REGENCY SPECIALIST RECRUITMENT

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(In compliance with the regulations (April 2004) in place under the Employment Agencies Act, Regency		Bloomberg		
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Registration Doc. 2019 ©Regency Recruitment

**Print Name:** 

Dated:

Signed:

# Candidate Agreement

This Agreement is made between RR and the Candidate, on and subject to these terms.

#### 1. <u>Interpretation</u>

#### 1.1 In these terms:

- "Agreement" means these terms between RR and the Candidate including any documents referred to herein;
- "Candidate" means the individual named in the Schedule 1 and searching for permanent or fixed term work and "you" and "your" means the Candidate:
- "Client" means the business which instructs us in respect of the Requirement;
- "Confidential Information" means information relating to RR and the Client (if any) including without limitation, details of its clients, this Agreement, the Requirement, RR charges, and any other information which you might reasonably expect RR and/or the Client would regard as confidential:
- "Personal Data" shall, have the meaning ascribed in the Data Protection Act 1998 and shall include sensitive personal data;
- "Regulations" means The Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- "Requirement" means a request made to us by a Client for the introduction of a permanent or fixed term Candidate for the Role;
- "RR" means Regency Recruitment and references to "we", "us", and "our" shall mean RR;
- "Role" means a position for which the Client is seeking to recruit a permanent or fixed term employee;
- "Services" means our services described in Clause 4.

#### 2. Formation of the Agreement

- 2.1 This Agreement shall be binding on you where your acceptance is confirmed in writing, or where you have received a copy of these terms, you, by your conduct indicate your acceptance of them, (for example, by asking us to register your details on our database of work seekers and candidates), by commencing or indicating your intention to accept, any Role.
- 2.2 We shall perform the Services in accordance with this Agreement and this Agreement shall govern the Services to the exclusion of any other terms and conditions.

## 3. RR's Status

3.1 In providing the Services we act as an employment agency as defined in the Regulations.

#### 4. Service Description

- 4.1 Subject to this Agreement, we will:
  - (a) record your details including Personal Data in our database of work seekers and candidates;
  - (b) search for the type of permanent or fixed term employment which you have advised us you are seeking as set out in the Schedule 1;
  - (c) consider your suitability when carrying out selection services for Clients in relation to Requirements;
  - (d) at our discretion, provide your details to Clients;
  - (e) arrange for the Client to contact and/or interview you where agreed; and
  - (f) assist in concluding any negotiations between you and the Client for the Role; and
  - (g) provide you with the details of the Role which shall be set out in the form of Schedule 2 at the same time as or within 3 business days of an offer of employment made to you by the Client;
- 4.2 We will not enter into contracts on your behalf or receive money on your behalf;
- 4.3 We will inform the Client of any information which indicates that you are or may be unsuitable for the Role in which you have been introduced or employed.
- 4.4 You agree that we are not obliged to nominate you for a Role or obliged to procure that the Client accepts you for a Role.
- 4.5 In providing the Services we will not charge you a fee, and we will comply with the Regulations.

## 5. Your Obligations

- 5.1 In order for us to provide the Services, you agree that you will provide us with the following full and accurate information to our reasonable satisfaction:
  - (a) details of your qualifications, professional memberships, experience, training and work history;
  - (b) name, address and telephone number of at least two business referees;
  - (c) details of unspent criminal convictions and any other matters which may reasonably impact the reputation of any Client which engages you, if requested:
  - (d) supporting evidence to verify your identity, qualifications, professional memberships, experience and training and other relevant matters;
  - (e) evidence that you have the legal right to work in the United Kingdom; and
  - (f) any further details which we may reasonably request to confirm your suitability for the Role.
- 5.2 You consent to our use of all information (including Personal Data) which we obtain about you in relation to the provision of our Services and to provide us promptly with updates to the information in the event of any changes.
- 5.3 You undertake that you will notify us if, within the 12 months following your introduction to a Client, you provide services (whether on an employed, fixed term or self-employed basis) to the Client or a person connected to the Client (always provided this obligation does not require you to notify us of the identify of any future employer).
- 5.4 You shall not disclose to the Client or any third party any information concerning these terms between us on the basis that this is confidential information.

