

EMPLOYMENT AGENCY CANDIDATE TERMS AND CONDITIONS

1. Definitions and Interpretation

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

"Agency" means International Hospitality Recruitment Ltd a company registered in England and Wales under number 06475709.

"Candidate" means any person using the Services for the purposes of finding employment;

"Client" means any person, firm or company including any associates or subsidiaries to whom the Candidate may be introduced;

"Personal Data" means data relating to a living individual (in this case the Candidate) that enables them to be identified and includes, but is not limited to, the Candidate's name, address, telephone number and email address;

"Services" means the employment agency services provided by the Agency to the Candidate as set out in these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions; and

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. The Contract

2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a Human Resource Manager or Director of the Agency.

2.2 The Candidate shall be deemed to have accepted and agreed to be bound by these Terms and Conditions upon either their submission of any information or data to the Agency; or their making an application to a Client, whichever occurs first.

2.3 The Agency may update these Terms and Conditions from time to time for legal or regulatory reasons. The Agency will make reasonable efforts to notify Clients and Candidates of any changes.

2.4 These Terms and Conditions supersede all previous terms of business.

2.5 The candidate must notify the agency immediately should he/she be offered employment directly or indirectly through the client or should the client contact the candidate directly without agency's permission.

2.6 The candidate shall immediately inform the Agent should there be any reason or circumstance under which it will be detrimental to the interest of the Agent, the Client or the Candidate for the candidate to take up a particular position with a client including but not limited to;

- The Candidate has previously been in contact or had any dealings with the client whom the Agent introduced to the candidate; or

- The Candidate is or has attended a client for the same position having been introduced by another Agent.

- The Candidate should not approach any clients who first introduced to Candidate by the Agent other than through the Agent

2.7 Candidate will be jointly held responsible for bypassing the agency in cases where the client or candidate failed to inform the agency about the start of employment.

2.8 The candidate is not obliged to take any Placement offered by the Employment Agency.

3. The Services

3.1 The Candidate shall have the facility to browse vacancy advertisements and apply for any vacancies that it so chooses.

3.2 The Agency shall provide its services to the Candidate as an employment agency at no cost to the Candidate.



3.3 The Agency shall inform the Candidate of any and all vacancies for which the Candidate is suitable and which meet the Candidate's requirements.

3.4 Whilst the Agency shall use its best and reasonable endeavours to inform the Candidate of any and all vacancies that meet the Candidate's requirements, it does not warrant and provides no guarantee that any such vacancies will be available or that the Candidate shall be informed of available vacancies.

3.5 Whilst the Agency requires its Clients to ensure that all information provided to it is complete, accurate and up-to-date, the Agency does not provide any warranty or guarantee of any kind that the vacancy advertisements and other information made available to the Candidate are complete, accurate and up-to-date.

4. Vacancy Notifications

4.1 If the Candidate has chosen to receive email updates of vacancies that are relevant to them from the Agency, the provisions of this Clause 4 shall apply.

4.2 Emails shall be sent to the Candidate weekly if relevant and shall contain listings of vacancies submitted to the Agency within the previous job title which match the Candidate's criteria.

4.3 The Agency shall be under no obligation to send such emails and cannot make any guarantee with regard to the number of vacancies featured in each email.

5. Candidate Information

5.1 In order to use the Services, the Candidate shall be required to provide details which shall include, but not be limited to, those regarding their contact information, qualifications, training, experience, employment history and references. The Agency requires such details in order to match the Candidate with the appropriate Clients and vacancies.

5.2 The Candidate must ensure that all information submitted to the Agency is, to the best of their knowledge, true, accurate, complete and up-to-date.

5.3 In the event that the information submitted to the Agency becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Agency as soon as is reasonably possible.

5.4 Where any of the information submitted to the Agency contains details which may be used to identify a third party (including, but not limited to, referees), the Candidate must obtain the permission of that party to supply their details to the Agency prior to submitting the information.

6. Applications

6.1 When applying for a vacancy, the Candidate must ensure that they:

- 6.1.1 have read the complete details of the vacancy;
- 6.1.2 understand the requirements of the vacancy;
- 6.1.3 meet the requirements of the vacancy;
- 6.1.4 possess any requisite qualifications required by the vacancy; and
- 6.1.5 have obtained or applied for any relevant permits or authorisations.

6.2 When completing forms or any other application documents the Candidate shall ensure that the details included on the form are to the best of their knowledge, true, accurate, complete and up-to-date.

6.3 In the event that the information submitted to a Client becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Client as soon as is reasonably possible.

6.4 Where any of the information submitted to a Client contains details which may be used to identify a third party (including, but not limited to, referees), the Candidate must obtain the permission of that party to supply their details to the Client prior to submitting the information.

6.5 The Agency shall forward the Candidate's details to Client's for the purpose of the relevant vacancy only. In the event that the Candidate wishes to apply for multiple vacancies to the same Client, they must submit separate applications for each vacancy.

6.6 The Agency reserves the right and the discretion to decline to forward applications to its Clients if it considers them to be in breach of these Terms and Conditions.

7. Data Protection

Job Applicant Privacy Notice (compliant with GDPR)As part of any recruitment process, International Hospitality Recruitment Ltd collects and processes personal data relating to job applicants. The organisation is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

What information do we collect?

International Hospitality Recruitment Ltd collects a range of information about you. This includes:

- your name, address and contact details, including email address and telephone number;
- details of your qualifications, skills, experience and employment history;
- information about your current level of remuneration, including benefit entitlements;
- whether or not you have a disability for which the organisation needs to make reasonable



adjustments during the recruitment process; and

- information about your entitlement to work in the UK. International Hospitality Recruitment Ltd may collect this information in a variety of ways. For example, data might be contained in application forms, CVs or resumes, obtained from your passport or other identity documents, or collected through interviews or other forms of assessment.

