

Terms and conditions of services

Contract workers

This document is for candidates seeking a PAYE temporary assignment. Please read it before signing the Candidate Registration agreement we have sent you.

About FJWilson

1. F.J.Wilson Limited, which includes its trading styles FJWilson, FJWTS and FJWilson Talent Services (**FJWilson**) is acting as an Employment Business when arranging contract assignments (PAYE temporary assignments) and as an Employment Agency when arranging permanent and fixed-term appointments on behalf of its candidates, as defined in The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Conduct Regulations).
2. We work with clients and candidates to fulfil permanent roles, fixed-term roles, and contract roles (PAYE temporary assignments) across the full range of operational disciplines/departments. Our clients include membership organisations, awarding bodies, learning providers, regulators and charities.
3. At all times, we will comply with our obligations under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) (**Conduct Regulations**).

Work-finding services

4. We are willing to provide work-finding services to you whether for a particular PAYE temporary assignment you have shown interest in or for any other PAYE temporary assignments we currently have in the United Kingdom which match the type of work you have confirmed you wish us to find for you (Candidate registration agreement) and upon these terms and conditions.
5. You authorise us to introduce you and share details with our clients for PAYE temporary assignments that you have indicated to us as PAYE temporary assignments you wish to be considered for. You agree that we may continue to contact you regarding such PAYE temporary assignments in the future whether by email, phone or other electronic means, and using contact information provided for as long as you are registered with us (or until you confirm otherwise in writing to us). If you prefer not to receive notifications about other potential future career opportunities, please let us know you wish to opt out of such communications by contacting us at info@fjwilson.com



Introduction to client and take up of opportunities

6. The submission of your details to our client for a PAYE temporary assignment does not guarantee you an opportunity with our client and you will not hold FJWilson liable for (and will hold FJWilson harmless from and against) any loss or damage (whether direct or indirect and including any economic loss) you incur arising under or in connection with any such introduction.
7. You accept that any offer of a PAYE temporary assignment is conditional upon you passing all pre-screening and other vetting requirements whether these are our requirements or our client's requirements and upon having the legal right to work in the United Kingdom.
8. You will notify us prior to being introduced to a client for a PAYE temporary assignment whether you have previously been introduced to the client, had prior contact with the client, or otherwise been introduced for the same PAYE temporary assignment whether through a direct application you have made or via a third party. You agree that if you have not disclosed any prior submission of your details to an FJWilson client for a particular opportunity, FJWilson shall have the right to solely represent you with respect to the opportunity with the FJWilson client that you have been informed of and for which you wish your details to be submitted.
9. You agree not to solicit or enter into any contractual relationship with an FJWilson client to whom your details have been submitted for an opportunity (irrespective of whether such details personally identify you or not) whether directly or indirectly through another person other than with the consent of FJWilson for a period of 6 months from the date your details were submitted to the FJWilson client.

Confidentiality

10. You agree that any information that we and/or any client conveys to you about the assignment and the client's business during the recruitment process is confidential, and such confidential information may not be disclosed, used, or otherwise divulged by you to any person, unless you are required by law to discuss such information or you wish to disclose such information for the sole purpose of seeking advice from a professional advisor with regard to an offer of employment and/or contract of employment or assignment schedule proposed to you. You accept that we and our client may be entitled to seek remedies with respect to any breach or anticipated breach of the confidentiality obligations herein and which may include damages, and/or any injunctive relief or such other equitable relief.

Other obligations during the recruitment process

11. You agree that you will ensure that you keep in contact with us throughout the recruitment process where you have applied for an assignment and we have introduced you. In particular, you will respond to us in a timely manner where we request additional



information from you, we seek clarification of details about you, and we seek to arrange interviews and/or discuss any offer of temporary assignment.

Health and disability

12. We may ask you questions regarding your health and disability to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the PAYE temporary assignment you have applied for. If you do have any health condition or disability which may make it difficult for you to carry out functions which are essential to any role you have applied for or you have any health condition or disability that requires reasonable adjustments in order to access our recruitment service (e.g. in attending an interview or undertaking skills/aptitude tests) please let us know.

