

LIMITED COMPANY CANDIDATE AGREEMENT – TEACHER SUPPLY

We are Servoca Resourcing Solutions Limited trading as **Dream Education** (throughout “we”, “us”, “our” and “ours”) of 41 Whitcomb Street, London, WC2H 7DT including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies (as defined by s.736 and s.309A Companies Act 1985).

You are (a) [ENTER UMBRELLA COMPANY] which has its registered office at [ENTER UMBRELLA COMPANY ADDRESS] (“Company”) being a limited company through which you provide your services and

(b) **CANDIDATE NAME** of **INSERT HOME ADDRESS** being an individual representing the Company, “Representative” refers to you as a representative of the Company, and “you” and “your” refers to you the individual and the Company unless otherwise expressed.

Introduction: We are in the business of providing services to locate work for persons registered on our database of candidates and introducing such candidates to our Clients with a view to direct engagement by a Client. You are seeking work, have provided us with your personal details to be registered on our database of candidates, and have asked us to locate work for you. We are prepared to seek work for you on the basis set out in the Agency Terms or the Schedule (terms relating to contract work) depending upon your requirements, and you wish to accept our services.

Agency Terms

- 1 Whilst your details are registered on our database
- (a) we may from time to time and at our sole discretion, operating as an Employment Agency under the Regulations, search for employment opportunities for you, usually within the Work Types and if we consider any opportunity may be suitable we may inform you of any terms proposed
- (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed.
- 2 If you wish us to find temporary contract work for you, we may do so in accordance with clause 6.
- 3 This agreement will continue until terminated on one week’s written notice by one party to the other save that you may not give notice during any period of Assignment under the Schedule.

your obligations

- 4 In consideration of registration of your personal and company details on our database, whilst you are so registered, you agree
- (a) to provide us with a full and accurate personal curriculum vitae and company resume if you have not already done so, details of VAT registration, and, if we shall request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that you disclose
- (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health or ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions), together with details of any periods of sickness you may have taken during the year preceding the date of this agreement and whether such sickness or any matter relating to it may in your proper opinion be likely to reoccur
- (c) to our retention and use of all information and documents we obtain, either from you or from any other party relating to you, for any purpose relevant to this agreement
- (d) that clause 4(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects
- (e) if we request references, to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations
- (f) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

General

- 5 It is further agreed that
- (a) whilst we shall at all times act in good faith, we may remove your registration from our database at any time, and we have no obligation to provide you with any information or service other than as specifically, and to the extent, stated in this agreement or required by law
- (b) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you
- (c) you recognise that a Client may withdraw an opportunity at any time before an engagement, and, whilst we shall endeavour to obtain

- (d) accurate information from a Client, whether as to a role, nature of the work or otherwise, we cannot guarantee its accuracy
- (d) we shall not be liable for any loss claimed by the Company other than in respect of our own breach of contract, unless expressly provided for by statute; in the event that either you the individual or the Company shall bring any claim against us that would be in breach of this provision, you shall fully indemnify us in relation to such claim including proper legal costs incurred by us; furthermore we shall not be liable for any loss or damages
- (i) arising out of any representation made by a Client to you, or by us to you in good faith deriving from inaccurate information provided by a Client to us
- (ii) for any action, tort or breach of contract by a Client
- (iii) if work found for you is not suitable
- (iv) for any failure by us to provide any information or service save to the extent strictly required by law
- (e) without prejudice to clause 5(d) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
- (f) where liability is joint it shall be joint and several
- (g) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent
- (h) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination
- (i) the provisions of this agreement are reasonable
- (j) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force
- (k) clauses intended to have effect following termination shall survive termination
- (l) this agreement is the sole agreement between you and us and supersedes any previous agreement relating to our services
- (m) you have not relied on any representations made by us that are not set out in this agreement
- (n) this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
- (o) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.
- 6 If we locate temporary contract work that may involve our supply of you to a Client, we may offer you such work. If you accept the work offered the terms set out in the Schedule to this agreement apply from the date of your acceptance until the date the work ceases in each and every case. The Schedule is for all purposes a separate agreement contained within this document for convenience only, but is subject to the terms set out in clauses 4 and 5 with the exception of clause 5(l).

Definitions and meanings relevant to this section

Client - a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in engaging you, or does engage you, or who may wish to utilise your services in any way

Regulations - The Conduct of Employment Agencies and Employment Businesses Regulations 2003

Work Types - the Types of work that we shall seek for you are suitable positions in the Education Sector.

AGREEMENT

In consideration of the mutual obligations set out in this agreement you the Representative and the Company accept and agree the Agency Terms and terms in the Schedule which you together acknowledge you have fully read and understood. Note: You may confirm your acceptance of these terms by signing within the Form of Proposal, or by confirming your acceptance orally, by email or by fax. Should you request us to seek work for you any time after you have received these terms, your request shall be deemed to be your acceptance of these terms.