



CANDIDATE TERMS AND CONDITIONS

OCTOBER 2020

1. DEFINITIONS

- 1.1 Candidate: The person seeking to carry out work for a Client of Lily Shippen.
- 1.2 Client: A potential business where the Candidate may carry out work if Lily Shippen can secure a position.
- 1.3 Conduct Regulations: The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 1.4 Lily Shippen: Lily Shippen Ltd, 10008191, a company incorporated in England and Wales whose registered office is at Regency Court, 62-66 Deansgate, Manchester M3 2EN.

2. TERMS AND CONDITIONS OF BUSINESS

- 2.1 Under the Conduct Regulations, before Lily Shippen can provide the Candidate with any work-seeking services it needs to agree the terms which shall apply between Lily Shippen and the Candidate.
- 2.2 Lily Shippen therefore records the terms and conditions that will apply between Lily Shippen and the Candidate (unless the Candidate provides written notice to the contrary as set out at clause 3.1 below).
- 2.3 When Lily Shippen attempts to find the Candidate a temporary assignment with one of its Clients and where the Candidate (or the limited company through whom the Candidate is engaged) is paid by Lily Shippen, Lily Shippen shall be acting as an "Employment Business" as defined in the Conduct Regulations.
- 2.4 When Lily Shippen attempts to find the Candidate a Permanent or Fixed Term role directly with one of its Clients, then Lily Shippen shall be acting as an "Employment Agency" as defined in the Conduct Regulations.
- 2.5 Lily Shippen shall attempt to find the Candidate work of the type that the Candidate identifies would be the most appropriate for themselves and their career.
- 2.6 If Lily Shippen engages the Candidate on a temporary assignment:
 - (a) The Candidate shall be issued with a contract for services at that time;
 - (b) Subject to the terms of that contract for services, Lily Shippen undertake to pay the Candidate for work performed to a satisfactory standard during that assignment, irrespective of whether Lily Shippen is ultimately paid by its Client for those services;
 - (c) The notice periods in place between Lily Shippen and the Candidate will be agreed at the commencement of the assignment in consultation with its Client. Please note, it is unusual for a notice period to be longer than one month;
 - (d) Lily Shippen runs a weekly payroll for all properly verified work. Provided Lily Shippen has received proper verification from its Client by 5pm on a Monday stating that the



services have been performed, a payment will be made to the Candidate on the Wednesday and monies will be paid into the Candidates bank account by the Friday;

- (e) If the Candidate works as a PAYE worker, they will be entitled to 5.6 weeks (equivalent to 28 days for those working a five-day week) paid holiday entitlement per annum. Lily Shippen shall increase the Candidate's Base Rate of pay by 12.07% so that their weekly remuneration includes entitlement to paid holiday. When the Candidate takes time off work for holidays, they will not receive any additional payment as they will already have received all holiday pay through the increase to their Base Rate;
 - (f) If the Candidate works through a limited company, the limited company will not be entitled to any payment for holiday pay through Lily Shippen.
- 2.7 Most of Lily Shippen's Clients operate from a professional office environment. Generally, there will not be any health or safety risks involved in any roles that Lily Shippen introduces to the Candidate. If Lily Shippen becomes aware of any such risks, it shall advise the Candidate as soon as possible.
- 3. CONFIDENTIALITY**
- 3.1 By engaging with Lily Shippen, the Candidate confirms that any Client information (including the Client's name, location and any contact information) which is provided in confidence by Lily Shippen throughout the interview process shall remain fully confidential, until such time as an offer has been accepted or one of our consultants confirms otherwise. This includes disclosure to any other recruitment firms or direct companies.
- 4. IF THE CANDIDATE OBJECTS TO ANY OF THESE TERMS**
- 4.1 By accepting these terms, the Candidate confirms that they are happy to work under the terms and conditions detailed above.
- 4.2 If the Candidate does not agree to these terms and conditions, they should advise Lily Shippen promptly in writing within 5 working days of receiving this document. Any written notice to object should be sent via email to lily@lilyshippen.co.uk.