Data protection

13. Our processing of personal information about you and our sharing such personal information with our clients, for the purposes of finding you roles, and whether provided directly by you or sourced by us from other third-party sources will be conducted in accordance with our privacy notice, which can be found on our website at <https://www.fjwilson.com/notices/>. Please ensure that you read our privacy notice to ensure that you are comfortable with our terms for processing your personal information.
14. You accept that pursuant to our privacy notice, we may retain your personal information and may continue to use your personal information in pursuit of providing you with work-finding services until such time that you advise us that you are no longer seeking work opportunities.

Equality and diversity

15. We are committed to a policy of equal opportunities for all candidates and shall adhere to such a policy at all times. We will treat all candidates equally in the provision of our recruitment services irrespective of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. We require all our staff to respect and act in accordance with such policy. We will ensure that every candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular role. For further information see our Equal Opportunities Policy and Diversity and Inclusion Promise at <https://www.fjwilson.com/notices/>.

Accuracy of information

16. We provide our work-finding services on the basis that any information you have provided to us (including but not limited to such information in your CV and/or in any registration form) is true, accurate, complete, up to date, and not misleading. You



understand and accept that should it come to light that you have made any deliberate omission, falsification, or misrepresentation in any such information (whether personal information or otherwise) that this will be grounds for rejecting your application and withdrawing your application from any assignment that we have put you forward for.

17. You agree that it is your responsibility to ensure your CV and other information about you that you have provided to us is kept up to date at all times. If any of the information you have provided to us changes you agree that you will let us know immediately by calling or otherwise contacting us via our contact details set out below.

On acceptance of an assignment offer

18. We will engage you on the following terms:

- FJWilson will supply you, the temporary worker, to the client on a PAYE basis under a contract for services (contract template available on request).
- Your contract will include an assignment schedule and Key Information Document (KID) (example KID available at <https://www.fjwilson.com/candidates/>).
- FJWilson will pay you in respect of work done by you during an assignment, whether or not we are paid by the client in respect of that work.
- You are entitled to give two weeks' notice and entitled to receive two weeks' notice of termination of an assignment, unless otherwise specified in your contract (assignment schedule). The assignment may be terminated immediately if your conduct is unprofessional or otherwise unacceptable (reasons detailed in your contract).
- The rate of remuneration for the assignments we secure varies according to the nature of the role. It is generally in the range £25.00 - £75.00 per hour inclusive of holiday pay.
- FJWilson pays an amount for holiday pay in the hourly pay rate, instead of paying holiday pay when leave is taken. The amount of 'rolled up holiday pay' added is 12.07% for the first 12 weeks of any assignment; in the case of longer assignments, rolled up holiday pay may increase after 12 weeks if the client's staff benefits include enhanced holiday entitlement.
- You are paid weekly on a Thursday for the work done the previous week.

Ending work-finding services

19. We may withdraw our work-finding services or otherwise cease to provide such services to you if your conduct (whether before, during or after any assignment you accept) is unprofessional or otherwise unacceptable or we ascertain information about you which we believe would make it detrimental to place you in a PAYE temporary assignment (in our sole but reasonable opinion) and we feel unable or no longer wish to continue to provide you with work-finding services, including but not limited to where your assignment with a client is terminated due to your misconduct. You accept that we shall have no liability to you as a consequence of withdrawing our services in these circumstances.



20. You may terminate your registration with us at any time upon giving us notice in writing. We will retain your personal information in accordance with the terms of our privacy notice at <https://www.fjwilson.com/notices/>

How to contact us

21. If you wish to terminate your registration, or to opt out of communications about future career opportunities, please contact us at info@fjwilson.com
22. If you have any concerns regarding our services or wish to raise a complaint regarding any matter in relation to our services, please contact us at directors@fjwilson.com

General terms

23. These terms and conditions of registration will be governed by the laws of England and any claim or dispute (whether contractual or non-contractual) will be subject to the exclusive jurisdiction of the English courts.
24. FJWilson may assign or sub-contract its rights and or obligations under these terms and conditions to any third party on giving you reasonable written notice of the same.

See also our example Key Information Document (KID), available at <https://www.fjwilson.com/candidates/>, for further information about your relationship with us, including an illustration of pay and holiday entitlement.