaken, and applicable entitlements, deductions and notice periods.
7. NES Fircroft shall provide its services to candidates in accordance with these terms and, whilst processing personal data for this purpose, in accordance with its privacy notice located at https://www.nesfircroft.com/legal_documents/privacy_policy.
Candidates should ensure the information submitted to NES Fircroft, including their curriculum vitae, qualifications and work status, is accurate and up to date.
8. For work seekers pursuing temporary contract opportunities in one of the sectors that NES Fircroft operate in, NES Fircroft shall provide:
 - a) an appropriate market pay rate and conditions, confirming at least the National Minimum Wage from time to time in force.

- b) a contract for services, depending on how they are engaged to provide services to us and our client.
 - c) Key Information Documents supplying information about the relationship with NES Fircroft, including details about pay, holiday entitlement and other benefits, and deductions applicable. Key Information Documents are specific to how work seeker provides services to NES Fircroft.
9. Work seekers offered temporary contract assignments may, if applicable to the type of engagement agreed, give NES Fircroft a Notice to Opt-Out of the Conduct Regulations by signing and returning an Opt-Out Agreement form. This means the Conduct Regulations will not apply to the work seekers contract for assignment services unless the work seeker subsequently withdraws the Opt-Out and the withdrawal becomes effective.

Work seekers should inform NES Fircroft of the decision to Opt-Out of the Conduct Regulations ahead of any offer of temporary assignment services.

Where work seekers decide not to Opt-Out, the Conduct Regulations will apply in their entirety and the contract for assignment services will be based on engagement as an Agency Worker.

Work seekers engaged under PAYE conditions may not Opt-Out of the Conduct Regulations.
10. NES Fircroft reserves the right to offer any temporary assignment to such work seeker as it may elect where that assignment is suitable for several temporary workers. The work seeker is under no obligation to accept such an offer but, if accepted, the work seeker owes the normal common law duties of a worker as far as they are reasonably applicable.
11. Offers of temporary contract assignments or permanent appointments are subject to the work seekers compliance to on-boarding criteria as stipulated by legal, contractual or industry standards, such as eligibility to work, competency checks and references.
12. The work seekers acceptance of these Terms is agreement and acceptance of our services.