

Candidate Terms & Conditions

These Terms of Business are between:-

White Recruitment Ltd of Amevia House, Quartremaine Road, Portsmouth, Hampshire, PO3 5QP ("**WR**"), and Individuals seeking to engage WR's work-finding services ("**Work-Seekers**")

Whereas

- (1) these Terms are deemed to cover the supply of services by White Recruitment Ltd; and
- (2) it is understood that WR may act in its capacity as Employment Agency (Permanent supply) and / or Employment Business (Temporary supply); and
- (3) WR operates in the Engineering, Healthcare, Sales, Business and associated sectors of the Recruitment Industry, and offers training services to both Clients and Work-Seekers.

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

Assignment means the period during which the Candidate is supplied to render services to the Client

Candidate means the person introduced by WR to the Client for an Engagement which may be of Permanent or Temporary nature, including any officer or employee of the Limited Company where the individual supplied is a Limited Company Contractor

Client means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 and any customer of the Client requiring the services of the Candidate

EAA Regs means the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Engagement means the use of the Candidate by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement, or any other engagement

IANA means the Immigration Asylum and Nationality Act 2006 and any subsequent amendments thereof

Introduction means (1) the passing to the Client of a CV or other information which identifies the Candidate following Client's instructions to WR to search for a Candidate or (2) the interview (in person or by telephone) or Engagement of a Candidate by the Client or any Third Party who has obtained such information through the Client's intermediation following the passing to the Client by WR of a speculative CV or other information with identifies the Candidate

Job Boards means internet based services enabling Work-Seekers to actively search for suitable vacancies and enabling Clients to actively search for suitable Candidates

Limited Company Contractor means the Candidate whose services are supplied by WR to the Client through a Limited Company

Registration means your completion of WR's (electronic) registration form, or the provision of Your Details to WR in order to be registered as a Candidate on WR's database with a view to using Our Services

Remuneration includes base salary or fees, guaranteed and / or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client

Our Services means WR's specialised skills, techniques and resources employed to find You suitable work, which may be of a Permanent or Temporary nature

You means the individual reading these Terms with a view of engaging WR's work-finding services

Your Details means the personal data (including, but not limited to, your CV) you will be requested to provide when registering with WR and any further details that may be required either by law or upon Client's request, or such details as You may have made publicly available through Job Boards

Your Services means the knowledge, skills, experience and techniques You will employ to perform your Assignment

2. GENERAL

2.1 Unless the context requires otherwise, references to the singular include the plural and reference to the masculine include the feminine and vice versa.

2.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2.3 Personal data of the Work-Seeker will be held by WR in its manual and automated filing systems. The Work-Seeker consents to the processing and disclosure of such data both inside and, where necessary, outside the European Economic Area in order for their services to be performed and this agreement to be fulfilled.

2.4 These Terms contain the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between the parties, and in particular shall supersede any terms set out in any invoice, timesheet, or other communication issued by the Work-Seeker to WR.

3. LAW

3.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

4. THE CONTRACT

4.1 These Terms of Business are deemed to be accepted by virtue of your Registration and / or by virtue of your agreement for WR to forward your CV to a Client, or attending an interview set up by the company.

4.2 WR's work-finding services to You are provided free of charge.

4.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of WR.

4.4 These Terms will not at any time be considered to constitute a contract of employment between the Work-Seeker and WR or any of its Clients

5. LIABILITY

5.1 WR shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by You arising from or in any way connected with WR seeking suitable work for You or from WR's Introduction of You to or Engagement by the Client or from the failure of WR to find You suitable work. For the avoidance of doubt, WR does not exclude liability for death or personal injury arising from its own negligence.

