

Terms & Conditions

Introduction

I acknowledge that, for the purposes of The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Conduct Regulations), in seeking employment for me Eden Scott will be acting as an employment agency / employment business. In providing its services, I understand that Eden Scott will use their reasonable commercial endeavours to put my details forward for posts which (based on the specifications and information I give it) Eden Scott reasonably thinks will be of interest to me. I accept that there is no guarantee as to placement.

My Information

I declare that the information given in this Candidate Registration Form, in my own Curriculum Vitae (CV), written references and other information from interviews or telephone conversations provided by me to Eden Scott are true and give an accurate and complete view of the details relevant to those considering me for employment.

I acknowledge that it is my responsibility to ensure my CV and registration details are kept up to date at all times. If any of the information I have provided changes I will promptly let Eden Scott know by calling/contacting Eden Scott.

I understand that I can contact my consultant / Kelsey Price to check what information is held on me to ensure it is accurate and up to date, amending or deleting any inaccurate information. Eden Scott's Privacy Notice explains what data we collect and how we use it. It is my responsibility to ensure that any referees I list are aware that I have forwarded their details to Eden Scott and that they may be contacted by prospective employers. I confirm that these individuals have consented to be my referees and to the use and disclosure of their details in the stated manner. I consent to Eden Scott confirming to my prospective employers that they may pursue and take up my references.

I authorise Eden Scott to disclose information including my CV and references in respect of an application or a speculative submission of my CV for a position to persons, companies or organisations who may be seeking to employ me. I am aware that in the event the information requested by Eden Scott is not supplied by either me or other persons or bodies,

or is not satisfactory, then my application may not be considered. I authorise you and/or any prospective employer to contact my previous employers and/or persons who have engaged me to provide information related to my employment with them. This information is to be used as a part of my application for work.

Additionally, if I have been employed or engaged by a client of Eden Scott and the information is found to be inaccurate or misleading, I accept my employment may be summarily terminated and Eden Scott may refuse to offer its services to me in the future.

Placement

Eden Scott will endeavour to obtain a suitable placement for me to perform work of the type specified by me.

Personal Data

I acknowledge and agree that relevant personal data will be collected from me when I apply, and my personal data will be used to manage my registration and subsequent job applications. I consent that relevant personal data may be passed to prospective employers but that such information shall only be used by them for the purposes of recruitment, selection and appointment.

I understand that I can request to export my personal data in a commonly-used or useable format at any time by contacting Lindsey Boxall / Kelsey Price.

I understand that, for the purposes of data protection legislation, Eden Scott will be a data controller and responsible for my data until such time as I am engaged by a client of Eden Scott.

I acknowledge that personal data will be processed fairly and lawfully in adherence with data protection legislation and that reasonable and appropriate measures are taken by Eden Scott to ensure that my personal data (including the information on my CV) is protected from unauthorised access or modification, unlawful destruction and improper use. However, I acknowledge that the internet is an open system and to the extent I have used the same to communicate with Eden Scott, Eden Scott while putting security measures into place cannot guarantee that the personal data I have submitted will not be intercepted by others.

General

I agree that once I have signed and agreed to any overseas employment contract through Eden Scott, should I withdraw prior to departing the UK or my point of hire, I am liable to repay costs relating to visa applications and/or medicals required to gain a work permit and any flights. I understand that no other costs are payable by me in respect of the provision of this service by Eden Scott.

I accept that Eden Scott may cease to provide the recruitment services to me if my conduct is such (whether before, during and/or after any placement/attempted placements) that Eden Scott (in its sole opinion) no longer wishes to provide me with recruitment services, including but not limited to where any engagement with a client of Eden Scott's ends due to my misconduct.

I confirm that Eden Scott may retain my application and may continue to use it until I advise it that I am no longer seeking employment through Eden Scott. I understand that approximately 2 years after my last contact with Eden Scott my application will, in any event, be deleted and/or destroyed from the electronic database ReFind. I understand that I may terminate my registration with Eden Scott at any time, in which case Eden Scott will permanently delete my account and all data associated with it.

