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**EMPLOYMENT AGENCY CANDIDATE TERMS AND CONDITIONS**


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**BACKGROUND:**

These Terms and Conditions shall apply to the provision of Services by the Agency to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Agency in writing.

**1. Definitions and Interpretation**

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

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| <b>“Agency”</b>                   | means Montgomery Watt Ltd a company registered in England under number 8225785 whose registered office is 20-22 Wenlock Road, London. N1 7GU;   |
| <b>“Candidate”</b>                | means any person using the Services for the purposes of finding employment;   |
| <b>“Client”</b>                   | means any person, firm or company including any associates or subsidiaries to whom the Candidate may be introduced;   |
| <b>“Personal Data”</b>            | means data relating to a living individual (in this case the Candidate) that enables them to be identified and includes, but is not limited to, the Candidate’s name, address, telephone number and email address;                              |
| <b>“Registration”</b>             | means any submission of details for the purposes for engagement or use by a Candidate of the Agency’s services, whether part or full time, with or without a contract;  |
| <b>“Introduction”</b>             | an introduction will be deemed to have taken place where the Agency has provided a Client with any information concerning a Candidate, or where a Client interviews a Candidate following an instruction from the Client to locate a Candidate; |
| <b>“Remuneration”</b>             | means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Candidate for services to a Client   |
| <b>“Confidential Information”</b> | means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;   |
| <b>“Services”</b>                 | means the employment agency services provided by the Agency to the Candidate as set out in these Terms and Conditions.  |

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
  - 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
  - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 1.2.6 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 References to any gender shall include the 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 shall prevail unless agreed otherwise in writing by Duncan Watt or Claire Watt, Directors of the Agency.
- 2.2 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.
- 2.3 These Terms and Conditions supersede all previous terms of business.

## 3. The Services

- 3.1 The Candidate is deemed to have agreed these Terms and conditions, available at the Agency website at [www.montgomerywatt.com](http://www.montgomerywatt.com) upon registration with the Agency.
- 3.2 The Candidate shall have the facility to browse vacancy advertisements and apply for any vacancies that it so chooses.
- 3.3 The Agency shall provide its services to the Candidate to provide permanent recruitment services that is to say we will act as an agency as defined under the Employment Agencies Act 1973 at no cost to the Candidate.
- 3.4 The Agency shall use best and reasonable endeavours to assist you in your desire to seek employment within the field of Property Management.
- 3.5 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.
- 3.6 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. **Vacancy Notifications**

- 4.1 If the Candidate has chosen to receive email updates of vacancies that are relevant to them from the Agency, the provisions of this Clause 4 shall apply.
- 4.2 Emails shall be sent to the Candidate weekly and shall contain listings of vacancies submitted to the Agency within the previous week which match the Candidate's criteria.
- 4.3 The Agency shall be under no obligation to send such emails and cannot make any guarantee with regard to the number of vacancies featured in each email.

#### 5. **Candidate Information**

- 5.1 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 contact information, qualifications, training, experience, employment history and references. The Agency requires such details in order to match the Candidate with the appropriate Clients and vacancies.
- 5.2 The Candidate must ensure that all information submitted to the Agency is, to the best of their knowledge, true, accurate, complete and up-to-date.
- 5.3 In the event that the information submitted to the Agency becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Agency as soon as is reasonably possible.
- 5.4 Where any of the information submitted to the Agency 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 prior to submitting the information.

#### 6. **Applications**

- 6.1 When applying for a vacancy, the Candidate must ensure that they:
  - 6.1.1 have read the complete details of the vacancy;
  - 6.1.2 understand the requirements of the vacancy;
  - 6.1.3 meet the requirements of the vacancy;
  - 6.1.4 possess any requisite qualifications required by the vacancy; and
  - 6.1.5 have obtained or applied for any relevant permits or authorisations.
  - 6.1.6 have the right to work independently in the UK
- 6.2 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.
- 6.3 In the event that the information submitted to a Client becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Client as soon as is reasonably possible.
- 6.4 Where any of the information submitted to a 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 Client prior to submitting the information.
- 6.5 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.

#### 7. **Data Protection**

- 7.1 The Agency will collect certain Personal Data and other information from the Candidate which is required for the provision of the Services. Such Personal Data is collected, held

and processed by the Agency for the following purposes:

- 7.1.1 Providing information regarding vacancies and other relevant information to the Candidate;
- 7.1.2 Matching relevant Candidates and vacancies; [and]
- 7.1.3 Monitoring and improving its services[.] OR [; and]
- 7.2 The Agency is a data controller under the Data Protection Act 1998 and as such is registered with the Information Commissioner's Office.
- 7.3 Subject to sub-Clause 7.4, the Agency shall not share any Personal Data with any third parties without the consent of the Candidate.
- 7.4 The Agency may share Personal Data with the following parties without the prior consent of the Candidate:
  - 7.4.1 Another business which merges with or acquires the Agency;
  - 7.4.2 Regulatory bodies or law enforcement authorities; and
  - 7.4.3 Any professional advisors, contractors or sub-contractors that the Agency may appoint from time to time.
- 7.5 Any third parties in receipt of Personal Data under sub-Clause 7.4 shall be subject to the provisions of the Data Protection Act 1998.

## 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 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 loss or damage of any kind, howsoever caused arising out of any material submitted to the Agency by the candidate.
- 8.2 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, 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. Termination

- 11.1 Either party shall be entitled to terminate this Agreement without cause or for convenience upon providing the other party with not less than 1 (one) month prior written notice.
- 11.2 Either party shall be entitled to terminate this Agreement forthwith upon written notice to the other party in the event that:
- 9.2.1 the other party has committed a material breach of this Agreement or persistent breaches hereof, and continues in default for thirty (30) days after written notice thereof has been given to such party with a request that such breach or breaches be remedied (where capable of remedy); or
- 9.2.2 the other party passes a resolution or a court of competent jurisdiction makes an order that such party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of such party's business or any part thereof, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver, manager or administrator or which entitle the court otherwise than for the purpose of bona fide reconstruction or amalgamation to make a winding up order, or such party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- 11.3 The expiration or termination of this Agreement hereunder shall not operate so as to affect such of the provisions hereof as are expressed to operate or have effect after termination thereof and shall be without prejudice to any obligations which shall have accrued and be owing prior thereto.

## 12. Notices

- 12.1 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.
- 12.2 Notices shall be deemed to have been duly given:
- 12.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- 12.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 12.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 12.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 12.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## 13. 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.

**14. 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.

**15. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

**16. Modification**

16.1 The Agency may modify these Terms and Conditions at any time. In the event that modifications are made, details of them will be published forthwith on the Agency website at [www.Montgomerywatt.com](http://www.Montgomerywatt.com) and the candidates will be informed via email.

16.2 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.

16.3 Unauthorised alterations or changes made to this Agreement are invalid. Any alterations or changes made to this Agreement can only be made with the written agreement an executive director/legal representative of Montgomery Watt Ltd.

**17. Law and Jurisdiction**

17.1 These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

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