

**TERMS AND CONDITIONS**

The Conduct of Employment Agencies and Employment Business Regulations 2003 (the “Regulations”) governs the conduct of the recruitment industry. As such it establishes a framework of minimum standards which work-seekers and hirers can expect. As a consequence, Recruitment Zone is required to have agreed terms in place with any person (“Work-seeker”) who wishes to use Recruitment Zone to help find them either permanent or temporary/contract assignments. This document and the application form detail those terms and also include the mandatory information required by Recruitment Zone to register Work-seekers and enable it to provide Work-finding services. **You should retain a copy of this document for your records.**

General Terms

- 1) **We are** Recruitment Zone Limited (“RZL”) of Ratho Park, 88 Glasgow Road, Edinburgh, EH28 8PP and “we”, “us”, “our” and “ours” refers to RZL and all branch offices of RZL. RZL, for the purposes of this agreement, includes any subsidiary or associated company (as defined by s736 Companies Act 1985) of RZL.
- 2) We generally operate as an Employment Agency and an Employment Business providing services to organisations (“Clients”) looking for workers and to candidates for the purposes of finding work. We do not provide work finding services to any party before we have undertaken an assessment of acceptability to suit our market criteria and have fully researched the market and suitability to match skills that are available with those that are required.
- 3) You are the person whose details we receive and references to “you”, “your” and “yours” includes you and any limited company that you may operate through.
- 4) In submitting to us your Curriculum Vitae you specifically agree that:
 - a. we may, without any obligation to you, use information you have provided to us for our own assessment and research purposes as to whether your information may comply with our commercial criteria;
 - b. an assessment and/or research process may involve discussion of your information with a Client, and we may therefore disclose all or part of your information to a Client for that purpose, except for any organisations that you list in section 1 below.
 - c. if any information is disclosed to a Client it shall be on terms that the Client shall not disclose the information to any third party and shall not use the information and that we may therefore disclose all or part of your information except for the purpose of our assessment;
 - d. we shall not disclose your address or contact details to any Client;
 - e. your information is true and accurate in all respects;
 - f. we may retain your information on our database and process it in accordance with the Data Protection Act 1998 until you request that we remove it, or we are required by law to remove it, or you decline to accept our terms in accordance with clause 9
- 5) In the event that we decide that we are able to provide services to you we may, without any obligation to do so, inform you at that time and advise you of the terms that will then apply, which you will be free to accept or reject.
- 6) A signed copy of these terms must be returned to Recruitment Zone within 14 days of starting the assignment to enable set up on the system to allow payment. A fully completed web form counts as a signed copy.
- 7) Should Recruitment Zone be successful in finding potential work for the Work-seeker, the Work-seeker agrees to give Recruitment Zone confirmation (and where necessary copies or evidence of) any training, qualifications, pre-employment screening or authorisation considered necessary by the Hirer, the Client or required by law, to undertake said work.
- 8) Work-seekers agree to present either copies of or originals of any of the following identification documents: passport; driving licence; birth certificate (or any other document which provides evidence of the work-seekers identity)
- 9) In the event that you do not agree to our terms as referred to in clause 5 we shall remove your information from our database and these terms shall no longer apply.
- 10) These terms represent the sole and entire agreement between us and you unless and until any terms referred to in clause 5 are agreed.
- 11) This agreement is subject to the Laws of Scotland, England & Wales and the jurisdiction of the Scottish and English Courts.

GLOSSARY

Employment Agency	An agency offering introductions for permanent recruitment
Employment Business	An agency offering contract/temporary recruitment
Hirer	The person to whom workers are supplied or introduced
Work-finding services	Services provided by an agency in order to help work-seekers find work
Work-Seeker	Individuals looking for work (either contract/temporary or permanent), Limited Companies (including contractors) and Umbrella Companies
Opt-In	Work-seekers wishing to look for work within the Regulations
Opt-out	Work-seekers wishing to look for work without the Regulations
The Regulations	Conduct of Employment Agencies and Employment Business Regulations 2003. The Regulations may be viewed in full at: http://www.opsi.gov.uk/si/si2003/20033319.htm A print version is also available and is published by the Stationery Office Limited as The Conduct of Employment Agencies and employment Businesses Regulations 2003 , ISBN 011048374X



- Passport or other documentation from the Home Office with an endorsement Statement saying the holder has the right of residence in the UK as a family member of a national from an EEA country or Switzerland, who is also resident in the UK
- Passport or other travel document endorsed to show that the holder can stay indefinitely in the UK and the endorsement allows the holder to do the type of work you are offering
- Current non-EU Passport plus UK-BA issued vignette (sticker) in passport or separate ID card (both required)

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by Recruitment Zone for temporary work. Can you readily produce any of the documentary evidence to support the above entitlement?