I accept that the contract between myself and Eden Scott is governed by Scots law and that any dispute will be subject to the exclusive jurisdiction of the Scottish courts.

I understand that this contract is personal to me but consent that Eden Scott may assign and/or sub-contract its rights and/or obligations under this contract to third parties and will update me if they release to any other third party.

I accept that Eden Scott shall have no liability to me for any loss of profits, business or revenue, damage to goodwill, economic and/or other loss that was not reasonably foreseeable by it at the time of this contract. However, nothing excludes Eden Scott's liability for death or personal injury due to its negligence, fraud or any other liability which it cannot exclude as a matter of law. I understand that I can get further information about my legal rights from my local Trading Standards Department or Citizen's Advice Bureau.

Temporary / Interim Workers

Assignments

Eden Scott will endeavour to obtain suitable Assignments for me to perform work of the type specified by me. Eden Scott is not obliged to offer an Assignment to me and I shall not be obliged to accept any Assignment offered by Eden Scott.

If I accept an assignment, I shall:

- co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which I have been informed or of which I should be reasonably aware;
- co-operate with Eden Scott in the completion and renewal of all mandatory checks, including in relation to my right to work in the United Kingdom;
- where the Assignment involves working with any Vulnerable Persons, provide the Employment Business with copies of any relevant qualifications or authorisations including an up-to-date Basic Disclosure Scotland certificate and two references which are from persons who are not related to me;
- take all reasonable steps to safeguard my own health and safety and that of any other person who may be present or be affected by my actions on the assignment and comply with the health and safety policies of the Client;
- not engage in any conduct detrimental to the interests of Eden Scott or the Client;
- comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the assignment and applicable to the Client's business, including without limitation, any equal opportunities or non-harassment policies.

I acknowledge that no contract shall exist between Eden Scott and me between assignments. In the event of an emergency Eden Scott asks for contact details. I confirm that these individuals have consented to being my contact and providing their personal contact details. I give Eden Scott the authority to contact them in the event of an emergency.

At the same time as an assignment is offered to me, Eden Scott will provide me with a letter (the Assignment Letter) with the following information:

- the identity of the Client, and if applicable the nature of its business;
- the date the assignment is to commence and the duration or likely duration of the assignment;
- the position which the Client seeks to fill, including the type of work I would be required to do, the location at which, and the hours during which, I would be required to work;
- the Rate of Pay and any expenses payable by or to me;
- any risks to health and safety known to the Client in relation to the assignment and the steps the Client has taken to prevent or control such risks; and
- the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for me to possess in order to work in the assignment.

Remuneration and Time Sheets

Subject to me submitting properly authorised time sheets via Eden Scott's on-line time sheet system, Eden Scott shall pay to me the rate of pay specified in the relevant Assignment Letter for a particular Assignment. The minimum rate of pay Eden Scott reasonably expects to achieve for me is the lowest rate specified by me. This rate will be subject to review by me and Eden Scott.

Eden Scott shall pay me for all hours worked on a [weekly] basis regardless of whether Eden Scott has received payment from the Client for those hours. I acknowledge that, if I fail to correctly submit a properly authorised time sheet, any payment due to me may be delayed while Eden Scott investigates (in a timely fashion) what hours, if any, were worked by me. Eden Scott shall make no payment to me for hours not worked

Termination

Eden Scott, the Client or I may terminate the assignment at any time by giving one week's notice. Should a different notice period apply to a particular assignment, this will be specified in the Assignment Letter.

I acknowledge that the continuation of an assignment is subject to and dependent on the continuation of the agreement entered into between Eden Scott and the Client. If that agreement is terminated for any reason, the assignment shall cease with immediate effect without liability to me, except for payment for work done up to the date of termination of the assignment.

Unless exceptional circumstances apply, my failure to inform the Client or Eden Scott of my inability to attend work will be treated as termination of the assignment by me.