# 6. Data Protection

6.1 You acknowledge and agree that in order for us to perform the Services, we may need to process, store and disclose Personal Data to RR employees, advisors, Clients and to potential Clients which may include transferring your data to countries outside the European Economic Area.

# 7. Termination

7.1 Either party may terminate this Agreement at any time by giving written notice to the other party.

# 8. <u>Limitation of Liability</u>

- 8.1 Nothing in this Agreement shall exclude or limit RR's liability to you for (i) fraud, (ii) death or personal injury caused by RR's negligence or (iiii) any other liability to the extent that the same may not be excluded or limited as a matter of law.
- 8.2 RR shall not be liable to you under or in connection with this Agreement, or any collateral contract, for any indirect or consequential loss or damage of any kind, including insofar as they are indirect or consequential, any loss of income or loss of opportunity in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

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## 9. Confidentiality

9.1 The parties will at all times keep Confidential Information acquired prior to or in consequence of this Agreement confidential and shall not disclose Confidential Information to any third party without prior written consent. On termination of this Agreement for whatever reason you will return all Confidential Information to us if requested.

#### 10. General

- 10.1 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.
- 10.2 Nothing in this Agreement creates a partnership or relationship of employer and employee or agent and principal between us.
- 10.3 No variations to the terms of this Agreement shall be effective unless made in writing and signed by each party.
- 10.4 A failure by either party to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right and shall not prevent a party subsequently enforcing such right thereafter.
- 10.5 If any provision of this Agreement is judged to be, invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 10.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no party other than the named parties to this Agreement shall be entitled to enforce any term of it.
- 10.7 Any notice to be given pursuant to this Agreement shall be sent to the intended recipient's registered office address or any other address as notified from time to time. Notice shall be in writing and shall be deemed to have been served on delivery if sent by hand, 48 hours after despatch if sent by post, and on confirmation of transmission if sent by facsimile.
- 10.8 Any of the provisions of this Agreement expressed to take effect in whole or in part on or after termination, or are capable of having effect after termination, shall remain in full force and effect despite termination.
- 10.9 This Agreement shall be construed in accordance with the laws of England and the parties agree that the English courts shall have exclusive jurisdiction in relation to all claims.

# SCHEDULE 1 - Details of Candidate and types of work

Candidate name:		
Candidate address:		
Candidate contact numbers:		
Type of permanent or fixed term work for which we will seek to place you (based on the details of your skills and experience which you have provided to us):		
I accept this Agreement:		
Signed:	Dated:/	
Print Candidate's Name:		

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# Candidate Opt-In Form

Under the new General Data Protection Regulations (GDPR) RMS need explicit consent from individuals to process, collect and store your data for the purpose of work-finding services. Regency Recruitment is committed to being compliant and keeping your information private and secure. As part of the registration process with Regency Recruitment it is now necessary that you sign the consent form to enable Regency Recruitment to find work for you. Please sign the form below, and retain a copy for your files.

I understand that the Company's clients will consist of all businesses in which Regency Recruitment have an active business relationship or are engaged in business with for the purposes of recruitment and HR.

I understand that the processing and sharing of my personal data is necessary for the purposes of recruitment, marketing and business development.

I hereby give my consent to the Company to process the following information:

# **Personal Data**

- Name
- Date of birth
- Contact details, including telephone number, email address and postal address
- Experience, training and qualifications
- CV
- National Insurance Number
- Driving Licence Number
- Bank Details

# **Sensitive Personal Data**

- Disability/ health condition relevant to the role
- Criminal convictions relevant to the role
- Ethnicity (optional)

I consent to the Company processing the above personal data for the following purposes:

- For the Company to provide me with permanent or temporary work-finding services.
- For the Company to process with or transfer my curriculum vitae / personal data to their clients in order to provide me with work-finding services.
- Process my data for the purposes of maintaining internal records.
- For the Company to process my data onto recruitment portals with a view to potential clients contacting me in relation to temporary or permanent work-finding services.

The consent I give to the Company will last for as long as necessary for the purpose it was collected and once the Company no longer need it, it will be deleted or anonymised. I am aware that I have the right to withdrawer my consent at any time by completing the Candidate Withdrawal Form.

Candidate Name:	 	 
Candidate Signature:	 	 
Date:		