- Yes
- No

Note: The production to RZL of a Work Permit does not evidence the right to work in the United Kingdom for any party other than the employer stated on the work permit. Accordingly, unless RZL is the employer agreed with Work Permits UK, the candidate has no right to work in the UK (save for the named employer).

HEALTH & DISABILITY

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought.

Do you have any health issues or a disability relevant to the position or role you seek?

- Yes
- No

If yes, please specify

Have you had any time off work due to sickness over the last 18 months?

- Yes
- No

If yes, please specify

If you have a disability, what are your needs in terms of reasonable adjustments to enable you to perform the role sought?

If yes, please specify

If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview, or to take aptitude tests etc?

If yes, please specify



CRIMINAL CONVICTIONS

Have you ever been Police/Criminals Records Bureau or Disclosure Scotland checked?

- Yes
- No

If Yes, can you provide written confirmation?

- Yes
- No

Do you have any unspent* criminal convictions?

- Yes
- No

If yes, state convictions and dates.....
.....

*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of Recruitment Zone Ltd, the offence is relevant to the post to which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.

COMPANIES AND ASSIGNMENTS TO AVOID

Please indicate any company or assignment for which you would not agree to be put forward and any companies you do not wish us to approach or share your details with:

.....
.....
.....
.....



SECTION 2: METHOD OF OPERATION WITH RECRUITMENT ZONE

There are 3 ways in which candidates can supply their services to Recruitment Zone: Limited Company, Umbrella Company or PAYE Temporary Worker basis.

Please confirm which option is relevant to you:

- Limited Company (go to A below)
- Umbrella Company (go to B below)
- PAYE Temporary Worker (go to next section)

A. If you selected Limited Company

Company Name.....

Registered Office Address.....

.....

Registration No.

VAT No.

Please complete the following where applicable (RZL will need to see these certificates)

- I can provide the Limited Company's Certificate of Incorporation
- I can provide the Limited Company's VAT Certificate
- I can provide the Certificate of Employers Liability Insurance
 - ↳ Level of Insurance: Expiry Date:
- I can provide the Certificate of Public/Products Liability Insurance
 - ↳ Level of Insurance: Expiry Date:
- I can provide the Certificate of Professional Indemnity Insurance
 - ↳ Level of Insurance: Expiry Date:



B. If you selected Umbrella Company

Recruitment Zone operates an independently audited Preferred Supplier List of Umbrella Companies, which on request can be issued to you. We ask that if your application is successful you select one of these organisations to engage with us.

If you are currently operating under an umbrella company, please give the name and address of this company:

Company Name:

Registered Office Address:.....

.....

Opt-out of Agency Regulations (for Limited and Umbrella Companies)

The Opt Out Notice is available for signature for those Limited Companies wishing to opt out in accordance with Regulation 32 (9) of the Employment Agencies and Employment Business Regulations 2003. If this is applicable to you this notice is attached at the end of this registration form for completion. Please note that for you to ensure your Opt Out is effective it is best practice to return this to us as soon as possible but compulsory to be returned no later than an interview date you have with one of our clients.

Do you wish to opt out of Agency Regulations?

Yes

No

TBC*

**If you intend to operate under an umbrella company but have yet to finalise arrangements please select TBC so that an agreement can be sent to you later for signing.*



SECTION 3: REFERENCES

All references must be considered as satisfactory prior to you being offered an assignment. Please provide professional references **(from persons not related to the work seeker)** including your **current or most recent assignment**.

Please provide at least two references.

Most recent reference

Name:

Position:

Company Name:
.....

Company Address:
.....
.....
.....

Contact Tel:

Email Address:
.....

Dates of this engagement:

Start:

End:

Reference (ii)

Name:

Position:

Company Name:
.....

Company Address:
.....
.....
.....

Contact Tel:

Email Address:
.....

Dates of this engagement:

Start:

End:



References continued...

If you have more than two references please use the boxes below:

Reference (iii)

Name:

Position:

Company Name:
.....

Company Address:
.....
.....
.....

Contact Tel:

Email Address:
.....

Dates of this engagement:

Start:

End:

Reference (iv)

Name:

Position:

Company Name:
.....

Company Address:
.....
.....
.....

Contact Tel:

Email Address:
.....

