



CANDIDATE TERMS AND CONDITIONS

These terms and conditions are between Ethic Recruit Limited acting as an Employment Business and the work-seeking candidate

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Employment Business”	means Ethic Recruit Limited, registered company number 11063678, whose registered office is at Tremough Innovation Centre, Penryn, TR10 9TA;
“Candidate”	means the individual using the services of the Employment Business for the purposes of finding employment;
“Hirer”	means the person, firm or company including any subsidiary or associated person, to whom the Candidate is supplied or introduced;
“RAISE”	means Raise (financial services), registered company number 11501194, whose registered office is at 2 nd Floor, 55 Ludgate Hill, London, EC4M 7JW;
“Umbrella Company”	means the Umbrella Company chosen by the Candidate, who is the employer of the Candidate when undertaking temporary contracts.

1.2 In this agreement, unless the context clearly indicates another intention:

1.2.1 Reference to: one gender includes all other genders; the singular includes the plural and vice versa; a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision; a document is a reference to that document as from time to time supplemented or varied; writing includes fax, e-mail and similar means of communication; and to a person natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted;

1.2.2 Obligations undertaken by more than a single person are joint and several obligations.

2. THE AGREEMENT

2.1 These terms set out the agreement between the Employment Business and the Candidate for search of job opportunities and the supply of services to the Hirer and shall govern all assignments undertaken by the Candidate.

2.2 The Candidate shall be deemed to have accepted and agreed to these terms and conditions upon registration with the Employment Business, through submission of information; or by making an application to a Hirer.

2.3 The Employment Business shall provide its services to the Candidate and will not charge a fee to the Candidate for such service in accordance with The Employment Agencies Act 1973 (the “Act”) which prohibits Employment Agencies and Employment Businesses from charging a fee for work finding services (unless it is acting in one of the permitted categories under the Act).

2.4 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

2.5 In the event of a dispute arising out of or in connection with this agreement and which has not been resolved following discussions and negotiations between the Employment Business and the



Candidate, then both parties attempt to settle the dispute by engaging in good faith, a process of mediation before commencing arbitration or litigation or an Employment Tribunal.

- 2.6 This agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

3. CANDIDATE OBLIGATIONS

- 3.1 Candidate's must ensure that all information submitted to the Employment Business is correct and true to the best of their knowledge.
- 3.2 The Candidate agrees that:
- 3.2.1 the Employment Business will only introduce the Candidate to the Hirer. It does not guarantee any recruitment or other kind of engagement by the Hirer which will depend upon the absolute discretion of the Hirer as per the procedure set out by the Hirer. If selected, the Candidate will be under the supervision, direction and control of the Hirer without any liability upon the Employment Business.
 - 3.2.2 the type of work which will be sought on the Candidate's behalf will be teaching, lecturing, assessing, verifying, tutoring, caretaking, administration or similar education-based roles.
 - 3.2.3 the Candidate is not an agent of the Employment Business and does not have authority to enter into any commitment on its behalf unless specifically authorised in writing by the Employment Business.
 - 3.2.4 neither this document nor the relationship between the Employment Business and the Candidate constitutes a contract of employment or partnership, and the Candidate has no rights pertinent to an employee against the Employment Business and
 - 3.2.5 the terms of this agreement constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except agreed in writing by a manager from the Employment Business.
- 3.3 The Candidate will:
- 3.3.1 fully co-operate and complete the recruitment process under the instruction of the Employment Business and any express conditions of the Hirer
 - 3.3.2 notify the Employment Business immediately if any engagement is accepted or offered directly between the Candidate and the Hirer
 - 3.3.3 have all qualifications, whether medical or occupational and skills and experience for the purpose required by the Hirer as communicated by them or the Employment Business
 - 3.3.4 have a right to work in the UK
 - 3.3.5 provide confirmation of identity by supplying a copy of either passport or birth certificate
 - 3.3.6 supply contact details for the minimum of two referees and agree that the Employment Business may contact them to obtain references.
 - 3.3.7 provide the Employment Business with a full copy of their enhanced Disclosure and Baring Service (DBS) certificate and give permission for the Employment Business to carry out an online check on the DBS Update Service. Where a new DBS certificate is needed, if the Employment Business do not receive a copy of the DBS, or a completed application form, or any information relating to a CRB/DBS (number, date etc.) then the Employment Business reserves the right to terminate any assignment on immediate notice.
 - 3.3.8 supply the Employment Business with an Overseas Police Check where a Candidate has lived abroad for a minimum of six months within the last five years.



