

TERMS AND CONDITIONS OF BUSINESS WITH WORK-SEEKERS

These Terms and Conditions of Business are between:

1. Workforce Employment Solutions Talent Limited trading as “WE Talent”, a limited liability company incorporated in England and Wales with registration number 14169424 and whose registered address is 25 Balham High Road, London, SW12 9AL (“Company” or “we”, “us” or “our”); and
2. Individuals seeking to engage the Company’s work-finding services (“you” or “your”).

WHEREAS

- A. These Terms and Conditions of Business are deemed to cover the supply of Our Services to you; and
- B. We may act in our capacity as an employment agency (as defined in the Conduct Regulations) or as an employment business (as defined in the Conduct Regulations) when providing Our Services to you.

1. DEFINITIONS

1.1. The following definitions apply to these Terms and Conditions of Business:

“**Assignment**” means the period during which the Candidate is temporarily supplied by us to render services to the Client;

“**Assignment Confirmation**” means a document outlining the principal terms governing an Assignment;

“**Candidate**” means the person Introduced by us to the Client for an Engagement or an Assignment, 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 2006 and any customer of the Client requiring the services of the Candidate;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“**Data Protection Legislation**” means (i) the UK GDPR (which via the European Union (Withdrawal) Act 2018 brought the EU’s General Data Protection Regulation ((EU) 2016/679) into UK national law); (ii) the Data Protection Act 2018, and (iii) all applicable laws and regulations relating to the processing of personal data (defined in the UK GDPR) and privacy;

“**Engagement**” means the engagement, employment or use of the Candidate directly by the Client or any third party or through any other company on a permanent or temporary basis, whether under contract of service or for services; an agency, license, franchise or partnership agreement; directly or through a Limited Company of which the Candidate is an officer or an employee. “**Engage**” and “**Engaged**” shall be construed accordingly;

“**Introduction**” means: a) the interview of a Candidate by a Client in person or by telephone or by any other means; or b) the passing to the Client by the Company of a curriculum vitae or information about the Candidate, and in each case which leads to an Assignment or an Engagement. The time of the Introduction shall be taken to be the earlier of (a) and (b) above; and “**Introduced**” and “**Introduces**” shall be construed accordingly;

“**Job Boards**” means internet-based services enabling you to actively search for suitable vacancies and enabling companies to actively search for suitable candidates;

“**Limited Company**” means a private company limited by shares or guarantee, as defined in the Companies Act 2006 as may be amended from time to time;

“**Limited Company Contractor**” means a Candidate whose services are supplied via the Company to the Client through a Limited Company;

“**Opt-Out**” means the legal act of declaring, by means of signing an Opt-Out notification, that the Conduct Regulations will not apply to Your Services;

“**Our Services**” means sourcing suitable roles for Candidates, which may be of a permanent or temporary nature;

“**Personal Data**” means any information relating to a living person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Recruitment Consultant**” means the person employed by us who will provide Our Services to you;

“**Registration**” means your registration with us as a Candidate on our database with a view to using Our Services;

“**Your Details**” means the Personal Data (including, but not limited to, your CV) that you will be requested to provide to us, any further details that may be required either by law or upon a Client’s request, or such other details as you may have made publicly available through registering with Job Boards or on a professional networking site;

“**Your Services**” or “**Services**” means the knowledge, skills, experience and techniques you will use to perform your Engagement or Assignment for the Client.

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. Any reference to statutory provisions shall be construed as references to those provisions as respectively replaced, amended, or re-enacted from

time to time and shall include any provisions of which they are re-enactments (whether with or without modification), consequential amendments and any subordinate legislation made under such provisions.

- 2.3. The headings contained in these Terms and Conditions of Business are for convenience only and do not affect their interpretation.
- 2.4. These Terms and Conditions of Business contain the whole agreement between you and us, 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 you to us.

3. LAW

- 3.1. These Terms and Conditions of Business are governed by the laws of England and are subject to the exclusive jurisdiction of the courts of England.

4. THE CONTRACT

- 4.1. These Terms and Conditions of Business are deemed to be accepted by virtue of your Registration and / or by virtue of your agreement for us to submit your CV to a Client. We will not pass your CV to any Client without your permission.
- 4.2. Our work-finding services to you are provided free of charge.
- 4.3. These Terms and Conditions of Business will not at any time be considered to constitute a contract of employment between you and us, or you and any of our Clients.
- 4.4. We 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 us seeking suitable work for you or from our Introduction of you to, or Engagement by, a Client, or from our failure to find you suitable work. For the avoidance of doubt, we do not exclude liability for any matter which cannot be limited or excluded by law.

5. OUR OBLIGATIONS

We agree to do the following:

- 5.1. At Registration stage:
 - 5.1.1. Give you clear information about Our Services and what additional terms & conditions (if any) apply to Our Services;
 - 5.1.2. Register Your Details on our database(s);

- 5.1.3. Offer you the opportunity to receive marketing communications from us and obtain your consent to do so.

