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**EMPLOYMENT AGENCY CANDIDATE OR PERSONAL SERVICE COMPANY TERMS AND CONDITIONS**

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**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agency”</b>	<i>The Elite Chef Network</i> , a trading name of McPhee Staffing Ltd, a company registered in the United Kingdom under company number SC798465, with its registered office at Summit House, 4-5 Mitchell Street, Edinburgh, EH6 7BD.
<b>“Candidate”</b>	Means any individual who is a work seeker using the Services to find permanent full-time employment, or a fixed-term or temporary position.
<b>“Client”</b>	means any person, firm or company including any associates or subsidiaries to whom the Candidate or Personal Service Company may be introduced with a view to the Client employing the Candidate or Personal Service Company; and
<b>“Services”</b>	means the employment agency services provided by the Agency to the Candidate or Personal Service Company as set out in these Terms and Conditions.
<b>“Personal Service Company”</b>	An individual who provides services either through a limited company they own and manage or as a registered self-employed contractor, as defined by the HMRC employment status checker. They are responsible for running their own business, including managing tax affairs, and ensuring compliance with all relevant legal and regulatory requirements. PSC Contractors operate independently and deliver services to McPhee Staffing’s clients under agreed terms.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions [and any Schedule[s]] as amended or supplemented at the relevant time;
- 1.2.4 [a Schedule is a schedule to these Terms and Conditions;]
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions [(other than the Schedules) or a paragraph of the relevant Schedule]; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.

## 2. **The Contract**

- 2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a Director of the Agency.
- 2.2 The Candidate or Personal Service Company shall be deemed to have accepted and agreed to be bound by these Terms and Conditions upon their submission of any information or data to the Agency.
- 2.3 Accordingly, a contract on these Terms and Conditions shall be deemed to come into existence between the Agency and the Candidate or Personal Service Company, following receipt of these Terms and Conditions by the Candidate or Personal Service Company, upon submission by the Candidate or Personal Service Company to the Agency of any information or data.
- 2.4 The Agency may update these Terms and Conditions from time to time for legal or regulatory reasons. The Agency shall make reasonable efforts to notify Clients and the Candidate or Personal Service Company of the occurrence and the details of any such changes.
- 2.5 These Terms and Conditions supersede all previous terms of business.

## 3. **The Services**

- 3.1 The Candidate or Personal Service Company shall have the facility to browse vacancy advertisements and apply for any vacancies that it so chooses.
- 3.2 The Agency shall provide its services to the Candidate or Personal Service Company as an employment agency and at no cost to the Candidate or Personal Service Company. The Agency is engaged and paid by its Clients to fill vacancies.
- 3.3 The Agency shall inform the Candidate or Personal Service Company of any and all vacancies for which the Candidate or Personal Service Company is suitable and which meet the Candidate or Personal Service Company's requirements.
- 3.4 Whilst the Agency shall use its reasonable endeavours to inform the Candidate or Personal Service Company of vacancies that meet the Candidate or Personal Service Company's requirements, it does not undertake or guarantee that any such vacancies will be available or that it shall inform the Candidate or Personal Service Company of all or any particular available vacancies.
- 3.5 Whilst the Agency requires its clients to ensure that all information that the Clients provide to it is complete, accurate and up-to-date, the Agency does not undertake or guarantee that the vacancy advertisements and other information made available to the Candidate or Personal Service Company will be complete, accurate or up-to-date.
- 3.6 The Employment Agency is committed to ensuring that all Candidate or Personal Service Companies and Personal Service Contractors referred to clients are paid at least the Living Wage, as defined by the UK Government, or

the Real Living Wage as set by the Living Wage Foundation, by the Client, who is the direct employer. This commitment reflects our dedication to fair and ethical employment practices.