Dates of this engagement:

Start:

End:

Please confirm that we may contact these referees immediately:

- Yes
- No

If not, specify why/when:

If you do not wish us to take up references from any previous agency or end user, please state so here and specify the reason:

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SECTION 4

DATA PROTECTION STATEMENT

The information that you provide on this form and on any CV given will be used by Recruitment Zone Ltd to provide you work finding services. In providing this service to you, you consent to your personal data being included on a computerised database and consent to us transferring your personal details to our clients.

We may check the information collected, with third parties or with other information held by us.

We may also use or pass to certain third parties information to prevent or detect crime, to protect public funds, or in other way permitted or required by law.

iPROFILE

Recruitment Zone is an iProfile compatible agency and at the time your details are added to our database you will receive an invitation to create your personal iProfile which is an **“online CV”** that contains precise definitions of your skills, qualifications and experiences in a format that the recruitment industry has adopted as standard. Your iProfile details will only be updated with iProfile compatible agencies that you are **currently** registered with and **solely** at your request. You can choose to update with Recruitment Zone only or you can choose to decline the invitation to create an iProfile, it is **not compulsory** but it can help our Consultants match your skills to the requirements they receive from our Clients. More than one million candidates in the UK already own an iProfile and the majority of the UK's leading recruitment companies are now using it to match candidates to jobs.

CANDIDATE DECLARATION

I have read and understood the content of this form and hereby confirm that the information given and those of my CV are true and correct and I will notify RZL if any of the details provided become untrue or out of date.

I give consent to RZL to carry out relevant screening checks on my background and to take up references from the details supplied.

I warrant that the above named referees are not relatives of mine and I consent to my personal data and CV being forwarded to clients. I consent to references being passed onto potential employers.

If, during the course of a temporary assignment, the Client wishes to employ me direct, I acknowledge that Recruitment Zone Ltd will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

Signed by candidate

Dated

.....

.....

Where the candidate is operating through a Ltd Company

.....
Signed by a Director of the Ltd Company

.....
Dated



LIMITED COMPANY OPT OUT NOTICE AND AGREEMENT

From:

The Supplier

Registered Office

and

The Worker

Address

together called the "Applicants" and referred to as "we", "us", "our" and "ours" For the purposes of this Notice "Applicants includes the Worker and the Supplier unless specifically stated or qualified otherwise

To:

The Recruitment Company: Recruitment Zone Limited
Address: Ratho Park, 88 Glasgow Road, Edinburgh, EH28 8PP

referred to as "you", "your" and yours" and all branch offices of you and for the purposes of this Notice, includes any subsidiary or associated company (as defined by s.736 Companies Act 1985) of yours

Notice Date:

WHEREAS:

- A. The Supplier is a limited company work-seeker and the Worker is a person who is or would be supplied by the Supplier as set out in Regulations 32 of the Conduct of Employment Agencies and Employment Business Regulations 2003 (the "Regulations").
- B. The Recruitment Company operates as an agency or an employment business as defined by the Regulations.
- C. There is provision in the Regulations for limited companies, and persons supplied by limited companies, to opt out of the Regulations and thereafter not be considered work-seekers within the Regulations.
- D. The Applicants wish to opt out of the Regulations in accordance with Regulation 32 (9) of the Regulations with the intention that none of the Regulations shall apply to any dealings between the Applicants, or either of them, and the Recruitment Company whilst this notice remains in force.

Notice and Agreement

- 1. We, the Applicants, hereby give notice to you that we have agreed that the Regulations should not apply to any dealings between you and us unless and until we give you further notice that our first notice is withdrawn, in accordance with the Regulations.
- 2. We confirm that this Notice is given freely and that you have not made the provision of work finding services by you conditional upon the giving of this Notice.
- 3. We recognise in giving this notice that none of our dealings in relation to you will be determined by the Regulations and that your agreement to deal with us upon this basis represents a benefit to us enabling us to organise our affairs without any obligation restriction or definition which may be implied as affecting us by reason of the Regulations or in our dealings with you ("the Benefit").
- 4. In consideration of the Benefit the Supplier, and the Worker, each separately and distinctly agree, with effect from the Notice Date, to indemnify you and keep you indemnified against any loss suffered by you as a result of either or both of us seeking to enforce any term against you under the Regulations or based on upon an alleged breach of the Regulations by you.
- 5. This Notice is governed by UK Law and shall be subject to the jurisdiction of the UK Courts.

.....
Signed for and on behalf of the Supplier

.....
Signed by the Worker

Date

Date