

Terms of Business for Candidates and Agencies

These Terms of Business are between:-

Marketing Scout Ltd and all Candidates and/ or Agencies seeking to engage Marketing Scout Ltd as an agent to help find them employment and new business opportunities within the Marketing Industry.

All and any business undertaken by Marketing Scout Ltd, is transacted subject to these terms and conditions, which shall be incorporated or implied in any agreement between Marketing Scout Ltd and the Candidate and/or Agency.

We strongly advise you print out a copy of these Terms and store them for future reference.

Whereas

- (1) these Terms are deemed to cover the supply of Services by Marketing Scout Ltd ; and
- (2) it is understood that Marketing Scout Ltd may act in its capacity as a marketing talent scout and employment consultancy; and
- (3) Marketing Scout Ltd operates in the marketing industry

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Agency” means any company whose business is as a supplier of marketing services and is registered with Marketing Scout Ltd and/or is Introduced to the Client for an Assignment;

“Assignment” means any actual or proposed engagement, whether permanent or temporary, of You by a Client (whether directly or via an intermediary) whereby the Client has responsibility for paying You remuneration;

“Candidate” means any person who has registered with Marketing Scout Ltd and/ or is Introduced by Marketing Scout Ltd to the Client for an Assignment;

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 and any customer of the Client requiring the services of the Candidate and/ or Agency;

“Engagement, Engage and Engaged” means the engagement, employment or use of the Candidate and/or Agency by the Client or any third party for an Assignment; whether under a contract of service or a contract for services; under an agency, license, franchise or partnership agreement, or any other engagement;

“Introduction” means (1) the passing to the Client of a Candidate and/or Agency CV or other information which identifies the Candidate and/or Agency following the Client’s instructions to Marketing Scout Ltd to search for a suitable Candidate and/or Agency to

fulfil an Assignment (2) the Interview and/or Meeting (in person, by telephone, online or via written proposal) or Engagement of a Candidate and/or Agency by the Client or any Third Party who has obtained such information through the Client's intermediation following the passing to the Client by Marketing Scout Ltd of a speculative CV or other information with identifies the Candidate and/or Agency;

"Job Boards" means internet based services enabling Candidates to actively search for suitable vacancies and enabling Clients to actively search for suitable Candidates and Agencies;

"Registration" means your completion of a Marketing Scout Ltd (electronic) registration form or the provision of Your Details to Marketing Scout Ltd in order to be registered as a Candidate and/or Agency on our database with a view to using Our Services;

'Regulations' means 'The Conduct of Employment Agencies & Employment Businesses Regulations 2003';

"Remuneration" includes the salary or fees payable to or receivable by the Candidate or Agency for services rendered to or on behalf of the Client;

"S8" means Section 8 of the Asylum and Immigration Act 1996 as amended 1 May 2004;

"Our Services" means Marketing Scout Ltd specialised skills, techniques and resources employed to find You suitable work, which may be of a Permanent or Temporary nature;

"You" means the individual Candidate or Agency reading these Terms with a view of Engaging Marketing Scout Ltd to help you or your Agency find employment and new business opportunities;

"Your Details" means the personal data (including, but not limited to, your personal or Agency's CV) you will be requested to provide when registering with Marketing Scout Ltd and any further details that may be required either by law or upon Client's request, or such details as You may have made publicly available through Job Boards;

"Your Services" means the knowledge, skills, experience and techniques You will employ to perform your Assignment;

"We, Us and Our" means or refers to Marketing Scout Ltd;

"Work Type" means the types of Assignment that we agree to seek to find for You, which unless otherwise agreed, shall be any type within our areas of expertise as notified to you or otherwise.

2. GENERAL

2.1 Unless the context requires otherwise, references to the singular include the plural and reference to the masculine include the feminine and vice versa.

2.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2.3 Within these Terms, Candidate and Agency are defined separately for clarity only. For the avoidance of any doubt where the Terms state "Candidate" this also always applies to "Agency" and where the Terms state "Agency" this is also always applies to "Candidate."

2.4 Personal data of the Candidate and/ or Agency will be held by Marketing Scout Ltd in its manual and automated filing systems. The Candidate and/ or Agency consents to the processing and disclosure of such data both inside and where necessary outside the European Economic Area, in order for Our Services to be performed and this agreement to be fulfilled.

2.5 These Terms contain the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between the parties, and in particular shall supersede any terms set out in any invoice, timesheet, or other communication issued by the Candidate and/ or Agency to Marketing Scout Ltd.