We may also collect personal data about you from third parties, such as references supplied by former employers. We will seek information from third parties only once a job offer to you has been made and will inform you that we are doing so.

Data will be stored in a range of different places, including on your application record, in HR management systems and on other IT systems (including email).

Why does International Hospitality Recruitment Ltd process personal data?

We need to process data to take steps at your request prior to entering into a contract with you. We may also need to process your data to enter into a contract with you.

In some cases, we need to process data to ensure that we are complying with its legal obligations. For example, it is mandatory to check a successful applicant's eligibility to work in the UK before employment starts.

International Hospitality Recruitment Ltd has a legitimate interest in processing personal data during the recruitment process and for keeping records of the process. Processing data from job applicants allows us to manage the recruitment process, assess and confirm a candidate's suitability for employment and decide to whom to offer a job. We may also need to process data from job applicants to respond to and defend against legal claims.

International Hospitality Recruitment Ltd may process special categories of data, such as information about ethnic origin, sexual orientation or religion or belief, to monitor recruitment statistics. We may also collect information about whether or not applicants are disabled to make reasonable adjustments for candidates who have a disability. We process such information to carry out its obligations and exercise specific rights in relation to employment.

If your application is unsuccessful, International Hospitality Recruitment Ltd may keep your personal data on file in case there are future employment opportunities for which you may be suited. We will ask for your consent before it keeps your data for this purpose and you are free to withdraw your consent at any time.

Who has access to data?

Your information may be shared internally for the purposes of the recruitment exercise. This includes members of the HR and recruitment team, interviewers involved in the recruitment process, managers in the business area with a vacancy and IT staff if access to the data is necessary for the performance of their roles.

We will not share your data with third parties, unless your application for employment is successful and we make you an offer of employment. We will then share your data with former employers to obtain references for you, employment background check providers to obtain necessary background checks.

How does International Hospitality Recruitment Ltd protect data?

We take the security of your data seriously. We have internal policies and controls in place to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by our employees in the proper performance of their duties.

For how long does International Hospitality Recruitment Ltd keep data?

If your application for employment is unsuccessful, the organisation will hold your data on file for 6 (six) months after the end of the relevant recruitment process. If you agree to allow us to keep your personal data on file, we will hold your data on file for a further 6 (six) months for consideration for future employment opportunities. At the end of that period, or once you withdraw your consent, your data is deleted or destroyed. You will be asked when you submit your CV whether you give us consent to hold your details for the full 12 months in order to be considered for other positions or not.

If your application for employment is successful, personal data gathered during the recruitment process will be transferred to your Human Resources file (electronic and paper based) and retained during your employment. The periods for which your data will be held will be provided to you in a new privacy notice.

Your rights

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request;
- require the organisation to change incorrect or incomplete data;
- require the organisation to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing; and
- object to the processing of your data where International Hospitality Recruitment Ltd is relying on its legitimate interests as the legal ground for processing.

If you would like to exercise any of these rights, please contact us at enquiry@ihrhome.co.uk.

If you believe that the organisation has not complied with your data protection rights, you can complain to the Information Commissioner.



8. Liability

8.1 The Agency shall not be liable for any of the following:

8.1.1 The loss of any data, CV's or other materials submitted by the Candidate;

8.1.2 Any errors or inaccuracies present in the information presented to Candidates including, but not limited to, vacancy advertisements;

8.1.3 The failure of the Candidate to secure employment with any of its Clients whether caused by the negligence of the Agency, its employees or agents, or any other cause;

8.1.4 Any loss or damage of any kind, howsoever caused arising out of the negligence, misconduct, dishonesty, breach of faith or breach of contract on the part of any Client; and

8.1.5 Any loss or damage of any kind, howsoever caused arising out of any material submitted to the Agency by the candidate.

8.2 If the Agency is in breach of these Terms and Conditions, we will only be responsible for any losses to the extent that they are a foreseeable consequence to both of us. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

8.3 Nothing in these Terms and Conditions shall exclude or otherwise restrict the Agency's liability for death or personal injury arising out of its own negligence.

9. Indemnity

The Candidate shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services; its submission of any information set out in these Terms and Conditions or any other information; any applications it may submit to any Client; or any breach of any part of these Terms and Conditions.

10. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11. Notices

11.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Agency or by the Candidate.

11.2 Notices shall be deemed to have been duly given:

11.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

11.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

11.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

11.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

11.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

11.4 To inform the Employment Agency immediately of any changes to the information provided to the Employment Agency which may affect the Work-Seeker's ability to engage in a Placement, and to provide evidence of any relevant qualifications, together with any specific documentation requested by the Employment Agency, prior to the commencement of any Placement. This includes requirements of confirming identity as per the Employment Agencies Act of 1973.

12. Relationship of Parties

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Agency and the Candidate. The relationship between the Work-Seeker and Employment Agency shall not be one of employment; the Employment Agency shall have no obligation to offer a minimum number of suitable Placements. It shall be entirely within the discretion of the Employment Agency (based on the Client's requirements) whether the Work-Seeker is suitable for any particular placement and therefore passing the candidate's curriculum vitae to the Client.

13. Third Parties

Nothing in these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to these Terms and Conditions.

14. Severance

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder



of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15. Modification

15.1 The Agency may modify these Terms and Conditions at any time. In the event that modifications are made, details of them will be published forthwith on the Agency website at www.ihrhome.co.uk. Candidates will also receive an email detailing the modifications.

15.2 If the Candidate does not agree to be bound by any modified terms and conditions the Agency may introduce, they should immediately cease using the Services upon publication of those terms and conditions.

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

