

Candidate Terms

Tempfair Limited (“Tempo”, “we”, “us”, “our”) is a company registered in England and Wales under company number 09975968. Our registered address is 8 Greencoat Place, London, SW1P 1PL.

These candidate terms (together with the documents referred to in them) (“these Terms”) set out the terms on which you register for and use your account with us, whether through our website (www.heytempo.com) (“Website”) or our mobile application (“App”) (together the Website and the App being the “Platform”), for the purposes of finding temporary and/or permanent job vacancies (each an “Assignment”), and for entering into contracts to provide temporary or permanent services to employers (“Clients”) seeking new hires.

1. Other Applicable Terms

- 1.1. These Terms refer to the following additional terms, which also apply to your use of the Services and which are incorporated into these terms by reference:
 - 1.1.1. Our [Website Terms of Use](#), which sets out the terms on which you may use the Platform; and
 - 1.1.2. Our [Privacy and Cookie Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website and/or App, you consent to such processing and you warrant that all data provided by you is accurate (the “Privacy Policy”).

2. Registering for an Account

- 2.1. If you are a candidate seeking to receive the Services via the App (a “Candidate”) you will need to register and create an account with us through the “Talent” section of the Platform and create a profile (“Profile”).
- 2.2. In order to register and set up your account and set up your profile:
 - 2.2.1. you must provide Tempo with various personal information about yourself (including your name, address, dates of birth, education and employment history, qualifications, bank account details, national insurance number, email addresses, and phone numbers). All such personal information will be retained and process in accordance with our Privacy Policy; and
 - 2.2.2. you must create a password which, in order to prevent fraud, you must keep confidential. If you know or suspect that someone else knows your password you should notify us immediately. If we have reason to believe that there is likely to be a breach of security or misuse of the Platform, we may require you to change your password or we may suspend your account.

- 2.3. Once you have registered, you may:
 - 2.3.1. update your contact details, personal information, and qualifications via the “Profile” section of the Platform;
 - 2.3.2. make your Profile inactive by clicking the appropriate box on the “Preferences” section of the Platform at any time when you are unavailable to be put forward for an assignment with a Client;
 - 2.3.3. subscribe/unsubscribe from Job Alerts via the “Your Profile” section of the Platform; and
 - 2.3.4. subscribe/unsubscribe from marketing communications and newsletters via the “Your Profile” section of the Platform.
- 2.4. You are solely responsible for the form, content and accuracy of any content (including without limitation any information relating to your experience and qualifications) submitted to the Platform. You agree to ensure that your details provided on registration, and any information submitted through your Profile is true and not in any respect inaccurate misleading, deceptive or likely to mislead or deceive.
- 2.5. By creating a Profile, you consent to the inclusion of your details on the Platform so that Clients can consider you for Assignments
- 2.6. During any periods when you are unavailable to be put forward as a candidate for any job, you must update your availability in your Profile in accordance with term 2.1.2.
- 2.7. You agree to notify us immediately of any changes which are relevant to your Profile by informing us through the Platform where possible or otherwise by telephoning us on + 44 (0) 208 634 7125 or by emailing us at: info@heytempo.com.
- 2.8. You can disable, delete, and/or remove your Profile via the “Preferences” section of the Platform. This shall not affect your statutory rights.

3. Available Services

- 3.1. The services provided to you, as set out in this term 3, shall be provided by Tempo free of charge.
- 3.2. As a Candidate you will have access to the following services (the “**Services**”):
 - 3.2.1. use of the Platform to find Assignments, be introduced to Clients, and receive offers of Assignments and interviews for Assignments from Clients;
 - 3.2.2. services and management tools to enable you to search for

Assignments via the Platform;

- 3.2.3. to be searched (according to the level of privacy selected by you in the “Preferences” section of the Platform) by Clients searching for hires for Assignments, through the database of Candidates registered on the Platform;
 - 3.2.4. to be selected and proposed as an available candidate for specific Assignments posted on the Platform by Clients;
 - 3.2.5. the right to receive ‘Job Alerts’ (subject to your consent to receive such alerts and notices) which contain details of new Assignments posted on the Platform;
 - 3.2.6. the right to receive updated online notifications of promotions on the field of recruitment and training (subject to your consent to receive such communications); and
 - 3.2.7. the right to receive communications relation to other services that we create and consider of interest to you as advice, training, professional networking, forums, access to third party services or those offered by other companies under our umbrella organization (subject to your consent to receive such communications)
- 3.3. WE CANNOT GUARANTEE THAT, YOUR USE OF THE PLATFORM AND/OR OUR PROVISION OF THE SERVICES WILL RESULT IN YOU BEING HIRED FOR AN ASSIGNMENT. WE WILL NOT BE LIABLE TO YOU IF THE USE OF THE PLATFORM AND/OR OUR PROVISION OF THE SERVICES DOES NOT LEAD TO YOU BEING HIRED FOR AN ASSIGNMENT.
- 3.4. IN ADDITION TO TERM 3.3 ABOVE, YOU HEREBY ACKNOWLEDGE THAT THE NATURE OF TEMPORARY WORK MEANS THAT THERE MAY BE PERIODS WHEN NO SUITABLE WORK IS AVAILABLE. YOU AGREES THAT SUITABILITY OF AN ASSIGNMENT SHALL BE DETERMINED BY THE CLIENT AND THAT TEMPO SHALL INCUR NO LIABILITY TO YOU SHOULD IT FAIL TO OFFER ASSIGNMENTS.

