

# Permanent Candidate Agreement – Permanent or Direct Work

We are EduStaff (West Midlands) LTD of 6th Floor, 4 Cam Road, Stratford, London, E15 2SN (throughout “we”, “us”, “our” and “ours”) including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

## **Introduction – please read this introduction and the agreement provisions below carefully before accepting these terms.**

We provide services to find work for candidates and, where work is found, introducing the candidate to a client for direct engagement (“Introduction Service”).

This document sets out the basis upon which we are willing to provide our services. We confirm our service is at no charge to you.

Your provision to us of personal information (defined in this document as Personal Data) is your acknowledgement that you have read and understood our Privacy Notice [www.edustaff.co.uk](http://www.edustaff.co.uk)

## **AGREEMENT AND ACCEPTANCE**

In consideration of the mutual obligations set out in this agreement you accept and agree our services in accordance with this agreement, which you acknowledge you have fully read and understood. Note: You may accept this agreement in any of the ways listed below and you agree that your acceptance is provided upon the earlier of:

- your oral or written, (letter or email) or electronic confirmation to us of your acceptance
- your request for us to find work for you or to register you on our database or to introduce you to a Client

## **TERMS AND CONDITIONS**

### **Section 1 – our introduction services**

1.0 We shall provide an Introduction Service to you as follows:

- (a) we may from time to time search for employment or engagement opportunities for you directly with our Clients, usually within the Work Types, and we shall inform you if we have found an opportunity that may at our sole discretion be suitable, which you can consider without any obligation
- (b) our service may include arranging an interview for you to meet a Client wherever appropriate, and negotiating terms for your employment, but we offer no guarantee that work will be found or that an opportunity we inform you of will be capable of being progressed
- (c) in providing the service to search for employment opportunities for you directly with our clients we are operating as an Employment Agency.

1.1 We may also from time to time provide services to you to locate temporary work which shall be subject to separate terms to be supplied upon request.

### **Section 2 – your obligations – information and data protection**

2.0 In consideration of the provision of our services to you, you agree for the purposes of ensuring your suitability for any particular position and to enable us to meet our regulatory obligations and protect our legitimate interest

- (a) to provide us with a full and accurate summary of your employment history and qualifications if you have not already done so, together with a company resume if you operate through a limited company, and, if we shall request it, proper evidence of your entitlement to work in the United Kingdom together with any qualifications or certificates disclosed by you
- (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions)
- (c) to notify us immediately of any change in any of the information (without limitation) that you have provided to us at any time
- (d) to our verification of, retention and use of, all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you including the provision of such information and documentation to a Client, and relevant use by the Client
- (e) that clause 2.0(d) will apply to information received by us both before and after commencement of any engagement we arrange
- (f) that all information you provide hereunder will be full and accurate in all material respects
- (g) upon request to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations
- (h) at all times to act in good faith towards us and advise us if you wish your registration on our database to be removed.

2.1 We shall process all Personal Data in accordance with our Privacy Notice.

2.2 Where you are engaged by a Client, whether directly or via a third party of your choice, you acknowledge and agree that you will be responsible for all the contractual arrangements with the Client or any third party and you agree that we are neither involved in making the contractual arrangements nor do we have any role in initiating them.

### **Section 3 – general provisions applicable to all services and terms**

3.0 Whilst we shall at all times act in good faith, we may remove your details from our database at any time.

3.1 We will cease looking for future work opportunities for you if you request us to cease providing our service

3.2 We have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law, we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.

- 3.3 You recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy.
- 3.4 We shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client, for any failure by us to provide any information or service (save to the extent strictly required by law), or arising out of any representation including any mistake or misrepresentation made by a Client to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us.
- 3.5 Without prejudice to clause 3.4 our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £5,000 save where a limit is precluded by law.
- 3.6 No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.
- 3.7 The definitions and meanings in Section 4 apply throughout these Terms of Business.
- 3.8 Each portion of this agreement, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in full force and effect.
- 3.9 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 3.10 Any reference to a statute regulation or statutory provision shall include reference to any amendment thereto and to any subordinate legislation or modification thereto at the relevant time.
- 3.11 No failure or delay by you or us to exercise any right or remedy provided under these Terms of Business or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 3.12 This agreement will continue until terminated on one week's written notice by one party to the other. Clauses intended to have effect following termination of any kind shall survive termination.
- 3.13 Subject only to clause 3.14, these Terms of Business comprise the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and you acknowledge that you have not relied on any representations made by us that are not set out in these terms.
- 3.14 These Terms of Business may not be varied except
  - (a) by us in providing you with a general amendment notice and/or Terms of Business, which will be deemed to apply unless you notify us in writing that you do not accept the amendments or revision within 7 days of receipt of the notice or revision, or
  - (b) by agreement (whether orally or otherwise) and confirmed in writing signed by an authorised officer of ours.
- 3.15 Any notice under these Terms of Business shall be in writing and sent to the addressee at the last known address by first class post, fax or by email. Notice shall be deemed to have been received, in the case of post on the postal delivery date following the date of posting, in the case of fax on the date of transmission, and in the case of email on the date of acknowledgement of receipt.
- 3.16 We may assign our rights and obligations under this agreement but you may not do so.
- 3.17 The Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

#### Section 4 - definitions and meanings applicable to all terms

<b>Client</b>	a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who employs you or may be interested in employing you or who may wish to utilise your services in any way
<b>Data Protection Laws</b>	the EU Regulation 2016/679 (General Data Protection Regulation) and any data protection legislation applicable from time to time in the UK and use herein of 'Personal Data' has the respective meaning defined therein
<b>Privacy Notice</b>	our privacy notice made pursuant to the Data Protection Laws from time to time <a href="http://www.edustaff.co.uk">www.edustaff.co.uk</a>
<b>Regulations</b>	the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)
<b>Terms of Business</b>	the terms and conditions contained in this document
<b>Work Types</b>	the types of work we shall seek for you are school based and agreed prior to an assignment starting.