

Pre-contract Terms of Business (Workers) of Unity Recruitment Ltd ('Unity Recruitment')

for Employment business services (recruitment of staff to be paid *via* Unity Recruitment).

(October 2021 edition)

1. These terms

- 1.1. These terms do not constitute an assignment / engagement, or an offer of any particular assignment / engagement.
- 1.2. Before Unity Recruitment can offer you any assignment / engagement, we will decide on what basis we are willing to engage you.
- 1.3. If we wish to engage you directly,
 - 1.3.1. We will engage you under a 'worker' contract / contract for services for any work you may do, and this contract will include the general terms of your engagement with us.
 - 1.3.2. Specific details of any assignment / engagement Unity Recruitment may offer will be notified separately to you.
 - 1.3.3. Payment for any assignment / engagement will be made direct to you, and on a weekly basis.
 - 1.3.4. Unless your work is 'construction operations' and you are registered under the CIS scheme, we will be responsible for your legal entitlement to holiday pay.
 - 1.3.5. If your work is 'construction operations' and you are registered under the CIS scheme, your CIS rate will be inclusive, and you will not be entitled to any separate payment for holiday pay.
 - 1.3.6. Unity Recruitment will pay for the work you do, whether or not it is paid by the Client.
- 1.4. If your engagement will be 'outside' the Chapter 10 'off payroll' legislation,
 - 1.4.1. We may be willing to enter a contract for services with your own company for any work you may do, and this contract will include the general terms of your engagement with us.
 - 1.4.2. Specific details of any assignment / engagement Unity Recruitment may offer will be notified separately.
 - 1.4.3. Payment for any assignment / engagement will be made to your company, and on a monthly basis.
 - 1.4.4. Your company will be responsible for your legal entitlement to holiday pay.
 - 1.4.5. Where the Conduct of Employment Agencies and Employment businesses Regulations 2003 apply, and you and your company have not opted out of those regulations, Unity Recruitment will pay for the work you do, whether or not it is paid by the Client.
- 1.5. Otherwise,
 - 1.5.1. it will be necessary for you to sign up with an Umbrella company; and Unity Recruitment will then be able to engage your services for assignments / engagements *via* that Umbrella company.
 - 1.5.2. The Umbrella company will engage you under a 'worker' contract / contract for services for any work you may do, and this contract between you and the Umbrella company will include the general terms of your engagement with the Umbrella company.
 - 1.5.3. Specific details of any assignment / engagement Unity Recruitment may offer will be notified separately to you and to the umbrella company.
 - 1.5.4. Payment for any assignment / engagement will be made *via* the umbrella company, and on a weekly basis.
 - 1.5.5. The umbrella company will be responsible for your legal entitlement to holiday pay.
 - 1.5.6. Where the Conduct of Employment Agencies and Employment businesses Regulations 2003 apply, and you and your Umbrella company have not opted out of those regulations, Unity Recruitment will pay for the work you do, whether or not it is paid by the Client.

2. Information Unity Recruitment is required to provide to you

- 2.1. Unity Recruitment's capacity will be that of an Employment business.
- 2.2. Unity Recruitment will use such information as you may provide to try to find you work as you have requested, including (where appropriate) *via* other agencies. Unity Recruitment does not have authority to contractually bind you.
- 2.3. Assignments:
 - 2.3.1. The type of work Unity Recruitment will seek for you will be in accordance with the general nature of the positions you have indicated your willingness to fill, and with your general skills and qualifications.
 - 2.3.2. Unless otherwise specified, any assignment may be terminated by either party by immediate notice.
 - 2.3.3. The rate of remuneration to be paid by Unity Recruitment will be specified at the time of offering an assignment; the minimum rate payable will be the current National Minimum Wage rate (National Living Wage, where applicable).
 - 2.3.4. If whilst you are working on an assignment, Unity Recruitment receives information which suggests you may be unsuitable, Unity Recruitment is under an obligation to provide that information to the Client.
- 2.4. If you will be working in the education sector, you will not be expected to work during school holidays.

3. To enable Unity Recruitment to provide its services, you must:

- 3.1. If appropriate, provide the identity of your current employer, to help Unity Recruitment ensure that it does not accidentally provide that employer with your details.
- 3.2. Provide confirmation of your requirements, training, and experience, and ensure that any CV you provide accurately and completely discloses your history and experience.
- 3.3. On Unity Recruitment's request, confirm promptly your willingness to work in any particular positions.
- 3.4. Provide Unity Recruitment with any information that may affect the decision of a prospective employer to engage you, including any criminal convictions or pending criminal charges.
- 3.5. If you will be working in the education sector:
 - 3.5.1. Please note that anyone applying for employment in a school in a capacity involving contact with pupils under the age of 18 is excluded from the provision for the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986.
 - 3.5.2. You are therefore not entitled to withhold information about convictions or cautions which for other purposes may be 'spent', and any failure to disclose such convictions could result in termination of an assignment.
 - 3.5.3. Any information given will be completely confidential and will be considered only in relation to any application for the positions to which the order applies.
 - 3.5.4. Please also note an enhanced disclosure will be requested from the Disclosure and Barring Service.
 - 3.5.5. Overseas applicants must provide an equivalent standard of criminal background check from the appropriate authorities.
- 3.6. Before you can be introduced or supplied to a Client,
 - 3.6.1. Provide confirmation of your identity and your right to work in UK
 - 3.6.2. Provide copies of any relevant qualifications / authorisations
 - 3.6.3. Provide two references, from persons who are not relatives, and who are willing for their references to be passed on to Clients
- 3.7. Not accept any offered engagement if you are in any way legally restricted from doing so.

4. Data Protection and Privacy

- 4.1. We are required by law to give you information about the personal data (including sensitive personal data / special category data) about you that we record, keep and

process, and about the conditions under which we ensure our processing of such data is lawful.

- 4.2. This information is now contained in our Employee, Worker and Freelance Contractor Data Protection and Privacy Notice. This notice is not contractual, and may be changed from time to time. A copy of the notice currently in force can be found at <http://www.unity-recruitment.co.uk>.

5. General

- 5.1. All calls and emails to and from Unity Recruitment may be monitored and recorded for legitimate purposes relating to Unity Recruitment's business.
- 5.2. These terms are governed by the laws of England and Wales and any questions arising (including non-contractual issues) shall be dealt with only by the Courts of England and Wales.