4. Assignments

- 4.1. Clients may contact you through the Platform with a view to offering you an Assignment, or an interview for an Assignment, at which point the Client shall notify you of the following information via the Platform:
 - 4.1.1. the identity of the Client, and if applicable the nature of its business;
 - 4.1.2. the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - 4.1.3. the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the

location at which, and the hours during which, the Temporary Worker would be required to work;

- 4.1.4. the Rate of Pay and any expenses payable by or to the Contractor;
- 4.1.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
- 4.1.6. if applicable the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.

4.2. The Client is not obliged to offer an Assignment to you, and you are not obliged to accept any Assignment advertised by the Client on the Platform, or offered to you by a Client on the Platform.

4.3. Where you are selected for an Assignment posted on the Platform you will either be:

4.3.1. engaged by the Client to provide your services and the following will apply:

- (a) you will need to negotiate the terms of your engagement or employment with that Client; we will not be involved in the process;
- (b) you must advise us that you have accepted an Assignment position that you found via the Platform; and
- (c) we may offer you additional services to assist you with the Assignment and, where such additional services are made available, the specific terms relating to those services will also apply; or

4.3.2. engaged by Tempo as temporary worker and your services will be supplied by Tempo to fulfil that position and in such circumstances you agree to be engaged by Tempo on the "Worker Assignment Terms" for that position.

5. Ratings & Reviews

5.1. Content Treatment:

5.1.1. Following the completion of an Assignment, Tempo collects Ratings & Reviews of a Candidates from the Clients to which it provided services during the Assignment.

5.1.2. We collect Ratings & Reviews based on a score for professional qualities of our candidates. We also collect a free comment about the

professional performance. No personal data is intended to be collected in the Ratings & Reviews.

5.1.3. Tempo performs quality control over the information gathered, especially in the free text fields, to ensure that the principle of data quality is observed and that they are not excessive or disproportionate considering the intended purpose. In addition, such control allows us to check that no specially protected candidate data is collected.

5.1.4. Any personal data collected in the free text fields of the Ratings & Reviews shall be removed by Tempo and only retained and processed in accordance with the Privacy Policy.

5.2. Source of data:

5.2.1. Ratings & Reviews compiled by Tempo are facilitated by Clients who have engaged a Candidate to work on an Assignment, or previous employers of the Candidate (contact details of such previous employers are provided by the Candidate).

5.2.2. The Candidate guarantees that all information provided to Tempo regarding previous employers and their opinions has their consent for distribution in our platform.

5.3. Purpose of data

5.3.1. The purpose of collecting data is the elaboration of the Candidate's professional profile. The Ratings and Reviews will be attached to a Candidates' Profile and shall be capable of being viewed by Clients who use the Platform. The data will not be used for any other purpose.

5.4. Data recipients

5.4.1. The recipients of the data will be the Clients who use the Platform and who receive the Candidate's profile:

- (a) as a suggestion by Tempo due to the fit with the required profile;
- (b) from the Candidate as part of the Candidates application for an Assignment; or
- (c) following the Client's search of the database of candidates who use the Platform.

5.5. Candidate Rights

5.5.1. Candidates can elect not to participate in Ratings & Reviews however, doing so may restrict a Candidates potential to be hired for an Assignment. If you wish to elect not to participate in Ratings &

Review, please email info@heytempo.com.

6. Limitation of liability

- 6.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUDULENT MISREPRESENTATION OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THAT OF OUR EMPLOYEES OR OUR AGENTS.
- 6.2. WE WILL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH YOUR USE OF THE PLATFORM.

7. Severance

If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that part shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining parts of these Terms.

8. Conflict of Terms

In the event of any conflict between the interpretation of these Terms and the interpretation of the Privacy Policy and/or Candidate Terms, and/or Company Terms, these Terms shall prevail.

9. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any part of these Terms.

10. Third Party Rights

Except insofar as these Terms expressly provide that a third party may in his own right enforce a term of these Terms, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Terms but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

11. Governing Law and Jurisdiction

- 11.1. These Terms, the jurisdiction clause contained in them and all non-contractual obligations arising in any way whatsoever out of or in connection with these terms and conditions, are governed by, construed and take effect in accordance with the law of England and Wales.
- 11.2. The courts of England and Wales have exclusive jurisdiction to settle any claim

or dispute which may arise out of or in connection with these Terms.

12. Contact

If you have any questions about these Terms or any other terms that apply to the Services that we offer you can write to us at: info@heytempo.com.