

Permanent Candidate Agreement – Permanent or Direct Work

We are Electus Recruitment Solutions Limited ("Electus") of 18 Albert Road, Bournemouth, Dorset, BH1 1BZ trading as Electus Recruitment Solutions (throughout "we", "us", "our" and "ours") including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

You are a candidate actively seeking the services of Electus Recruitment Solutions (throughout "you" and "your").

Introduction: We are in the business of providing services to locate work for persons registered on our database of candidates and introducing such candidates to our Clients with a view to direct engagement by a Client. You are seeking work, have provided us with your personal details to be registered on our database of candidates, and have asked us to locate work for you. We are prepared to seek work for you on the basis set out in these terms and conditions, and you wish to accept our services.

Terms and Conditions

our obligations to you

1. Whilst your details are registered on our database
- (a) we may from time to time and at our sole discretion search for employment opportunities for you, and if we consider any opportunity may be suitable we may inform you of any terms proposed
- (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed.
2. If you do not wish us to provide your information to any particular potential hirer it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and we cannot accept any liability if we provide your information to any potential hirer other than one you have specifically excluded.
3. If you wish us to find temporary work for you, we may do so in accordance with separate terms to be supplied upon request.

your agreement

4. In consideration of registration of your personal details on our database, whilst you are so registered, you agree
- (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, retention and use of all information and documents we obtain, either from you or from any other party relating to you, for any purpose relevant to this agreement
- (e) that clause 4(d) shall apply to information received by us both before and after commencement of any engagement we arrange
- (f) you warrant that all information you provide hereunder shall 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 Conduct of Employment Agencies and Employment Businesses Regulations 2003
- (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.

general

5. It is further agreed that
- (a) whilst we shall at all times act in good faith, we may remove your details from our database at any time
- (b) 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
- (c) 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

- (d) 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
- (e) where you are engaged by a Client, whether directly or via a third party of your choice, you shall 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 arrangements nor do we have any role in initiating them
- (f) 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 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
- (g) without prejudice to clause 5(f) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
- (h) 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
- (i) 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 a void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force
- (j) clauses intended to have effect following termination shall survive termination
- (k) this agreement will continue until terminated on one week's written notice by one party to the other
- (l) this agreement is the sole agreement between you and us, supersedes any previous agreement relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
- (m) any notice under this agreement shall be in writing sent to the addressee at the last known address, fax number or electronic mail address, either respectively by first class post, or by fax or electronic mail, and shall be deemed to have been received, in the case of post, on the postal day following the day of posting and in the case of fax, on the date of transmission, and in the case of electronic mail, on the date electronic confirmation of receipt is received by us
- (n) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent
- (o) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

definitions and meanings

Client - 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

Date Issued: Email Sent date

AGREEMENT

In consideration of the mutual obligations set out in this agreement you accept and agree these terms and conditions, which you acknowledge you have fully read and understood. Note: You may confirm your acceptance by signing below, or by confirming your acceptance orally, by email or by fax. Should you request us to seek work for you at any time after you have received these terms, your request shall be deemed to be your acceptance.

Electus Recruitment Solutions Limited

Tel: 01202 296566 Email: jobs@electusrecruitment.co.uk

Registered Offices: 18 Albert Road, Bournemouth, Dorset, BH1 1BZ

Registered in England No. 4636093



Certificate number 4926
ISO 9001

0026