3. LAW AND JURISDICTION

3.1 These Terms are governed by the law of England and Wales and submit to the exclusive jurisdiction of the Courts of England and Wales.

4. THE CONTRACT

4.1 These Terms of Business are deemed to be accepted by virtue of your Registration and/ or by virtue of your agreement for Marketing Scout Ltd to forward your individual or Agency CV to a Client. Please also see our Privacy Policy.

4.2 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of Marketing Scout Ltd.

4.3 These Terms will not at any time be considered to constitute a contract of employment between the Candidate or Agency and Marketing Scout Ltd or any of its Clients

5. LIABILITY

5.1 Marketing Scout Ltd shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by You arising from or in any way connected with Marketing Scout Ltd seeking employment or new business opportunities for You or from the Introduction of You to or Engagement by the Client or from the failure of Marketing Scout Ltd to find You suitable work. For the avoidance of doubt, Marketing Scout Ltd does not exclude liability for death or personal injury arising from its own negligence.

6. OUR OBLIGATIONS

Marketing Scout Ltd agrees to use all reasonable endeavours to:-

6.1 We shall retain your details for consideration in respect of Assignments, within the Work Type, for which you may be suitable.

6.2. We shall notify you and terminate the Contract if we believe that we are unable to find an Assignment. We make no warranty as to our ability to find an Assignment.

7. YOU AGREE :-

7.1 To provide Us with complete and accurate personal details as requested by a Marketing Scout consultant or in the (electronic) Registration Form on www.marketingscout.co.uk

7.2 To provide Us with proof of your eligibility to work in the UK (see also clause 8.2 below)

7.3 To provide Us with names and contact details of at least 2 professional referees or previous/existing clients who will only be contacted on your behalf with your prior permission

7.4 To provide Us with evidence of any qualifications, awards or credentials relevant to the type of Assignment you want to be considered for.

7.5 To consent to Our disclosure of any information concerning yourself, including that provided by a third party, to any Client to whom you have been Introduced for an Assignment

7.6 To provide Us with any additional documentation the Client may require in order for you to be considered for an Assignment.

7.7 To inform us of any reason why You might be unsuitable for our Client's requirements, or if it is detrimental to the interest of Our Client for You to take an Assignment with them

7.8 To attend any Interviews or Meetings arranged for You by Marketing Scout Ltd.

7.9 To commence Your Services on the date and time agreed

7.10 You will not agree to an Assignment upon which You are required to work away from home unless you are satisfied that: (i) suitable accommodation will be available for You before You start work, (ii) that You have been provided with the terms upon which the accommodation will be offered, and (iii) that suitable travel arrangements have been made for You to travel to such accommodation.

7.11 That You will at all times respect the Client's intellectual property and confidentiality. Upon termination of an Assignment You will surrender all materials belonging to the Client including those produced by You pursuant to the Assignment.

8. ELIGIBILITY TO WORK IN THE UK FOR INDIVIDUALS

8.1 Marketing Scout Ltd cannot arrange for Your employment by or Engagement of individuals to a Client unless You can provide proof of Your eligibility to work in the UK as required under S8.

8.2 The preferred documents that prove Your eligibility to work in the UK are:-

8.2.1 A valid British, EAA or Swiss passport or National Identity card;

8.2.2 Both (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 Your name and National

Insurance number (such as Your National Insurance card, a P45 / P60 or a letter from a Government agency).

8.3 If You cannot provide proof of eligibility to work in the UK in the form of either 8.2.1 or 8.2.2 above You should contact Marketing Scout Ltd straightaway as your eligibility may be proven by alternative combinations of documents.

9. ELIGIBILITY FOR AGENCIES

9.1. All Agencies being considered for Assignments must be able to provide Marketing Scout Ltd with their Agency details including where relevant their company registration number as registered at Companies House and contact details for the Chairman or Executive Directors where necessary.

10 HOW TO RAISE A COMPLAINT

10.1 Complaints against Marketing Scout Ltd should in first instance be addressed to Our Chief Scouts by telephone on 0845 680 1806; by email to hq@marketingscout.co.uk; or by written letter to the Marketing Scout Ltd, Suite 149, 111 Piccadilly, Manchester, M1 2HX.

Alternatively, the Chief Scouts individual contact details can be found on the 'About us' section of the Marketing Scout Ltd website at www.marketingscout.co.uk.