

EMPLOYMENT AGENCY CANDIDATE TERMS AND CONDITIONS

In accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003, Abercorn Sinclair Ltd, will act as an employment agency / employment business.

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 Abercorn Sinclair Ltd a company registered in Scotland under number SC 620633 whose registered office is at 93 George Street Edinburgh EH23ES
“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;
“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 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.

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 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.
- 3.4 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 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. **How We Use Your Personal Data (Data Protection)**

- 7.1 All personal information that the Agency may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Candidate's rights under the GDPR.
- 7.2 For complete details of the Agency's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Candidate's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Agency's Privacy Notice available from www.abercornsinclair.com/privacy-policy.

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.

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.

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 www.abercornsinclair.com. 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 therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.
- 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 therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.