

## Standard Terms of Business for Candidates Looking for Work

Welcome and thank you for registering with us. We are now acting on your behalf to help you find a suitable permanent or temporary position. By registering with us you are deemed to agree to the following terms:

### 1. Definitions

'Candidate' means a person seeking work using OPR's recruitment services with a view to being employed on a either a temporary or permanent basis

'Client' means the person or business instructing OPR Resourcing Specialists to source and introduce Candidates to it with a view to employing a Candidate on a temporary or permanent basis.

### 2. Obligations of the Candidate

2.1 Before OPR can begin to seek work on behalf of the Candidate, the Candidate must provide OPR with the following:

- 2.1.1 A CV
- 2.1.2 acceptable proof of identity and right to work in the United Kingdom;
- 2.1.3 If looking for temporary work the names of two referees (who are not relatives of the Candidate) who the Candidate agrees for OPR to approach at any time for the purpose of obtaining references regarding their employment background.

2.2 In addition to your CV certain employers may require additional information or documentation to be submitted at the outset. These could include copies of your academic or professional qualifications. You agree to provide these on a timely basis as and when required.

2.3 The Candidate is responsible for ensuring that all and any information provided to OPR by the Candidate is true, complete, accurate and up to date.

2.4 The Candidate acknowledges that it will not engage in any conduct which could be detrimental to the interests of OPR or its clients.

2.5 The Candidate is fully aware that in the event OPR receives or obtains information indicating that the Candidate is or may be unsuitable to work for or be employed by the Client OPR may be obliged to, and if so, will inform the Client of this information.

2.6 The Candidate agrees to notify OPR immediately upon receiving an offer of employment from a Client and will provide full details of the terms of the offer. The candidate understands that OPR accepts no liability for any loss or expense suffered by the Candidate should the Client withdraw any offer of employment at any time for any reason.

2.7 All information supplied to you by OPR, regarding vacancies or assignments is classed as highly confidential information. When we inform you of the identity of a firm (or such

information as enables you to identify the firm) with a current vacancy or assignment, you agree not to approach such firm except through OPR or discuss this opportunity with peers or other recruiters.

2.8 The Candidate agrees that OPR may, from time to time, contact the Candidate by way of E-mail, SMS, telephone, or any other type of communication.

### 3. Obligations of OPR

3.1 OPR's primary function is to act as a facilitator between a prospective employer and you, a prospective Candidate. OPR will use reasonable endeavours to look for employment for the Candidate and where appropriate, introduce the Candidate to a Client. OPR are however under no obligation to find employment for the candidate.

3.2 Introductions will only be made if OPR, at its sole discretion, considers it appropriate to do so. The Candidate accepts that OPR can give no warranty as to the ultimate suitability of any vacancy it does find. OPR cannot guarantee to find a suitable vacancy for each Candidate or that a Candidate will be ultimately selected by a Client.

3.3 OPR are acting on your behalf and will therefore submit your CV to any potential vacancy or Client it feels is suitable to your requirements unless otherwise instructed by you.

3.4 If an offer of employment is made to a Candidate you agree that although you have engaged us to act as your agent, we are not authorised by you to conclude a contract with an Employer which has the effect of creating legally binding rights and duties between you and them. Any decision you make to join a firm is your responsibility and you are required to investigate and satisfy yourself of the integrity of such an Employer, the career prospects and their suitability.

3.5 OPR undertakes that all services provided by us to the Candidate under these Terms will be provided free of charge to the Candidate.

3.6 You, the Candidate, are entitled to give us notice to end this Agreement and to ask us to cease providing a recruitment service at any time.



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## **OPR Privacy Statement**

Here at OPR we take your privacy very seriously and are committed to protecting the privacy of our candidates and clients. OPR are a Data Controller and our legal basis for collecting and processing your data is one of "Consent". By registering with OPR or sending us your CV you are giving your consent for us to process your personal data for a specific purpose i.e. to find you a new job. We also have a "Legitimate Interest" in that we are providing work-finding services to both clients and candidates as part of our business. OPR Ltd are a member of the Information Commissioners Office (ICO) and we will ensure that the information you submit to us either via our website, the job boards or at our office is used only for the purposes set out in this policy.

### **The information we collect and how we use it:**

OPR will collect your personal details, which includes but is not limited to, your name, contact details, date of birth and other information provided to us from your CV / Registration Card. This will also include sensitive information such as your passport (to confirm your eligibility to work in the UK) and bank details (if you start temporary work through us). We have put in place suitable physical, electronic and managerial procedures to safeguard and store the information we hold. Should there ever be a data breach this will be reported to the Information Commissioners Office. Your personal data will be used and disclosed by us as follows:

1. To provide our services to you;
2. To enable us to submit your CV to our clients for general applications or to apply for specific jobs
3. To assist us in finding a position that is most suitable for you and to send your personal information (including sensitive personal information) to clients in order to apply for jobs;
4. To advise you of new vacancies, news and competitions via e-mail or phone. Where we do so, you will be able to unsubscribe from such communications;
5. To fulfil contractual obligations with our clients
6. To third parties where we have asked them to provide services that you or our clients have requested, such as employment referees, qualification and criminal reference checking services or skills tests.
7. To third parties who perform functions on our behalf, such as our outsourced payroll team (David Howard Payroll). OPR Ltd will ensure that these third parties comply with similar undertakings of privacy and confidentiality and are GDPR compliant.
8. We may also release personal information to regulatory or law enforcement agencies, if they require us to do so.
9. We may also seek your consent to collect, hold, use and disclose your personal information for any other purpose not listed above.

### **Access to your data:**

You have the right at any time to ask us for a copy of the information supplied by you that we hold. We may ask you to identify yourself or for more information about the request. You have the right to ask OPR to cease providing a recruitment service at any time and to stop using your information. You also have the right to ask for all your personal data to be erased.

All data is kept for a minimum of 6 years in-line with legislative guidance. You can however request your file and all information related to you to be deleted earlier than this, unless you have worked for us or we have placed you in a permanent role, where we need to legally keep your information for 6 years as your file will hold information about our clients or financial information that we need to keep for periods of up to 6 years i.e. that relate to tax matters. When we are unable to comply with your request we will provide reasons for failing to do so. If you would like to make a request for information please contact [alex@opruk.co.uk](mailto:alex@opruk.co.uk)

### **Questions / Complaints:**

If you have any questions or concerns about your data or our Privacy Policy please do not hesitate to contact us either via the phone number above or by emailing [alex@opruk.co.uk](mailto:alex@opruk.co.uk) If you are unhappy about how OPR have handled your data please contact the Information Commissioners Offices. Their website is <https://ico.org.uk>