

GCS STANDARD TERMS OF BUSINESS FOR THE PROVISION OF RECRUITMENT SERVICES



1. Definitions

- 1.1. “GCS” shall mean GCS IT Recruitment Specialists Limited, or any of its subsidiaries, whose registered office is located at Wesley Gate, 70-74 Queens Road, Reading, Berkshire RG1 4AP. Registered in England, No 05609278.
- 1.2. “Candidate” means the person to whom the details within a CV, or within a Candidate record, refers.
- 1.3. “CV” means the brief outline (curriculum vitae or résumé) of a Candidate’s education, training, skills and employment experience which is sent to GCS by the Candidate for distribution for the purpose of securing a permanent work placement or a contract assignment
- 1.4. “the Client” means any individual, company or organisation to whom placement services are provided by GCS under these Terms and/or to whom copies of CVs are made available.
- 1.5. “Candidate Information” means the contact details, and any other private information provided by the Candidate to GCS.
- 1.6. “Services” means the search and selection placement services provided by GCS for the Client and/or supplying copies of CVs and Candidate Information to the Client and any other services identified to be provided to the Client by GCS.
- 1.7. “Special Conditions” means the special conditions (if any) agreed in writing between GCS and the Client for a specific circumstance or contractual arrangement.
- 1.8. “Terms” means these Terms and Conditions of Business.

2. Terms between the Candidate and GCS

- 2.1. These Terms are between GCS and the Candidate, and govern the obligations of both parties under any contract for the provision of the Services.
- 2.2. These Terms shall take immediate effect in substitution of all previous terms relating to the contents hereof, whether written, oral or implied between GCS and the Candidate.
- 2.3. These Terms are deemed to be accepted by the Candidate upon the application for a position or registration of the Candidate with GCS for the purpose of GCS providing Services.
- 2.4. No variation or alteration to these Terms shall be valid unless expressly agreed and confirmed in writing by a Director of GCS.

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- 2.5. By registering as a Candidate with GCS you agree that we may review your work experience details, skill sets and qualifications in order to place you in what GCS believes to be a suitable employment position or contract assignment and furthermore you agree that GCS may have, on request, exclusive rights to those details. In the event that you have registered your details with multiple agencies, GCS will request that you grant GCS exclusive rights to use your details prior to submitting you as a candidate to a client. You agree that such a request is reasonable and that permission will not normally be withheld. Furthermore if required, you will inform the Client of such an exclusive arrangement.
- 2.6. The Candidate agrees to take all reasonable efforts to ensure the accuracy of any information given verbally, in writing or stated on a CV and will indemnify and keep indemnified GCS against any costs, claims, damages, expenses and liabilities incurred by GCS, whether direct or indirect (including but not limited to legal or other professional fees and loss of profit), arising out of any claim settlement or proceeding brought by a third party as a result of the provision of the Services using the Candidate information provided.
- 2.7. GCS shall keep confidential any personal details contained within the CV or other Candidate information received from the Candidate in accordance with the wishes of Candidate.
- 2.8. Should the Candidate accept a contract assignment with the Client, the Candidate agrees to provide their services via a UK-registered Limited Company under the 'GCS Standard Project Terms of Business for the Supply of Consultancy Services (Consultancy)*'
- 2.9. These Terms and Conditions shall be deemed to have been made in England and shall be governed and construed in all respects in accordance with English Law.

DECLARATION

I confirm that I have the legal right to work in the country required within this agreement.

I agree to be bound by these Terms in all circumstances where GCS agrees to provide Recruitment Services to assist me in seeking a permanent work placement or a contract assignment with a Client of GCS.

I have read, understand and agree to these GCS Terms of Business.

Signed by:

Date

For and on behalf of THE CANDIDATE

*Available upon request