CANDIDATE DISCLOSURE AND CONSENT FORM

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2. DISCLOSURE AND CONSENT FORM

- 2.1 Under the Data Protection Act and GDPR 2018, Lily Shippen has obligations relating to the collection, storage and use of candidate's personal information. Lily Shippen also has obligations to its Clients and Candidates in relation to the Conduct Regulations, this requires certain background checks to be conducted when introducing a Candidate for engagement or employment with a Client.
- 2.2 Lily Shippen wishes to fully comply with its obligations under the Data Protection Act and GDPR 2018 and the Conduct Regulations, and therefore asks the Candidate to sign clause 2.3 confirm they have read and consent to the following:
 - (a) Lily Shippen may provide information about the Candidate (including but not limited to the Candidate's CV, role preferences, test scores, references, visa status and other background checking information), whether provided by the Candidate or a third party to a prospective employer or Client. This would usually take place after Lily Shippen has briefed the Candidate on the proposed position with the prospective employer or Client. Lily Shippen may supply information relating to the Candidate to a range of possible employers with the Candidate's verbal or written agreement.
 - (b) Lily Shippen may contact and collect information relating to the Candidate from a former employer or any person named by the Candidate as a referee.
 - (c) Lily Shippen may contact, and collect information relating to, the Candidate from any educational institution or professional body named within the Candidate's CV.
 - (d) The Candidate's information will be held by Lily Shippen at any of its offices, for the purposes of seeking suitable work for the Candidate and maintaining the Candidate's records. The Candidate's information may also be held by the prospective employers or Clients.
 - (e) If at any point the Candidate wishes for Lily Shippen to cease distributing their information to prospective employer or Clients; they must inform Lily Shippen in writing, or via the Candidate Portal, as soon as possible.



- (f) After the Candidate accepts an offer of employment or engagement, their information will form part of Lily Shippen's records but will be held in confidence and not disclosed to anyone, including any prospective employers or Clients, without the Candidate's prior consent or otherwise as required by law.
- (g) The Candidate undertakes that all information provided by them is correct, complete and not misleading. The Candidate understands that failure to provide accurate information, or the provision of incorrect or misleading information, breaches the agreement between Lily Shippen and the Candidate. This may be seen as gross misconduct and therefore grounds for dismissal by an employer or termination by a Client.
- (h) The Candidate understands that their information may be used by Lily Shippen for any legitimate business purposes connected to finding work-seeking services provided to the Candidate by Lily Shippen. Communications to the Candidate by text, telephone, email or otherwise may be used and are permitted.
- (i) The Candidate consents to their information being used for the above purposes by Lily Shippen and/or any of Lily Shippen's Clients that may employ or engage the Candidate in the future. The Candidate further consents to their information being passed between Lily Shippen's offices and databases where this is required to fulfil the legitimate business purpose of finding the Candidate employment.
- (j) Please note the Candidate has a right to access and correct the information relating to them.
- (k) The Candidate further consents to their information being passed to prospective employers or Clients of Lily Shippen throughout different locations, databases, affiliates and branch offices across the UK, EEA and sometimes the USA if this is required in connection with a proposed position. The Candidate also consents to Clients distributing their information within their organisations including to affiliates and sister organisations both in the UK and potentially elsewhere in the world, including outside of the European Economic Area, as part of any recruitment and selection process. If the Candidate's information is passed to such a location, database, foreign affiliate or branch office outside the UK, Lily Shippen will take reasonable steps to ensure that the Candidate's information is protected to the same level as within the UK.
- (l) Any photograph taken of the Candidate by Lily Shippen will be held on file for the purposes of identification only and will not be disclosed to any potential employers, Clients or other third parties unless required by law.

2.3 By accepting these terms, the Candidate confirms that they have read and consent to the above. The Candidate's data will not be processed by Lily Shippen until the such form is received.

"I (the Candidate) consent to the above terms and understand how my data will be collected, stored and used".