

Candidate Terms and Conditions

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agency”	means Foundations Corp LTD a company registered in The United Kingdom under registration number 12495265 whose registered office is at 86-90 Paul Street, London, EC2A 4NE;
“Candidate”	means any person, firm or company including any subsidiary or associated business or corporate body as defined by s1159 of the Companies Act 2006 (as amended) introduced by the Agency to the Client for an Engagement;
“Client”	means any person, firm or company including any subsidiary or associated business or corporate body of the Client as defined by s1159 of the Companies Act 2006 (as amended) to whom a Candidate is introduced;
“Engagement”	means any employment, engagement or use by a Client of a Candidate whether part or full time, with or without a contract;
“Introduction”	means the provision of a Candidate’s details to the Client (in writing or orally) whether submitted by the Agency or received by the Client as a direct or indirect result of the Agency’s activities (including the details of any internal Candidate of the Client), or the Client’s interview or meeting with a Candidate (whether in person, by telephone or other means), following the Client’s instruction to the Agency to search for a Candidate and which ultimately leads to the Engagement of the Candidate;
“Remuneration”	means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Candidate for services to a Client;
“Services”	means all services provided by the Agency to the Candidate as set out in these Terms and Conditions.
“Third Party”	means any company or person who is not the Candidate.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression thereof, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 “these Terms and Conditions” or “Terms” is a reference to these Terms and Conditions and each of the Appendix as amended or supplemented at the relevant time;

1.2.3 an Appendix is an appendix to these Terms and Conditions;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or a paragraph of the relevant Appendix; and



- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 Words imparting persons include firms, companies and corporations and visa versa.
- 1.6 Words referring to definitions listed above shall include all variations of case usage e.g. "Terms" and "terms".
- 1.7 References to any gender shall include any other gender.

2. **The Contract**

- 2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other terms and conditions these Terms and Conditions shall prevail and supersede all previous terms of business unless agreed otherwise in writing by a Director of the Agency.
- 2.2 In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such Terms or parts shall be severed and the remaining Terms and Conditions shall continue to be valid and enforceable to the fullest extent of the law.
- 2.3 Any failure by the Agency to enforce at any particular time any of the clauses pursuant to these Terms and Conditions shall not be deemed a waiver of such rights or of the right to enforce these Terms and Conditions subsequently.
- 2.4 The Candidate shall be deemed to have accepted and agreed to be bound by these Terms and Conditions upon either their submission of any information or data to the Agency; or their making an application to a Client, whichever occurs first.
- 2.5 The Agency may update or modify these Terms and Conditions at any time.
 - 2.5.1 In the event that modifications are made, details of them will be published forthwith www.foundations-exec.com. Candidates will also receive an email detailing the modifications.
 - 2.5.2 If the Candidate does not agree to be bound by any modified terms and conditions the Agency may introduce, they should immediately cease using the Services upon publication of those terms and conditions.
- 2.6 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

3. **The Services**

- 3.1 The Agency shall provide its services to the Candidate as an employment agency free of charge to the Candidate.
- 3.2 The Agency shall make all reasonable efforts to inform the Candidate of any and all vacancies for which the Agency deems the Candidate is suitable for and which meet the Candidate's requirements.
- 3.3 Whilst the Agency shall use its best and 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 available vacancies.

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

4. Candidate Information

- 4.1 In order to use the Services, the Candidate shall be required to provide details which shall include, but not be limited to, those regarding their proof of ID, contact information, qualifications, training, experience, right to work in the United Kingdom, employment history, and references. The Agency requires such details in order to match the Candidate with the appropriate Clients and vacancies.
- 4.2 The Candidate must ensure that all information submitted to the Agency and Client is, to the best of their knowledge, true, accurate, complete and up-to-date.
- 4.3 In the event that the information submitted to the Agency or Client becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to both the Agency as soon as is reasonably possible.
- 4.4 Where any of the information submitted to the Agency or Client 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 Agency and Client prior to submitting the information.

5. Applications

- 5.1 When applying for a vacancy, the Candidate must ensure that they:
 - 5.1.1 have read the complete details of the vacancy;
 - 5.1.2 understand the requirements of the vacancy;
 - 5.1.3 meet the requirements of the vacancy;
 - 5.1.4 possess any requisite qualifications required by the vacancy; and
 - 5.1.5 have obtained or applied for any relevant permits or authorisations.
- 5.2 When completing forms or any other application documents the Candidate shall ensure that the details included on the form are to the best of their knowledge, true, accurate, complete and up-to-date.
- 5.3 The Candidate authorises the Agency to act on their behalf for the purpose of recruitment and forward the Candidate's details to Clients for the purpose of relevant vacancies. In the event that the Candidate wishes to apply for multiple vacancies to the same Client, they must submit separate applications for each vacancy.
- 5.4 The Agency is not responsible for any costs or expenses incurred by the Candidate during the application process, including but not limited to: travel, parking, accommodation, relevant permits or certificates.



5.5 The Agency reserves the right and the discretion to decline to forward applications to its Clients if it considers them to be in breach of these Terms and Conditions.

6. Offers and Engagements

6.1 The Candidate must notify the Agency immediately of any offer of Engagement from the Client.

6.2 The Candidate must notify the Agency immediately of the acceptance of any offer of Engagement by the Client and provide the Agency with a copy of the job offer, contract, and Remuneration package.

6.3 The Candidate must notify the Agency immediately of any changes to the Candidate's contract or Remuneration package during the first 12 months from the date of commencement of any Engagement.

6.4 The Client is responsible for payment of Remuneration to the Candidate.

7. How We Use Your Personal Data (Data Protection)

7.1 All personal information that the Agency may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Candidate's rights under the GDPR.

7.2 For complete details of the Agency'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 Agency's [Privacy Notice](#).

8. Liability

8.1 The Agency shall not be liable for any of the following:

8.1.1 The loss of any data, CV's or other materials submitted by the Candidate;

8.1.2 Any errors or inaccuracies present in the information presented to Candidates including, but not limited to, vacancy advertisements;

8.1.3 The failure of the Candidate to secure employment with any of its Clients whether caused by the negligence of the Agency, its employees or agents, or any other cause;

8.1.4 Any injury, loss or damage of any kind, howsoever caused arising out of the negligence, misconduct, dishonesty, breach of faith or breach of contract on the part of any Client; and

8.1.5 Any injury, loss or damage of any kind, howsoever caused arising out of any material submitted to the Agency by the Candidate.

8.2 If the Agency is in breach of these Terms and Conditions, we will only be responsible for any losses to the extent that they are a foreseeable consequence to both of us. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

8.3 Nothing in these Terms and Conditions shall exclude or otherwise restrict the



Agency's liability for death or personal injury arising out of its own negligence.

9. Indemnity

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

10. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11. Notices

11.1 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 Agency or by the Candidate.

11.2 Notices shall be deemed to have been duly given:

11.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

11.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

11.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

11.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

12. Relationship of Parties

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Agency and the Candidate.

13. Third Parties

Nothing in these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to these Terms and Conditions.

14. Law and Jurisdiction

14.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and



construed in accordance with, the laws of England and Wales.

- 14.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.