- 3.3.9 agrees that the Employment Business can share the information disclosed as part of the DBS check and Overseas record.
- 3.4 The Candidate confirms:
- 3.4.1 they are aware that by applying for employment in a school where their role involves contact with children under the age of eighteen, they will be exempt from the Rehabilitation of Offenders Act due to the nature of the role.
 - 3.4.2 they are suitable to work with Children and vulnerable people and will notify the Employment Business immediately of any convictions or cautions subject to the filtering rules which can be found on the [Ministry of Justice](#) Website.
 - 3.4.3 they have not been barred from engaging in regulated activity relevant to children
 - 3.4.4 all certificates and information provided in support of their application are self-verified by the Candidate to be true and correct
 - 3.4.5 they will not disclose or discuss rates of pay between other applicants, or contacts or workers at the Hirer's site
 - 3.4.6 they will complete the registration and vetting processes and respond to all reasonable requests for information in a timely and complete manner and in any event within 48 hours of such written requests
 - 3.4.7 they will not discuss the terms of this agreement and any information supplied by the Employment Business with any third party to the prejudice of the Employment Business's interest
 - 3.4.8 they are aware of the legal or professional requirements that must be satisfied before the work in question is carried out and if selected or engaged by the Hirer, you will comply with all laws and regulations relating to work and any specific instructions and policies of the Hirer
 - 3.4.9 they will indemnify the Employment Business for any breach of this agreement on their part. If the Employment Business got the work the Candidate agreed to carry out, the Employment Business is entitled to seek to recover that loss from the Candidate by any lawful means and its actions in doing so would not constitute a detriment.
 - 3.4.10 they will not enter into any relationship with the Hirer by bypassing the Employment Business during this agreement or within 12 months from the end date of any assignment, whichever is the longest.
- 3.5 In the event of a dispute between the Employment Business and the Hirer in relation to the introduction of the Candidate, the Candidate will assist us with all reasonable requests and provide the Employment Business with copy documents and information in writing, which will include but not be limited to, confirmation of the Employment Business representing the Candidate, arranging interviews for the Candidate, the Candidate attending the Hirer's premises, copies of any offer letter or employment/engagement terms or contracts and payroll information, salary or fee/rates paid to the Candidate, including copy payslips, P45's, P60's etc.
- 3.6 The Candidate will not deliberately and unlawfully withhold any property belonging to The Employment Business or the Hirer or students/learners, including but not limited to assessments, schoolwork, books, tools, kit and equipment. The Candidate will indemnify the Employment Business for failure to comply with this obligation. The Candidate will also return any such property within 48 hours of a written request to do so. The Candidate is to maintain diligence in keeping all documents, items and materials secure and safe at all times in their possession.



- 3.7 The Candidate agrees they will not disclose or show to third parties any confidential material or information that comes into your possession through the Employment Business or the Hirer and your work or duties.
- 3.8 The Candidate understands that all information about the Hirer and details of any vacancy with them, as may be communicated from time to time by the Employment Business to you, are confidential. If without the written approval of the Employment Business, any such information is passed to a third party which results in loss of any income or business opportunity to the Employment Business, you will be liable to indemnify the Employment Business's loss of fee that it was to receive from the Hirer.

