

Terms of Business

We are Finda Recruitment Limited (10152275) of King House, Nether Wallop, Stockbridge, Hants, SO20 8EQ. Below are our terms of business which govern the recruitment services we offer both clients and applicants.

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Company” means Finda Recruitment Ltd (10152275), King House, Nether Wallop, Stockbridge, Hants, SO20 8EQ.

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 who has requested the services or information about such services delivered by the Company.

“Applicant ” means any person who has applied to a job advert managed by the company, contacted the Company directly in respect of finding work, held on the Company database, contacted by the Company directly about a job or been passed to the Company by the Client for the purpose of applying for a job.

“Job Boards” will include but is not limited to any media where jobs will be advertised on behalf of the Company or its Clients, this includes websites, printed media, TV or Radio Or Social Media Sites. The Company will use its best endeavours to utilise the most appropriate Job Boards for the Client by selling off the shelf packages or customised solutions.

“Recruitment Services” can include any services offered by the Company designed to assist the Client with the recruitment of a vacancy this includes but is not limited to the following:

- Vacancy Advertising
- Candidate Management & Communication
- Applicant Tracking Software Provision
- CV Screening and Shortlisting
- Telephone Interviewing
- Video Interviewing
- CV Searching and Applicant Sourcing
- Management of Assessment Centres and Interviews
- Assessment Tools or Testing Software

“Vacancy” means a job opportunity offered by the Client which is being managed by the Company. This includes job opportunities advertised on our own website as well as 3rd party Job Boards.

“Campaign” relates to the Recruitment Services being offered by the Company for a specific Vacancy on behalf of the client.

1.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.3 The Company reserves the right to utilise any job boards it feels are suitable for the Vacancy being advertised unless specific Job Boards have been instructed by the Client.

1.4 The Client agrees to the use of its brand or logo by the Company for the purposes of advertising a Vacancy, delivering the required Recruitment Services and marketing purposes. The Company will require a copy of the client’s company logo/s in a suitable format either .jpg, .gif, .png.

1.5 References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.

2. THE CONTRACT

2.1 These terms of business are designed to regulate the relationship between the Company, Applicants and Clients in respect of any Campaigns or provision of Recruitment Services the Company provides.

2.2 These terms of business are deemed to be accepted by the Client when the Recruitment Services of the Company have been requested for in writing. Writing includes any form of written communication including email, text message or any other form of electronic communication and correspondence.

2.3 Unless otherwise agreed in writing by a Representative of the Company, these Terms of Business shall prevail over any other Terms of Business or purchase conditions put forward by the Client.

2.4 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Company.

3. NOTIFICATION AND FEES

3.1 The Client agrees:

1. a) To pay the Company the amount agreed for a specific Campaign or provision of Recruitment Services. The Client may hire more than one Applicant from the same Campaign at no additional cost. Any additional Recruitment Services requested during a Campaign will be charged at an agreed rate and invoiced separately. (Recruitment Services have varying fees, which will be agreed at the point of order). The Client is paying for the Recruitment Services provided by the Company as a vacancy advertising, candidate attraction and management solution, and the Company cannot be held accountable for the success of a campaign by it leading to hire or not.
2. b) All fees are payable immediately on engagement of the Companies Recruitment Services unless an account has been opened for the Client subject to satisfactory Credit Check being obtained. For all account Clients an invoice will be issued with 7 day payment terms. All fees are non-refundable and subject to VAT.

3.2 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 10% per annum above the Bank of England base rate from the due date until the date of actual payment. The company also reserves the right to revoke any agreed discounts or special offers for amounts which remain unpaid after this period of 14 days and the amount due will revert to the original full price before discounts or special offers were applied.

3.3 The Applicant agrees:

1. a) That the Company will store personal information including but not limited to Curriculum Vitae and other documentation required for the purposes of securing work and pass this information on to its Clients or other 3rd parties for this sole purpose. Where an Applicant applies for a vacancy using a Job Board the Company, Client and Applicant are bound by the policies of these specific Job Boards and agree to those terms as well as these and our Privacy Policy.

3.4 The Company agrees:

1. a) To maintain confidentiality between all Applicants, Clients and any 3rd Parties in respect of any job application, discussion or communication where confidentiality is assured.
2. b) To only run campaigns on Job Boards once approval has been received from the Client.
3. c) To act in good faith on behalf of all Clients and Applicants.

4. INTRODUCTIONS

4.1 If requested as a Recruitment Service the Company will filter applications and deliver the most relevant applicants to the Client in a format agreed with the Client. These Applicants will be screened in line with a criteria agreed with the Client and any relevant legislation before shortlisted Applicants are passed to the Client.

4.2 The Company will manage all Applicants using its purpose built Applicant Tracking Software. Clients who want Applicants delivered to their own systems or databases must request this in writing and provide the Company with all the information required to manage this delivery of Applicants.

4.3 Clients will have full access to their own area of the Companies Applicant Tracking Software to view Applicants who have applied to one of their own Campaigns for up to 3 months after the Clients last Campaign has ended. After this 3-month period Clients who wish to access Applicant data must pay the Company an administration fee for all works carried out to extract and deliver applicant data to them in a suitable format. This fee would be no more than £500+VAT

5. INTRODUCTIONS TO 3RD PARTIES

5.1 The Client agrees that all Applicant data will be held on the Company database and that the Company has the right to communicate with all applicants who are held on this database for the purposes of finding work. This will include the company introducing applicants to 3rd parties where suitable opportunities exist for the applicant.

