



EthicRecruit Limited Agreement: Education Applicant

These terms and conditions are between EthicRecruit Limited acting as an Employment Business (temp employment) and the work-seeker/applicant (“You”)

1. In this agreement, unless the context clearly indicates another intention:
 - (a) Reference to: one gender includes all other genders; the singular includes the plural and vice versa; a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision; a document is a reference to that document as from time to time supplemented or varied; writing includes fax, e-mail and similar means of communication; and to a person natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.
 - (b) Obligations undertaken by more than a single person are joint and several obligations.
2. You have requested EthicRecruit to search and find job opportunities with EthicRecruit’s clients (the “Hirer”). You are registered with EthicRecruit and this agreement is accepted by your continuing instructions and us acting on your behalf unless terminated. EthicRecruit will not charge you a fee for its services and The Employment Agencies Act 1973 (the “Act”) prohibits Employment Agencies and Employment Businesses from charging a fee for work finding services (unless it is acting in one of the permitted categories under the Act)
3. You agree that
 - (a) EthicRecruit will only introduce you to the Hirer. EthicRecruit does not guarantee any recruitment or other kind of engagement by the Hirer which will depend upon the absolute discretion of the Hirer as per the procedure set out by the Hirer. If selected, you will be under the supervision, direction and control of the Hirer without any liability upon EthicRecruit.
 - (b) the type of work which will be sought on your behalf will be teaching, lecturing, assessing, verifying, tutoring or similar education based roles.
 - (c) you are not an agent of EthicRecruit and do not have authority to enter into any commitment on its behalf unless specifically authorised in writing by EthicRecruit.
 - (d) neither this document nor the relationship between EthicRecruit and you constitutes a contract of employment or partnership and you have no rights pertinent to an employee against EthicRecruit and
 - (e) the terms of this agreement constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except agreed in writing by a manager at EthicRecruit.
4. You acknowledge that, in entering into this agreement, you do not rely on any representation, warranty or other term not forming part of this agreement.



5. You undertake and confirm that:
- You will fully co-operate and complete the recruitment process under the instruction of EthicRecruit and any express conditions of the Hirer
 - You will notify EthicRecruit immediately if any engagement is accepted or offered directly between you and the Hirer
 - You have all qualifications, whether medical or occupational and skills and experience for the purpose required by the Hirer as communicated by them or EthicRecruit
 - You have a right to work in the UK
 - You will provide immediately if you have not already done so, confirmation of your identity by supplying a copy of your passport or birth certificate
 - All certificates and information provided in support of your application are self verified by you to be true and correct
 - You have or will provide two referees who you agree we may contact to obtain references
 - If you are to work with under 18's you explicitly agree that you are suitable to work with vulnerable people and will notify us immediately of any convictions. You will also supply EthicRecruit with either a copy of your enhanced criminal records disclosure (DBS) immediately on request when you already hold one Where a new DBS is needed, if EthicRecruit do not receive a copy of the DBS, or a completed application form, or any information relating to a CRB/DBS (number, date etc.) then EthicRecruit reserve the right to terminate any assignment on immediate notice
 - You will not disclose or discuss rates of pay between other applicants, or contacts or workers at the Hirer's site
 - You will complete our registration and vetting processes and respond to all reasonable requests for information in a timely and complete manner and in any event within 48 hours of such written requests
 - You will not discuss the terms of this agreement and any information supplied by EthicRecruit with any third party to the prejudice of EthicRecruit's business interest
 - You are aware of the legal or professional requirements that must be satisfied before the work in question is carried out and if selected or engaged by the Hirer, you will comply with all laws and regulations relating to work and any specific instructions and policies of the Hirer
 - You will indemnify EthicRecruit for any breach of this agreement on your part. If EthicRecruit got the work you agreed to carry out, EthicRecruit is entitled to seek to recover of that loss from you by any lawful means and its actions in doing so would not constitute a detriment.
- You will not enter into any relationship with the Hirer by bypassing EthicRecruit during this agreement or within 12 months from the end date of any assignment, whichever is the longest.
- In the event of a dispute between EthicRecruit and the Hirer in relation to your introduction, you will assist us with all reasonable requests and provide EthicRecruit with copy documents and information in writing, which will include but not be limited to, confirmation of EthicRecruit representing you,



arranging interviews for you, you attending the Hirer's premises, copies of any offer letter or employment/engagement terms or contracts and payroll information, salary or fee/rates paid to you, including copy payslips, P45's, P60's etc.

