



Work Seekers Agreement and Terms & Conditions of Engagement

We are Saffron Vantage Ltd (company number 12277369) of 9-11 The Mill, Copley Hill Business Park, Cambridge Road, Babraham, Cambridge, CB22 3GN (thereafter also referred to as “the company”, “we”, “us” and “our/s”).

Saffron Vantage Ltd provides work seeking services to candidates who have registered. Where work is found we provide arrangements for candidates to provide services to our clients: either via a direct employment with our client or via an intermediary company (who may be our partner payroll company or a personal service company of the candidate). If we find work which you wish to undertake, a separate agreement will be entered into at that time in accordance with one of the aforementioned forms of engagement.

However, to enable Saffron Vantage Ltd to offer and locate work on your behalf, we are required to provide you with certain information as to the format and terms of the potential engagement. In recognition of this and to give us authority to provide the services, you will need to sign this Pack as directed below. We shall only seek work on your behalf on the basis set out in this agreement.

Our services

Whilst your personal details are registered on our database, it is agreed that:

- (a) We may search for opportunities for you from time to time and at our absolute discretion. If we consider any opportunity may be suitable for you to undertake, we may inform you of the opportunity.
- (b) Where appropriate, we may arrange an interview with a client and may conduct negotiations with clients. However, we offer no guarantee that when you are informed of an opportunity that the client will make an offer of work to you.
- (c) We have no obligation to provide you with any information or service other than as stated in this agreement or required by law.
- (d) 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.
- (e) You accept that a client may withdraw an opportunity at any time before an engagement, and, whilst we shall endeavour to obtain accurate information from a client, whether as to a role, duration, nature of the work or otherwise, we cannot guarantee its accuracy.
- (f) We may remove your registration details from our database at any time.

Work Seeker/Candidate

Permanent Candidates:

If you have requested Saffron Vantage Ltd to find permanent or contract roles, we will provide these services on the following basis:

1. We are to provide you permanent recruitment services that is to say we will act as an agency as defined under the Employment Agencies Act 1973.
2. You authorise Saffron Vantage Ltd to seek work on your behalf.
3. You wish us to seek employment within the construction sector that we Specialise.

Temporary Workers:

Saffron Vantage Ltd also provides work-seeking services for temporary workers engaging via an intermediary company, being either our partner payroll company (the Partner Intermediary) or a personal services company. If we are to provide you with these services we will act as an employment business as defined under the Employment Agencies Act 1973 and the intermediary company will be engaged on a contract for services, under which you will be supplied to provide the Services.

Form 2: Engagement via our Partner Intermediary Company

If you have not previously worked as a Limited Company Contractor and are not employed in a personal services company and/or would like to be engaged through our Partner Intermediary, then you will need to agree to be engaged under their standard terms. Please note that this means you will be employed (or engaged under a contract for services) by the Partner Intermediary and not us.

Please note; if you wish to proceed on this basis we will provide, separately, the details of the Partner Intermediary, an explanation of the key terms on how your employment will work, as well as a copy of the Partner Intermediary's terms of engagement.

Form 3: Engagement as a Limited Company Contractor via the Candidate's Personal Service Company

If you have previously worked as a Limited Company Contractor and would like to be engaged through an intermediary which is a personal service company, then this Company will need to agree to be engaged on Saffron Vantage Ltd's standard terms. This engagement can be to supply employees within or opted out of the Conduct Regulations 2003.

Please note that we will contract directly with the personal service company and you will continue to be employed by that company on your existing terms.

Your personal details

2. In consideration of registration of your personal details on our database, you agree:
- (a) To provide us with a full and accurate summary of your personal employment history, proper evidence of your entitlement to work in the United Kingdom and evidence of any qualifications, such as certificates or diplomas, all in accordance with the applicant registration form.
 - (b) To provide us with any information we reasonably request which is relevant to the decision of a client to engage you. We do not routinely operate health screening but in some cases we may request details relating to your health where this may affect your ability to perform tasks which are intrinsic to the role. We may also request details of any criminal convictions in accordance with our statutory obligations.
 - (b1) In accordance with the Working Time Regulations 1998, regular night workers are offered a free health assessment prior to starting night work and at regular intervals thereafter. A self-assessment questionnaire is available upon request.
 - (b2) In accordance with the Working Time Regulations 1998, you are required to inform us of any other paid work or self-employment that you undertake. This allows us to ensure your total working hours comply with legal limits. We will not be liable for any breach of the Regulations arising from hours worked elsewhere which you have not disclosed to us. It is your responsibility to ensure that your combined working hours and rest periods across all employments comply with the Regulations.
 - (c) To notify us immediately of any change in any of the information that you have provided to us at any time.
 - (d) To our retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of both our work finding services and our statutory obligations.
 - (e) To the provision of such information and documentation to a client and relevant use by the client. You may withdraw your consent by notice in writing to us at any time.
 - (f) To the provision of such information and documentation to a partner company for the purposes of payment.
 - (g) At our request to provide us with names and contact details of suitable referees.

General Terms

3. It is further agreed that:
- (a) Where you are engaged by a client, whether directly or via our Partner Intermediary or another third party of your choice, you will be solely responsible for the contractual arrangements between you and the client or any third party.
 - (b) This agreement may be terminated by either party giving one week's written notice to the other.
 - (c) This agreement is the sole agreement between you and us and supersedes any previous agreement, whether written or oral.
 - (d) You have not relied on any representations made by us that are not set out in this agreement.
 - (e) This agreement may only be varied by the written agreement of both parties.

- (f) If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction, to be invalid, unenforceable or unlawful, the other provisions shall remain in force.
- (g) If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the parties.
- (h) The Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.
- (i) You will not be directly be Employed/Engaged by Saffron Vantage Ltd.
- (j) I authorise Saffron Vantage Ltd to pass my details on to thirds parties and/or their payroll providers.

I confirm that the information supplied to Saffron Vantage Ltd may be used for Recruitment and Consulting purposes under the Data Protection Act 1998. I confirm that I am duly authorised to acknowledge and accept the Terms and Conditions of Engagement for Work seekers. By signing below or through digital signatures/agreement, I agree to all terms and conditions of this document. Digital signing through tick-boxes will also apply where reference to (and confirmation of reading) this document has been given.

Signed

Print name

Date

On behalf of Saffron Vantage Ltd