



**GLOBAL TALENT 2020 LIMITED
SERVICES CONFIRMATION**

IMPORTANT NOTICE

EXECUTING THIS AGREEMENT WILL CREATE LEGALLY BINDING OBLIGATIONS BETWEEN GLOBAL TALENT 2020 LIMITED AND THE CANDIDATE ENGAGING THE SERVICES OF GLOBAL TALENT 2020 LIMITED. IF YOU ARE IN ANY DOUBT WHATSOEVER ABOUT THE TERMS OF THIS AGREEMENT OR THE POTENTIAL CONSEQUENCES THEREOF WE STRONGLY URGE YOU TO TAKE INDEPENDENT LEGAL ADVICE

| | |
|------------------------------|--|
| Candidate | |
| Position(s) sought | |
| Effective Date of engagement | |

This Services Confirmation, together with the Terms and Conditions attached forms the entire Agreement between Global Talent 2020 Limited and the Candidate in respect of recruitment services.

Accepted and agreed by [] on behalf of Global Talent 2020 Limited ***Accepted and agreed by []***

Signature

Signature

Name

Name

Title

Title

Date

Date

TERMS AND CONDITIONS– FOR CANDIDATES

1 Definitions and Interpretation

1.1 The following expressions in these Terms and Conditions shall have the following meanings:

“Agreement” the contract between the Company and the Candidate for the provision by the Company of recruitment services for the Candidate incorporating these Terms and Conditions;

"Business Day" a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business;

“Candidate” any person introduced to a Client by the Company with a view to Engagement;

“Client” any person, firm, company or other organisation or entity which contracts with the Company with a view to procuring the recruitment services of a Candidate;

“Company” Global Talent 2020 Limited incorporated in Scotland under the Companies Acts (Registered Number SC657001) and having its registered office at 22 Stafford Street, Edinburgh, EH3 7BD;

“Data Protection Legislation” for the purposes of these Terms and Conditions, the General Data Protection Regulation (Regulation (EU) 2016/679) (**“GDPR”**) and any other laws applicable in the United Kingdom or the European Union from time to time that relate to data protection, privacy or the use of information relating to individuals including the Data Protection Act 2018;

“Engagement” the employment, hire, engagement or use, directly or indirectly and whether under a contract of service or contract for services or otherwise of the Candidate by a Client, or any third party to whom the Company or a Client has introduced the Candidate, on a permanent, temporary or other basis under any form of contract or relevant agreement;

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

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

“Terms and Conditions” the terms and conditions as set out in this document and any subsequent variations as agreed in writing by the Company and the Candidate or updated in accordance with clause 2.2.

1.2 In these Terms and Conditions:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.3 words denoting the singular number only shall include the plural and vice versa;

- 1.2.4 reference to the masculine gender shall include the feminine and neutral genders and vice versa;
- 1.2.5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.7 any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 1.2.8 unless the context otherwise requires, references to clauses are to the clauses of these Terms and Conditions;
- 1.2.9 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- 1.2.10 the headings are inserted for convenience only and shall not affect the construction thereof.

2 The Agreement

- 2.1 The Candidate shall be deemed to have entered into the Agreement, and accepted and agreed to be bound by these Terms and Conditions upon either their submission of any information or data to the Company or their application to a Client, whichever occurs first.
- 2.2 The Company may update these Terms and Conditions from time to time for legal or regulatory reasons. The Company will make reasonable efforts to notify Candidates of any changes.
- 2.3 These Terms and Conditions supersede all previous terms of business, documentation or communication between the Parties.
- 2.4 These Terms and Conditions do not give rise to a contract of employment between the Company and the Candidate nor shall they constitute a partnership or joint venture.

3 The Recruitment Services

- 3.1 The Company is in the business of procuring employment and accordingly nothing in these Terms and Conditions shall restrict the Company from acting for any third party and providing to it services the same or similar to those set out in these Terms and Conditions.
- 3.2 The Company shall provide its services to the Candidate at no cost to the Candidate.
- 3.3 The Company shall inform the Candidate of any and all vacancies in respect of which it is engaged by a Client and for which the Candidate is, in the Company's reasonable opinion, suitable and which meet the Candidate's requirements.
- 3.4 Whilst the Company shall use its 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 all available vacancies.

- 3.5 Whilst the Company requires its Clients to ensure that all information provided to it is complete, accurate and up-to-date, the Company 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 or up-to-date.