- You will not deliberately and unlawfully withhold any property belonging to EthicRecruit or the Hirer or students/learners, including but not limited to assessments, school work, books, tools, kit and equipment. You will indemnify EthicRecruit for failure to comply with this obligation. You will also return any such property within 48 hours of a written request to do so. You are to maintain diligence in keeping all documents, items and materials secure and safe at all times in your possession
 - You agree that you will not disclose or show to third parties any confidential material or information that comes into your possession through EthicRecruit or the Hirer and your work or duties
6. You understand that all information about the Hirer and details of any vacancy with them as may be communicated from time to time by EthicRecruit to you are confidential. If without the written approval of EthicRecruit, any such information is passed to a third party which results in loss of any income or business opportunity to EthicRecruit, you will be liable to indemnify EthicRecruit's loss of fee that it was to receive from the Hirer.
 7. EthicRecruit endeavours to ensure the suitability of any Hirer introduced to you.
 8. This agreement shall continue unless it is terminated
 - (a) by either party on written notice of 30 days. This notice requirement of 30 days may be waived by the written consent of the party receiving such notice.
 - (b) by either party immediately upon giving notice in writing or via email in the following circumstances: you are in breach of any of the terms of this agreement; or you are or become incompetent or negligent in respect of any of his obligations under this agreement at the sole discretion of EthicRecruit; or you refuse to carry out the work reasonably and properly required of you under this agreement; or the Hirer terminates its agreement with EthicRecruit for which you have been or were to be introduced.
 9. Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
 10. You agree that you will not during this agreement and within one year of its termination, by any means and neither for himself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity for the Hirer, the effect of which is to compete with EthicRecruit.
 11. EthicRecruit will not be responsible for obtaining work and other permits, for the arrangements of medical examination and/or investigation into medical history for you.
 12. If you are successful and offered a position with the Hirer you will receive from us an assignment schedule detailing such offer.
 13. EthicRecruit undertakes that its work-seekers on temp assignments will be paid by EthicRecruit on the provision of submitted and authorised timesheets



through EthicRecruit's online timesheet management system (before it receives payment from the Hirer subject to applicable laws and regulations).

EthicRecruit will have the opportunity to satisfy itself by other means that you have actually worked prior to payment.

14. When you are temping

EthicRecruit will be acting as an employment business and you will either be paid through PAYE through a third party umbrella company (of your choice or other firm approved by EthicRecruit who conducts financial and compliance due diligence on umbrella companies) or self-employed provided certain recommended HMRC tests are satisfied.

(a) EthicRecruit does not employ its temp workers directly. Any annual holiday entitlement or payment in respect of such holidays will be set out in your employment contract provided by your umbrella company.

(b) Any contract entered into between EthicRecruit and you would be on a contract for service basis.

(c) Umbrella companies provide personalised net income calculations, employment rights, insurance policies, advances of pay against authorised timesheets and, comparisons and explanations of their services verbally and in writing. The exact nature of such fees and the services they provide will depend upon the terms of the relevant umbrella company. Fees are payable to the umbrella company itself not EthicRecruit. You will have the right to cancel or withdraw from any such umbrella service in accordance with each umbrella companies' terms. EthicRecruit can provide further verbal and written information at this stage (including material on a few different umbrella companies) should you require clarification of options.

(d) Payments will be made monthly to you (unless otherwise agreed) and EthicRecruit has a legal obligation to pay you whether or not it has been paid by the Hirer.

15. In the event EthicRecruit is searching for permanent opportunities for you, it will be acting as an employment agency and you will receive a placement letter on successful placement detailing the terms of any offer.

16. Any expenses to be reimbursed by EthicRecruit and paid to you will be authorised and signed by the Hirer in advance of incurring such expenses and will be receipted.

17. EthicRecruit will not be liable to you under or in connection with this agreement for any indirect or consequential loss or damage or any loss or damage to profit, revenue, savings, use, contract, goodwill or opportunity.

18. For the purposes of the Data Protection Act 2018 you consent to the processing of all or any of your personal data in manual, electronic or any other form) relevant to this agreement, by EthicRecruit and/or any agent or third party nominated by EthicRecruit and/or any subsidiary, group or associated company of EthicRecruit and which are bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.



19. Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication. When possible EthicRecruit and you agree to e-mail, scan and fax documents. If EthicRecruit receives documents (e.g. passport) by special or recorded delivery, EthicRecruit will return by the same.
20. EthicRecruit has robust policies and practices on equal opportunities, diversity and child protection focussing on the needs of you, EthicRecruit's staff and the Hirer. Copies are available on request.
21. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.
22. In the event of a dispute arising out of or in connection with this agreement and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by EthicRecruit and you then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation or an Employment Tribunal
23. This agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts