

ANIMATED PEOPLE RECRUITMENT LIMITED (CO. NO. 6547015)

TERMS AND CONDITIONS FOR APPLICANTS

1. DEFINITIONS

1.1 In these Conditions, the following words shall have the following meanings:

“Agency” Animated People Recruitment Limited, a company registered in England and Wales under company registration number 6547015 and whose registered office is at 1st Floor, 24/25 New Bond Street, London W1S 2RR;

“Applicant” the person Registered, or who wishes to register, with the Agency for the purposes of the Agency finding them an Engagement;

“Client” any person, firm or company who approaches the Agency with a view to Engaging or otherwise employing an Applicant, or any person, firm or company to whom an Applicant is introduced by the Agency;

“Contract” the contract formed in accordance with condition 2;

“Engage(s)” (or **“Engagement”** or **“Engaged”**) the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of an Applicant by or on behalf of the Client;

“Introduce” (or **“Introduction”**) the provision to a Client of a curriculum vitae or any other details, whether written or oral, of the Applicant, whether or not the Client had knowledge of that Applicant before the Introduction; and

“Registration” (or **“Registered”**) the Applicant’s completion of the Agency’s registration form or the Applicant’s provision of sufficient details to the Agency to enable a Client to consider them for a vacancy.

1.2 In these Conditions, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a “party” is a reference to either the Agency or the Applicant (and includes their respective successors or permitted assigns) and “parties” shall be understood accordingly; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (e) words in the singular shall include the plural, and the same shall apply the other way round; and (f) a reference to one gender shall include the other genders.

1.3 The Agency may from time to time make reference to a **“Candidate”** (for example, on its website or within other marketing materials) and any such reference shall be understood to mean an Applicant whom the Agency has Introduced to a Client.

2. BASIS OF CONTRACT

2.1 The Applicant shall be deemed to have accepted and agreed to these Conditions and the Contract is formed on completion of Registration or, if the Applicant has previously Registered with the Agency, the Applicant instructs the Agency (whether orally in writing) to Introduce them to a Client.

2.2 The Contract constitutes the entire agreement between the parties. The Applicant acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Agency which is not set out in the Contract. By agreeing to these Conditions it is deemed that the Applicant is willing to be put forward for, and will

consider accepting, any vacancy which the Agency reasonably believes to be appropriate given the Applicant's expertise and experience.

2.3 The Agency will not charge the Applicant for its services.

3. THE APPLICANT'S OBLIGATIONS

3.1 The Applicant promises, when Registering with the Agency, that the information they provide is accurate, complete and true. An Applicant Registering with the Agency shall be considered to have given their permission for the Agency to pass on to Clients any information (but, if so advised in advance, not Confidential Information as defined in Condition 7) that they provided during Registration.

3.2 On or, in any event, within 7 days of Registration, the Applicant shall provide the Agency with:

- (a) proof of their eligibility to work in the UK
- (b) copies of any qualifications relevant to the type of work for which they are looking
- (c) any further personal information or other documentation that the Agency considers necessary for the purposes of effecting an Introduction.

3.3 The Applicant shall not directly (or indirectly) contact a Client regarding potential or actual Engagements. The Applicant shall refer all queries regarding such Engagements to the Agency.

3.4 The Applicant shall make all reasonable efforts to attend any interviews with a Client which the Agency has arranged on their behalf. If the Applicant is unable to attend an interview, they shall, where possible, give the Agency advance notice of and the reasons for their unavailability. Where it is not possible to give advance notice, the Applicant shall advise the Agency of their failure to attend an interview as soon as is reasonably practicable.

3.5 The Applicant is not obliged to accept an Engagement offered by a Client.

4. ELIGIBILITY TO WORK IN THE UK

4.1 In accordance with condition 3.2(a), and as required by the Immigration (Restrictions on Employment) Order 2007, as amended from time to time, the Applicant shall prove their eligibility to work in the UK, by providing the Agency with the following original documents:

- (a) a valid UK, EEA or Swiss passport or national identity card; or
- (b) a combination of: (i) full birth certificate issued in the UK, Channel Islands or Isle of Man showing names of both parents; and (ii) an official document showing the Applicants national insurance number.

4.2 If the Applicant cannot provide proof of eligibility to work in the UK in the form required under condition 4.1, the Applicant shall immediately notify the Agency. The Agency may be able to assist the Applicant by suggesting an alternative combination of documents which may demonstrate the Applicant's eligibility to work.

5. THE AGENCY'S OBLIGATIONS

5.1 The Agency agrees to:

- (a) following Registration, store the Applicant's curriculum vitae (and other relevant details) on the Agency's database and to make them available for Clients to view;

- (b) use its reasonable endeavours to match the Applicant's experience, expertise and requirements with any potential vacancy;
- (c) provide the Applicant with details of any vacancy for which the Agency has put them forward;
- (d) at a Client's request, and on the Applicant's behalf, arrange an interview for the Applicant to attend;
- (e) if a Client offers the Applicant an Engagement, confirm that offer to the Applicant and clarify any questions they may have regarding it; and
- (f) confirm the Applicant's acceptance of the Engagement, to the Client.

5.2 The Agency shall not be responsible for the content of, or involved in any negotiation of the terms of an Engagement between the Applicant and a Client. The Applicant and the Client shall agree such terms and be responsible for the execution of all necessary documentation relating to such Engagement.

5.3 When Introducing an Applicant to the Client for employment, the Agency is acting as an 'employment agency' as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

6. LIABILITY

6.1 Save for any damages, costs and claims relating to any death or personal injury arising from the negligence of the Agency, the Agency shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Applicant arising from or in connection with the Agency seeking an Engagement for the Applicant or the Introduction of the Applicant by the Agency to a Client or the Engagement of the Applicant by the Client. Nothing in this Condition 6 limits or excludes the Agency's liability for fraud or fraudulent misrepresentation.

7. CONFIDENTIALITY

7.1 In performance of the Contract, a party may disclose (the "Discloser") information to the other party (the "Recipient") which would be regarded as confidential by a reasonable business person and this may include information relating to the other and its business, clients, affairs, suppliers or plans ("Confidential Information"). The Recipient shall keep in strict confidence all Confidential Information disclosed to it by the Discloser. The Recipient may disclose such Confidential Information to its personnel as need to know it for the purpose of performing the Contract and as may be required by law, court order or any governmental or regulatory authority. The Recipient shall ensure that its personnel to whom it discloses such information comply with this condition 7. The Recipient shall not use any such Confidential Information for any purpose other than to perform the Contract. This condition 7 shall survive termination of the Contract.

8. DATA PROTECTION

8.1 The Applicant consents to the Agency holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Applicant including, as appropriate:

- (a) information about the Applicant's physical or mental health or condition in order for Clients to make reasonable adjustments;
- (b) the Applicant's racial or ethnic origin or religious or similar beliefs in order to monitor Clients' compliance with equal opportunities legislation; or

- (c) information relating to any criminal proceedings in which the Applicant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties (in particular, Clients).

8.2 The Applicant consents to the Agency making such information available to Clients and to those who provide products or services to the Agency such as advisers, regulatory authorities, governmental or quasi governmental organisations.

9. APPLICANT MATERIALS

9.1 From time to time, the Agency may request the Applicant provides it with materials (including but not limited to show reels, pictures, graphics, and computer programs) to demonstrate the Applicant's skills and expertise ("**Applicant Materials**").

9.2 For the purpose of demonstrating the Applicant's skills and expertise, the Applicant grants to the Agency a worldwide, non-exclusive, royalty-free licence to: (a) make and issue such reasonable copies of the Applicant Materials as may be reasonably required; and (b) perform, show, play or communicate the Applicant Materials to potential Clients, their personnel and their own clients.

9.3 The Applicant promises that: (a) they are under no restriction that would prevent them from entering into and performing the Contract; (b) they are entitled to grant the rights under condition 9.2 free of any burden or restriction: (c) the Applicant Materials do not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor do they contain any obscene, blasphemous or defamatory matter, or anything else which is unlawful; and (d) the Applicant has secured all third-party permissions and releases necessary to grant to the Agency the rights granted under condition 9.2 and has made or will make in a timely manner all payments due to any such third parties necessary to enable the Agency to exercise the rights granted to it under the Contract. The Applicant acknowledges that the Agency shall not be liable for any such payments.

9.4 The Applicant indemnifies the Agency against all liabilities, costs, expenses, damages and losses (including legal fees) that the Agency may suffer as a result of the breach of any promises contained in condition 9.3.

10. TERMINATION

10.1 Without effecting any other remedies or rights a party may have, either party may terminate the Contract, at any time, on written notice to the other party if: (a) the other party is in breach of its obligations under the Contract; or (b) if the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt. The notice shall take effect as specified in the notice.

10.2 Either party may terminate the Contract with or without cause on giving the other party seven days' written notice.

10.3 The Contract shall automatically terminate when the Applicant accepts an Engagement with a Client.

10.4 On termination of the Contract, (a) each party shall return and/or, if so requested, delete the other's Confidential Information; and (b) the licence granted under condition 9.2 shall automatically terminate. Notwithstanding the previous sentence, the Agency shall be entitled to retain data relating to the Applicant for a reasonable time in order to comply with any legal obligations.

10.5 If the Applicant re-Registers with the Agency or instructs it (whether orally in writing) to Introduce them to a Client, in either case, following termination of the Contract, the Agency shall be entitled to use the information supplied by the Candidate under condition

3.2, provided the information remains accurate and has not been destroyed in accordance with condition 10.4.

11. GENERAL

- 11.1 The Contract may only be amended in writing signed by duly authorised representatives of the parties.
- 11.2 The Contract shall not constitute or imply any partnership or joint venture.
- 11.3 No one other than a party shall have any right to enforce any of its terms.
- 11.4 The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.5 The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

**Animated People Recruitment Limited
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