



Candidate Terms of Business

Candidate - Terms and Conditions of Business

1 Acceptance of terms and conditions

A Candidate will be deemed to have accepted and agreed to these Terms and Conditions, when they submit their CV to KCCL or by virtue of their registration on our Website www.oliviahughesrecruitment.co.uk or KCCL provides Recruitment Services to the Candidate.

2 Definitions

In these Terms and Conditions, the following words will have the following meanings:

Affiliate in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;

Agreement the Agreement containing these Terms and Conditions;

Candidate any person who approaches KCCL, or is approached by KCCL with a view to being Introduced to its Clients for job opportunities;

Client any person, firm or company who approaches KCCL with a view to Engaging or otherwise employing a Candidate, or any person, firm or company to whom a Candidate is Introduced by KCCL;

Control in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be;

Data Protection Legislation up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

Engage(s) (or Engagement or Engaged) the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client;

Introduce (or Introduction) the provision to a Client of a curriculum vitae or any other details, whether written or oral, of the Candidate, whether or not the Candidate had knowledge of that Client before the Introduction;

KCCL Karen Collier Careers Limited, a company registered in England and Wales under company registration number 07298824, and whose registered office is at Bramble Cottage, Hackmans Lane, Cock Clarks, Chelmsford, Essex, CM3 6RE;

Party (or Parties) KCCL and the Candidate, and 'Party' will mean either one of them;

Recruitment Services the provision of recruitment services by KCCL.

3 Recruitment Services



3.1 KCCL provides Recruitment Services, subject to the terms and conditions of this Agreement.

3.2 The Recruitment Services are provided to the Candidate free of charge, on the basis that KCCL may be paid a fee by its Client.

3.3 KCCL does not represent, warrant or undertake to find a suitable position for the Candidate. Furthermore, KCCL is under no obligation to forward a Candidate's details to a Client where the Candidate is in KCCL's reasonable opinion unsuitable.

3.4 If the recruitment process includes an online application form, KCCL may with the Candidates consent complete the application form on a Candidate's behalf. In those circumstances KCCL will email the Candidate a list of the questions to be answered, and will use the answers provided to complete the online application form.

3.5 KCCL may review a Candidate's CV and reserves the right but has no obligation to correct grammatical and spelling errors contained therein and redact Personal Data prior to submitting it to a Client.

3.6 Unless otherwise agreed in writing, KCCL nor the Client is responsible for any out of pocket expenses including travel, parking and accommodation incurred by the Candidate in attending an interview with a Client. For the avoidance of doubt, if a Client agrees to reimburse a Candidate in respect of interview expenses the arrangement is a private one between the Candidate and the Client.

4 Candidate obligations

4.1 The Candidate will provide KCCL with :

4.1.1 a full and accurate Curriculum Vitae;

4.1.2 copies of qualifications and membership of professional bodies (if requested);

4.1.3 full and accurate information in response to a request under clause 3.4.

4.2 The Candidate acknowledges and agrees that by submitting his Curriculum Vitae to KCCL

4.2.1 he authorises KCCL to act on his behalf for the purpose of the Recruitment Services;

4.2.2 he authorises the disclosure of his CV, and other relevant information including qualifications to Clients and prospective Clients of KCCL. KCCL will not forward your Curriculum Vitae onto a Client without your prior consent.

4.3 The Candidate will notify KCCL immediately on the occurrence of the first of the following events:

4.3.1 he accepts an offer of employment from the Client; or

4.3.2 the commencement of an Engagement with a Client, including any Affiliate of the Client.

4.4 If requested by KCCL, a Candidate will provide names and full contact details of at least two referees whom the Candidate agrees KCCL and/or its Client may approach for the purpose of obtaining a reference for the Candidate.

4.5 The Candidate will inform KCCL immediately if he becomes aware of any circumstances which would render such Engagement detrimental to his interests or those of KCCL and/or the Client.

4.6 During the Recruitment Services, the Candidate will not engage in conduct which may have a detrimental impact on the reputation of KCCL or any Client.

5 Data protection



5.1 KCCL will comply with its obligations under the Data Protection Legislation.

5.2 Further information about how we may use Candidates Personal Data can be found in our Privacy Policy [\[insert link\]](#)

6 Warranties, liability and indemnities

6.1 It is acknowledged by the Candidate that our Client has the responsibility for review of Curriculum Vitae, the shortlisting of potential candidates for interview and any job offers.

6.2 KCCL gives no warranty as to the suitability of an Engagement for a Candidate. The Candidate will satisfy himself as to the suitability of the Client as a potential employer and the suitability of the job title and job specification before attending any interview or accepting a job offer.

6.3 KCCL is not liable to the Candidate for any loss, injury, damage, expense or delay incurred or suffered by the Candidate arising directly or indirectly from or in any way connected with the Introduction to or the Engagement, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of KCCL. In particular, but without limiting the generality of the foregoing, KCCL will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:

6.3.1 any failure of the Client to meet the Candidate's requirements;

6.3.2 any act or omission of a Client, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise including the Client's failure to

- (a) respond or rejection of your job application,
- (b) contact KCCL to confirm an interview after requesting an interview is arranged;
- (c) attend a confirmed interview;
- (d) provide any feedback after an interview;

6.3.3 the withdrawal by a Client of an oral or written job offer; or

6.3.4 any loss, injury, damage, expense or delay suffered by a Candidate.

6.4 KCCL is not liable to the Candidate in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Candidate of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

6.5 Except where clause 6.6 applies, KCCL's liability to the Candidate shall not exceed the aggregate of the fees paid by a Client for the Introduction of a Candidate.

6.6 Notwithstanding any other provision of the Contract, the liability of KCCL shall not be limited in any way in respect of the following:

- 6.6.1 death or personal injury caused by negligence;
- 6.6.2 fraud or fraudulent misrepresentation;
- 6.6.3 any other losses which cannot be excluded or limited by applicable law

6.7 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

7 General



7.1 In this Agreement unless the context otherwise requires:

7.1.1 words importing any gender include every gender;

7.1.2 words importing the singular number include the plural number and vice versa;

7.1.3 words importing persons include firms, companies and corporations and vice versa;

7.1.4 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

7.1.5 the headings to the clauses paragraphs of and schedules to this Agreement are not to affect the interpretation;

7.1.6 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

7.1.7 where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.

7.2 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on not less than 14 days written notice to the other Party.

7.3 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

7.4 Neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

7.5 This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

7.6 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

7.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

7.8 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

7.9 Any notice to be given under this Agreement will be in writing and will be sent by first class mail to the address of the relevant Party

8 Applicable law and jurisdiction

8.1 The validity, construction and performance of this Agreement is be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.