- 5.2. At Search stage:
 - 5.2.1. Match your requirements with vacancies on our database;
 - 5.2.2. Provide you with details regarding the position(s) we propose to put you forward for;
 - 5.2.3. Confirm your interest in and suitability for a vacancy before passing Your Details to the relevant Client.
- 5.3. At Introduction stage:
 - 5.3.1. Pass Your Details to relevant Client(s);
 - 5.3.2. Arrange for you to attend an interview;
 - 5.3.3. Inform you of the outcome of your interview.
- 5.4. If you are offered an Engagement or Assignment:
 - 5.4.1. Confirm our offer (of an Assignment) or the Client's offer (of an Engagement) to you;
 - 5.4.2. Clarify any questions you might have;
 - 5.4.3. Obtain your acceptance of that offer.
- 5.5. Please note that if you fail to undertake or cooperate with any checks that We are required to carry out and / or the result of the checks renders you unsuitable for the Assignment or Engagement, it may result in the withdrawal of our or the Client's offer.
- 5.6. At Placement stage:
 - 5.6.1. If you will be performing a temporary Assignment, we will send you (or your Limited Company, as applicable) your contract and any other relevant documentation that you will need for the Assignment, including an Assignment Confirmation;
 - 5.6.2. If your Engagement is directly with the Client, the Client will send you your contract and any other relevant documentation.

6. YOUR OBLIGATIONS

You agree to do the following

- 6.1. At Registration stage:
 - 6.1.1. Provide us with Your Details and ensure that they are complete and accurate;
 - 6.1.2. Notify your Recruitment Consultant as soon as any of Your Details change;
 - 6.1.3. Inform us of the type of work you are looking for;
 - 6.1.4. Provide us with copies of any qualifications, licences or authorisations relevant to the type of work you are looking for.
- 6.2. At Search stage:
 - 6.2.1. Give us permission to pass Your Details to those Clients whose vacancies you are interested in;

- 6.2.2. Provide us with any additional documentation we or the Client may require in order for you to be considered for the vacancy.
- 6.3. At Introduction stage:
 - 6.3.1. Attend any interviews your Recruitment Consultant may, with your agreement, arrange for you.
- 6.4. If you are offered an Engagement or Assignment:
 - 6.4.1. Confirm if you are willing to accept the Engagement or Assignment offered;
 - 6.4.2. For Assignments, inform us whether or not you will be providing your Services as a Limited Company Contractor;
 - 6.4.3. For Assignments, provide us with a valid Opt-Out notification (if you wish to Opt-Out);
 - 6.4.4. Provide any other vetting or compliance-related documents we or the Client requests from you;
 - 6.4.5. If applicable, complete and return any Client-specific documentation.
- 6.5. At Placement stage:
 - 6.5.1. Commence Your Services on the date and time agreed.

7. ELIGIBILITY TO WORK IN THE UK

- 7.1. We may be obliged to establish your eligibility to work in the UK, including if you hold British nationality. We may not be able to arrange for an Assignment or Engagement unless and until we have obtained proof of your eligibility to work in the UK. We may require you to participate in such checks (by providing share codes for example).

8. ENGAGEMENTS AND ASSIGNMENTS

- 8.1. We will seek to match your requirements with vacancies on our database. We will match your requirements with both permanent and temporary vacancies unless you indicate otherwise. We will identify possible vacancies in accordance with your preferred type of work as you will have indicated upon Registration or as a result of your discussions with your Recruitment Consultant.
- 8.2. If we Introduce you to a Client who Engages you directly, your contract will be agreed directly with the Client, and you (or your Limited Company) will be paid by the Client. Full details of your Engagement will be confirmed to you at offer stage.
- 8.3. If we offer to engage you (or your Limited Company) for a temporary Assignment in our capacity as an employment business, you (or your Limited Company) will be engaged by us under a separate contract for services. We will pay you or your Limited Company as appropriate for Your Services. Full details of your Assignment will be confirmed to you

before the start of any Assignment and provided to you in writing in an Assignment Confirmation.

- 8.4. In accordance with Regulation 15(d)(ii) of the Conduct Regulations, we guarantee that the minimum rate of pay you can expect to receive shall be at least equal to the national minimum wage or living wage as applicable at the time of the Assignment. The actual rate of pay we will be able to secure for you for each Assignment will vary, and will be confirmed in the relevant Assignment Confirmation. We shall advise you of the rate applicable to each Assignment as soon as it is known to us, and confirm it in the relevant Assignment Confirmation.
- 8.5. Should you accept an offer of an Assignment, details regarding pay and payment intervals will be confirmed to you in the Assignment Confirmation.
- 8.6. For the avoidance of doubt, you will not be considered to be an employee of either the Company or our Client while working on an Assignment.

9. DATA PROTECTION

- 9.1. We take our data protection obligations very seriously and always act in accordance with our obligations under the Data Protection Legislation.
- 9.2. To provide you with Our Services, we need to collect, use, process and store your Personal Data.
- 9.3. We will also need to share your Personal Data both internally as well as externally with other organisations such as Clients and third parties who provide us with support services.
- 9.4. To understand how we have obtained your Personal Data, the legal bases which we rely on to process your Personal Data, the types of Personal Data we process, why we process your Personal Data, and for how long we retain your Personal Data, please see our privacy notice, available on our website at <https://we-talent.co.uk/privacy-policy/>.
- 9.5. If you no longer require Our Services and would like us to remove Your Details from our database, you can do so at any time by emailing us at hello@we-talent.co.uk. Please note that we may be legally required to retain some Personal Data therefore we may not always be able to remove all of Your Details from our database, however we will advise you of the reasons in such an event.