6. WR'S OBLIGATIONS

6.1 WR agrees to do the following:-

6.2 At Registration stage

6.2.1 Give You clear information about Our Services and what Terms & Conditions apply to Our Services

6.2.2 Register Your Details in line with current Data Protection requirements and request any further details we may require

6.3 At Search stage

6.3.1 Match your requirements with vacancies on our Database

6.3.2 Confirm your interest in a vacancy before passing Your Details to the relevant Client

6.4 At Introduction stage

6.4.1 Pass your details to relevant Client(s)

6.4.2 Provide you with details regarding the position we've put you forward for

6.4.3 Where applicable provide you with H&S information relevant to the position

6.4.4 Arrange for an Interview

6.4.5 Inform you of the outcome of your Interview

6.5 At Offer stage

6.5.1 Confirm the Client's Offer to You

6.5.2 Clarify any questions You might have

6.5.3 Obtain your Acceptance of that Offer

6.6 At Placement stage

6.6.1 If your Engagement is of a temporary nature we will send You your contract, timesheets and any other relevant documentation. If your Engagement is for permanent employment, the Client will send You your contract and any other relevant documentation.

7. YOUR OBLIGATIONS

7.1 You agree to do the following:-

7.2 At Registration stage

7.2.1 Provide WR with complete and accurate personal details as requested by your WR consultant or as per the Registration Form

7.2.2 Provide WR with proof of your eligibility to work in the UK (see also clause 8.2 below)

7.2.3 Provide WR with names and contact details of at least 2 professional referees

7.2.4 Provide WR with copies of any qualifications relevant to the type of work you are looking for

7.3 At Search stage

7.3.1 Give WR permission to pass your details to those Clients whose vacancies you are interested in.

7.3.2 Provide WR with any additional documentation the Client may require in order for you to be considered for the vacancy.

7.4 At Introduction stage

7.4.1 Attend any Interviews arranged for You by your WR consultant

7.5 At Placement stage

7.5.1 Commence Your Services on the date and time agreed

8. ELIGIBILITY TO WORK IN THE UK

8.1 WR cannot arrange for your Employment by or Engagement to a Client unless You have provided proof of your eligibility to work in the UK as required under the IANA.

8.2 The preferred documents that prove your Eligibility to Work in the UK are:-

8.2.1 A valid British, EAA or Swiss passport or National Identity card;

8.2.2 A COMBINATION of (i) full birth certificate issued in the UK, Channel Islands or Isle of Man showing names of both parents, AND (ii) an official document showing your name and National Insurance number (such as your National Insurance card, a P45 / P60 or a letter from a Government agency).

8.3 If You cannot provide proof of Eligibility to Work in the UK in the form of either 8.2.1 or 8.2.2 above You should contact your WR consultant straightaway as your eligibility may be proven by alternative combinations of documents.

8.4 To avoid Racial Discrimination WR is obliged to establish Eligibility to Work in the UK for all its work-

seekers, regardless of nationality and including those holding British nationality.

9. ASSIGNMENTS

9.1 WR will seek to match your requirements with vacancies on its own database. WR will match your requirements with both Permanent and Temporary vacancies unless You indicate otherwise.

10. PAYMENT FOR TEMPORARY WORK

10.1 Payment is subject to:-

10.1.1 Timely return of your signed contract and provision of any documentation requested;

10.1.2 Timely completion and return of your timesheet, which must be verified by the Client. If You provide Your Services through a Limited Company, you will be required to submit regular invoices in addition to timesheets.

10.2 Subject to clause 10.1 above WR will make payment by BACS and will, where applicable, make deductions and payment of all statutory contributions of Schedule E Income Tax (PAYE) and National Insurance as may be required by law.

10.3 Unless You are a Limited Company Contractor You will be under the reasonable guidance and direction of the Client from the time You report to take up duties and for the duration of the Assignment. If You are a Limited Company Contractor you will be entitled to decide how best to perform your Assignment, and you will be responsible for all acts, errors or omissions during and after the Assignment.

10.4 For the avoidance of doubt You will not be considered to be an employee of either WR or its client while working on a temporary assignment.