5.2 The Client also agrees that they won't share applicant details with any 3rd party for any reason what so ever other than where legally required to do so.

5.3 If the Client ignores 5.2 and introduces an applicant to a 3rd party for any reason other than where legally required to do so the Client will be liable for any breach of data regulations including GDPR and any fines resulting from such breach of data security regulations. The Company will also charge a fee of £5,000 for any breach of this clause as compensation for work required to report and administrate a claim for a breach of data security regulations. This fee is due immediately and is imposed to deter the Client from passing on confidential applicant information to 3rd parties and ensure all data security regulations are complied with.

5.4 The charge of any fees outlined in 5.3 will be waived if the Client receives written authorisation from the Applicant and Company to pass on such information to a 3rd party.

6. SUITABILITY & CANDIDATE CHECKS

6.1 The Company endeavours to ensure the suitability of any Applicant sent to the Client but cannot be held responsible for the representations made by any Applicant to the Company or Client. The Client must satisfy itself as to the suitability of the Applicant and shall be responsible for the uptake of any references provided by the Applicant before engaging such Applicant. The Client shall also be responsible for obtaining right to work documentation and other permits if required, for the arrangement of medical examinations and/or investigations into medical history of any Applicant and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

7. CONFIDENTIALITY & DATA PROTECTION

7.1 The Company and the Client both agree to maintain the highest standards of professionalism before, during and after any Campaign including keeping information confidential between the parties.

7.2 The Company strives to keep all Client and Applicant information and data secure this includes all electronic information which is stored on the Company database and systems. However, the Company or its Clients can't be held responsible for cyber-attacks, virus or malicious actions which result in confidential Applicant or Client or Company data being obtained by a 3rd party unlawfully.

7.3 The Client is also in receipt of confidential and potentially sensitive data from the Company and Applicants. The Client assures reasonable steps will be taken to protect all confidential and sensitive information in line with Data Protection legislation and will be held responsible for any failings or losses as a result of Data Protection Laws not being adhered to.

As a minimum, the Client will ensure the following:

- only act on the written instructions of Finda Recruitment (the controller);
- ensure that people processing the data are subject to a duty of confidence;
- take appropriate measures to ensure the security of processing;
- only engage sub-processors with the prior consent of the Finda Recruitment (the controller) and under a written contract;
- assist Finda Recruitment (the controller) in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- assist Finda Recruitment (the controller) in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- submit to audits and inspections, provide Finda Recruitment (the controller) with whatever information it needs to ensure that the Client and Finda Recruitment are both meeting their Article 28 obligations;
- tell Finda Recruitment (the controller) immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state;
- assist Finda Recruitment (the controller) in meeting its obligations to data subjects under chapter III of the GDPR, by having appropriate technical and organisational measures in place;
- assist Finda Recruitment (the controller) in meeting its Article 32 obligation to keep personal data secure;
- assist Finda Recruitment (the controller) in meeting its Article 33 obligation to notify personal data breaches to supervisory authorities, including the ICO;
- assist Finda Recruitment (the controller) in meeting its Article 34 obligation to advise data subjects when there has been a personal data breach;
- assist Finda Recruitment (the controller) in meeting its Article 35 obligation to carry out data protection impact assessments (DPIAs);
- assist Finda Recruitment (the controller) in meeting its Article 36 obligation to consult with our supervisory authority where our DPIA indicates there is an unmitigated high risk to the processing;
- delete or return all personal data to the Finda Recruitment (the controller) as requested at the end of the contract

7.4 The Client may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR;

7.5 if it fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR;

7.6 if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR;

7.7 if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR.

8. LIABILITY

8.1 The company accepts a maximum aggregate liability to Clients and Applicants for any loss arising out of or in connection with this agreement or the Recruitment Services provided. This shall not exceed two thousand Pounds (£2,000).

8.2 The Company shall in no event be liable for any indirect loss, regardless of whether such losses are foreseeable and whether or not caused by our negligence arising out of or in connection with the Recruitment Services offered.

8.3 The Company are not liable for any of the following:

- Loss of revenue
- Loss of opportunity
- Loss of employment
- Loss of reputation; or
- Loss or corruption of data

In each case whether direct or indirect.

8.4 Nothing in these Terms shall have effect so as to limit the company liability for loss or damage arising out of personal injury or death or acts of fraud.

8.5 All introductions of Applicants to the Client are made in line with current anti-discrimination law and all reasonable steps are taken to ensure all anti-discrimination laws are complied with. The Company accepts no responsibility or liability should a Clients recruitment process prove to be in contradiction of any anti-discrimination laws or an advert approved for posting by the client on a job board is subsequently found to breach any such laws.

9. TERMINATION

9.1 The company may terminate this agreement at its sole discretion if: after providing written notice of breach of these terms such breach is not rectified within 5 working days where they are capable of remedy, or at once if such breach is considered serious or can't be remedied.

the Recruitment Services of the company are being used for an improper or unethical reason. This includes if a client is looking to offer a service or product in competition with the company's own services.

9.2 Applicants or Clients can terminate this agreement and cease to use the Recruitment Services provided by the company by giving the company 28 days written notice at any time. We will then close your account once any amounts outstanding are paid and will remove all Applicant data from our systems.

10. GOVERNING LAW AND JURISDICTION

10.1 The laws of England and Wales govern this agreement and all non-contractual obligations arising out of it. The parties submit to the exclusive jurisdiction of the English Courts.