4 **Candidate Obligations**

- 4.1 The Candidate must not engage in any conduct which is detrimental to the interests of the Company, would be reasonably likely negatively to affect the Company's relationship with any Client or is likely to bring the Company into disrepute.
- 4.2 The Candidate shall, as soon as reasonably practicable after the Agreement commences, provide the Company with satisfactory evidence of their identity which shall include, but not be limited to, a certified copy of the Candidate's passport, birth certificate or driving licence.
- 4.3 The Candidate confirms that all information provided to the Company is true and accurate and up-to-date in all material respects and that any documentation provided as evidence to the Company is in the form of original documents or certified copies of the original documentation.
- 4.4 In the event that the information submitted by the Candidate to the Company becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Company as soon as is reasonably possible.
- 4.5 If, in respect of any prospective employment, the Candidate is required by law, any professional body or by any Client to hold or have any experience, training qualifications and/or authorisations, the Candidate shall provide the Company with: (a) up to date copies of such qualifications and/or authorisations; and (b) the names of two referees (who are not relatives of the Candidate) who the Candidate agrees that the Company or the relevant Client may approach at any time for the purpose of obtaining references about the Candidate.
- 4.6 Where any of the information submitted to the Company 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 Company prior to submitting the information.
- 4.7 The Candidate consents to the disclosure of all relevant information (which is reasonably required to progress any application) including but not limited to copies of qualifications, authorisations and/or references, by the Company to Clients.
- 4.8 The Candidate shall attend any interview arranged by the Company with a Client with satisfactory evidence of their identity as well as all relevant documentation relating to their experience and qualifications.
- 4.9 The Candidate shall immediately inform the Company should there be any reason or circumstance under which it would be detrimental to the interests of the Company, any Client or the Candidate for the Candidate to take up a particular position with a Client.
- 4.10 The Candidate shall inform the Company of any interviews arranged between a Client and the Candidate, excluding those already organised by the Company with the relevant Client on behalf of the Candidate.
- 4.11 The Candidate acknowledges that any offer of employment is subject to the receipt of satisfactory references with respect to the Candidate.

- 4.12 In the event that the Candidate is unable to take up an Engagement that has been agreed with a Client the Candidate shall notify the Company and the relevant Client as soon as is reasonably practicable, together with the reasons for why the Candidate is unable to take up such Engagement.
- 4.13 If, following an Introduction from the Company to a Client with respect to the Candidate, the Candidate receives an offer of employment or Engagement to work for or with a Client Introduced by the Company, the Candidate shall inform the Company immediately and provide the Company with full details of the offer including a copy of the offer letter/contract of employment if requested.
- 4.14 The Candidate shall notify the Company immediately if there is any reason why they are unable to continue with Engagement with the Client or if they no longer wish the Company to seek suitable employment for them.

5 **Company Obligations**

- 5.1 The Company shall use its reasonable endeavours to secure a suitable Engagement for the Candidate but shall be under no obligation to find employment for the Candidate.
- 5.2 The Company shall take all reasonable steps to ensure Clients are professional and courteous but cannot be held responsible for the conduct of any third parties.
- 5.3 An offer of employment by a Client is not made until written details are received from the relevant Client. The Company does not accept any responsibility and shall not be liable for any loss suffered by the Candidate in connection with the acceptance of such an offer, these Terms and Conditions or otherwise (including, but not limited to loss caused by reason of the Candidate's decision to resign from his/her current employment or any existing Engagement before or after receipt of a Client's written offer).

6 **Limitation of Liability**

- 6.1 Subject to clause 6.2 and clause 7, a Party (the "First Party") shall not be liable for any losses (direct or indirect) incurred by the other Party (whether or not due to the failure of the First Party to comply with these Terms and Conditions) except for those losses which can reasonably be foreseen by the First Party would result from its failure to comply with these Terms and Conditions provided that any such liability of the Company shall be limited to the sum insured under the professional indemnity insurance policy held by the Company in the insurance year in which the Candidate's claim is first notified.
- 6.2 This clause 6 does not exclude or limit in any way the Company's liability for:
- 6.2.1 death or personal injury caused by the negligence of the Company; or
 - 6.2.2 fraud or fraudulent misrepresentation; or
 - 6.2.3 any other matter for which it would be illegal or unlawful for the Company to exclude or attempt to exclude the Company's liability.

7 **Indemnity**

The Candidate shall indemnify the Company against any costs, liability, damages, loss, claims or proceedings which may arise out of its submission of any information set out in these Terms and Conditions or any other information or any applications it may submit to any Client or any breach of any part of these Terms and Conditions.

8 Termination

- 8.1 The Agreement shall continue until the recruitment services have been provided or any subsequent date as mutually agreed in writing by both Parties or until terminated by either Party in accordance with these Terms and Conditions.
- 8.2 The Company may terminate the Agreement without notice at any time and for any reason at the Company's sole discretion.
- 8.3 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the Parties arising in any way out of the Agreement as at the date of termination.

9 Data Protection

- 9.1 All personal information that the Company may use will be collected, processed, and held in accordance with the Data Protection Legislation and the Candidate's rights under the GDPR.
- 9.2 The Company acknowledges that it is a data controller for the purposes of the Data Protection Legislation. For complete details of the Company'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 Company's Privacy Notice available from www.globaltalent2020.com.

10 Force Majeure

Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, pandemics, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the affected Party shall be entitled to a reasonable extension of its obligations.

11 Third Parties

These Terms and Conditions are made for the benefit of the Parties and their successors and permitted assignees and are not intended to benefit, or be enforceable by, anyone else.

12 Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 Waiver

The failure by either Party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

14 Notices

- 14.1 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 Company or by the Candidate.

- 14.2 Notices shall be deemed to have been duly given:
- 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 14.2.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 14.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.
- 14.3 All notices under these Terms and Conditions shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

15 **Governing Law and Jurisdiction**

These Terms and Conditions, and any non-contractual obligations arising therefrom, shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.