4. THE EMPLOYMENT BUSINESS

- 4.1 The Employment Business endeavours to ensure the suitability of any Hirer introduced to the Candidate.
- 4.2 The Employment Business will not be responsible for obtaining work and other permits, for the arrangements of medical examination and/or investigation into medical history for you.
- 4.3 If the Candidate is successful and offered a position with the Hirer, the Employment Business will provide the Candidate with an assignment schedule detailing such offer.
- 4.4 The Employment Business does not employ its temporary workers directly. Any contract entered into between the Employment Business and the Candidate, would be on a contract for service basis.
- 4.5 In the event the Employment Business is searching for permanent opportunities for you, it will be acting as an employment agency, and you will receive a placement letter on successful appointment, detailing the terms of any offer.
- 4.6 Any expenses to be reimbursed by the Employment Business and paid to the Candidate will be authorised and signed by the Hirer in advance of incurring such expenses and will be receipted.
- 4.7 The Employment Business will not be liable to you under or in connection with this agreement for any indirect or for consequential loss or damage or any loss or damage to profit, revenue, savings, use, contract, goodwill or opportunity.
- 4.8 The Employment Business has robust policies and practices on equal opportunities, diversity and child protection focussing on the needs of the Candidate, the Hirer and the employees of the Employment Business. Copies are available on request.

5. TIMESHEETS

- 5.1 Candidates undertaking a temporary contract, work a week in advance of payment and are responsible for submitting their timesheets for the Hirer to approve.
- 5.2 The Employment Business operates an online placement portal for timesheets called Raise. Candidates must submit their timesheets weekly, in a timely manner, allowing time for the Hirer's timesheet approver to authorise the hours worked, by the weekly deadline of Tuesday at 1pm.
- 5.3 If timesheets are approved after the given deadline, the Candidate will receive their payment the following week.

6. UMBRELLA COMPANY

- 6.1 For temporary contracts, the Candidate's employer will be an FCSA and/or Professional Passport approved Umbrella Company, selected by the Candidate.
- 6.2 The Umbrella Company acts as an intermediary between the Employment Business and the Candidate and is responsible for paying the Candidate through PAYE, deducting costs such as taxes, national



insurance contributions, pension contributions and the umbrella fee. The Candidate will be entitled to statutory sick pay, holiday pay, maternity/paternity pay and a workplace pension.

- 6.3 The daily rate agreed between the Employment Business, the Hirer and the Candidate refers to the gross pay rate the Candidate will receive prior to payroll taxes and other deductions.
- 6.4 Umbrella companies provide personalised net income calculations, employment rights, insurance policies, advances of pay against authorised timesheets and, comparisons and explanations of their services verbally and in writing. The exact nature of such fees and the services they provide will depend upon the terms of the relevant umbrella company. Fees are payable to the Umbrella Company itself, not the Employment Business.
- 6.5 The Candidate has the right to cancel or withdraw from any such umbrella service in accordance with each umbrella companies' terms.

7. TERMINATION

- 7.1 This agreement shall continue unless it is terminated
 - 7.1.1 by either party on written notice of 30 days. This notice requirement of 30 days may be waived by the written consent of the party receiving such notice.
 - 7.1.2 by either party immediately upon giving notice in writing or via email in the following circumstances: the Candidate is in breach of any of the terms of this agreement; or is, or become incompetent or negligent in respect of any of their obligations under this agreement at the sole discretion of the Employment Business; or they refuse to carry out the work reasonably and properly required under this agreement; or the Hirer terminates its agreement with the Employment Business for which the Candidate has been or were to be introduced.
- 7.2 Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
- 7.3 The Candidate agrees that they will not, during this agreement and within one year of its termination, by any means and neither for themselves nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity for the Hirer, the effect of which is to compete with the Employment Business.

8. DATA PROTECTION

- 8.1 For the purposes of the Data Protection Act 2018, the Candidate consents to the processing of all or any of your personal data in manual, electronic or any other form relevant to this agreement, by the Employment Business and/or any agent or third party nominated by the Employment Business and/or any subsidiary, group or associated company of the Employment Business and which are bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 8.2 All personal information held by the Employment Business, will be collected, processed and held in accordance with the General Data Protection Regulation (GDPR).