- 3.7 The applicable Living Wage rates referenced in section 3.6 can be found on the official Real Living Wage website <https://www.livingwage.org.uk> and will be adjusted in line with any changes to legislation or updated guidance. We work closely with Clients to ensure compliance with these standards and will only advertise vacancies that meet or exceed these minimum wage thresholds.
- 3.8 If the Agency finds a vacancy that the Candidate or Personal Service Company wishes to accept, the Candidate or Personal Service Company or Personal Service Company must carefully check the Placement Confirmation and any offer letter they receive from the Client. The Candidate or Personal Service Company acknowledges and agrees that the terms and conditions contained in those documents will constitute their terms of employment, that those documents take precedence over other communications regarding their offer of employment, and that it is the Candidate or Personal Service Company's sole responsibility to raise any queries or discrepancies with the Client before accepting any employment contract / offer letter

#### 4. **[Vacancy Notifications]**

- 4.1 If the Candidate or Personal Service Company has chosen to receive email updates of vacancies that are relevant to them from the Agency, the provisions of this Clause 4 shall apply.
- 4.2 The Agency shall send emails to the Candidate or Personal Service Company Ad Hoc basis, and they shall contain listings of vacancies submitted to the Agency within the previous Seven Days which match the Candidate or Personal Service Company's criteria.
- 4.3 The Agency shall be under no obligation to send such emails, and it does not give any guarantee with regard to the number of vacancies featured in each email.

#### 5. **Candidate or Personal Service Company Information**

- 5.1 In order to use the Services, the Candidate or Personal Service Company must provide details and information which shall include, but not be limited to:
  - 5.1.1 their identity;
  - 5.1.2 contact information;
  - 5.1.3 date of birth if under the age of 22;
  - 5.1.4 qualifications (including, but not limited to, any required by law or any relevant professional body);
  - 5.1.5 any necessary authorisations and permits;
  - 5.1.6 training, experience and employment history;
  - 5.1.7 references;
  - 5.1.8 Name of Trading business or company Number (if applicable)
  - 5.1.9 the Candidate or Personal Service Company's confirmation that they are legally entitled to work in the location and vacant position to be filled, and, where required by the Agency, evidence of all the foregoing matters.

5.1.10 Proof of their employment status, for example if they are a Personal, Service Contractor they must provide the agency with information, permission and answer to complete the Employment status on HRMC website.

The Agency requires such details in order to match the Candidate or Personal Service Company with the appropriate Clients and vacancies.

- 5.2 The Candidate or Personal Service Company must ensure that all information submitted to the Agency is, to the best of their knowledge, true, accurate, complete, and up-to-date.
- 5.3 In the event that the information submitted to the Agency by the Candidate or Personal Service Company becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate or Personal Service Company must submit appropriately revised information to the Agency as soon as is reasonably possible.
- 5.4 Where any of the information submitted to the Agency by the Candidate or Personal Service Company contains details which could be used to identify a third party (including, but not limited to, referees), the Candidate or Personal Service Company must obtain the permission of that party to supply their details to the Agency prior to the Candidate or Personal Service Company submitting the information to the Agency.

## 6. **Applications**

- 6.1 When applying for a vacancy, the Candidate or Personal Service Company must ensure that they:
  - 6.1.1 have read the complete details of the vacancy.
  - 6.1.2 understand the requirements of the vacancy.
  - 6.1.3 meet the requirements of the vacancy.
  - 6.1.4 possess any requisite qualifications required by the vacancy; and
  - 6.1.5 have obtained or applied for any relevant permits or authorisations.
- 6.2 When completing forms or any other application documents, the Candidate or Personal Service Company shall ensure that the details included on the form are to the best of their knowledge, true, accurate, complete and up to date.
- 6.3 The Agency shall forward the Candidate or Personal Service Company's details and information to a Client for the purpose of the relevant vacancy only and shall only do so with the Candidate or Personal Service Company's express permission. In the event that the Candidate or Personal Service Company wishes to apply for multiple vacancies to the same Client, they must submit a separate application for each vacancy.
- 6.4 The Agency may in its discretion decide not to forward any application by the Candidate or Personal Service Company to any Client if the Agency considers the application not to conform to the requirements of these Terms and Conditions.

## 7. **How We Use Your Personal Data (Data Protection)**

- 7.1 All personal data that the Agency may use will be collected, processed, and held in accordance with the provisions of Data Protection Legislation and the Candidate or Personal Service Company's rights thereunder.

“Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

“Personal data” means personal data as defined in the UK GDPR.

- 7.2 For complete details of the Agency’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Candidate or Personal Service Company’s rights and how to exercise them, and personal data sharing (where applicable), please refer to the Agency’s Privacy Notice available During application process and by visiting [www.mcpheestaffing.co.uk](http://www.mcpheestaffing.co.uk).

## 8. **Liability**

- 8.1 The Agency shall not be liable to the Candidate or Personal Service Company for any of the following:
- 8.1.1 The loss of any information, data, CVs or other materials submitted by the Candidate or Personal Service Company.
  - 8.1.2 Any errors or inaccuracies present in the information presented to the Candidate or Personal Service Company including, but not limited to, vacancy advertisements.
  - 8.1.3 The failure of the Candidate or Personal Service Company to secure employment with any of its clients whether caused by the negligence of the Agency, its employees or agents, or any other cause;
  - 8.1.4 Any loss or damage of any kind, howsoever caused arising out of the negligence, misconduct, dishonesty, breach of faith or breach of contract on the part of any Client; and
  - 8.1.5 Any loss or damage of any kind howsoever caused arising out of any material submitted to the Agency by the Candidate or Personal Service Company.
- 8.2 If the Agency is in breach of these Terms and Conditions, it shall only be responsible for any losses to the extent that they are foreseeable to both the Candidate or Personal Service Company and the Agency as a consequence of such breach.
- 8.3 Notwithstanding, sub-Clause 8.2, the Agency shall not in any event be liable for any business losses such as lost data, lost profits or business interruption.
- 8.4 Nothing in these Terms and Conditions shall exclude or otherwise restrict the Agency’s liability either for death or personal injury arising out of its own negligence or for fraud.

## 9. **Indemnity**

The Candidate or Personal Service Company shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings incurred or sustained by the Agency which arise out of the Candidate or Personal Service Company’s use of the Services (including results achieved or unachieved), the Agency’s submission to any Client of any incorrect or incomplete information provided to the Agency by the Candidate or Personal Service Company (whether or not that information is required by these Terms and Conditions), or the Agency’s submission to any Client of any application made by the Candidate or Personal Service Company for a vacancy

where that application contains any incorrect or incomplete information provided to the Agency by the Candidate or Personal Service Company, or any breach of any of these Terms and Conditions by the Candidate or Personal Service Company.

**10. Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing any of their obligations thereunder where such failure or delay results from any event, cause or circumstance that is beyond the reasonable control of that Party. Such event, cause or circumstance includes, but is not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, epidemic, pandemic or other natural physical disaster, acts of terrorism, acts of war, governmental action or any other similar or dissimilar event that is beyond the control of the Party in question.

**11. Notices**

11.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Agency or by the Candidate or Personal Service Company.

11.2 Notices shall be deemed to have been duly given:

11.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

11.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or

11.2.3 on the fifth business day following mailing, if mailed by national ordinary first class mail, postage prepaid.

11.3 All notices these Terms and Conditions shall be addressed to the most recent address or e-mail address notified to the other Party.

**12. Relationship of Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent (other than the agency necessarily arising by law by virtue of the Agency acting as an employment agency), or of employer and employee between the Agency and the Candidate or Personal Service Company.

**13. Third Parties**

Nothing in these Terms and Conditions shall confer any benefit on or be enforceable by any party that is not a party to these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.

**14. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

**15. Modification and Entire Agreement**

15.1 The Agency may modify these Terms and Conditions at any time. In the event that it makes any modifications, it shall forthwith publish details of them on its website [www.mcpheestaffing.co.uk](http://www.mcpheestaffing.co.uk). It shall also send an email to the Candidate or Personal Service Company detailing the modifications.

15.2 If the Candidate or Personal Service Company does not agree to be bound by

any modified terms and conditions the Agency introduces, the Candidate or Personal Service Company must immediately cease using the Services upon publication of those modified terms and conditions.

- 15.3 These Terms and Conditions as modified in accordance with this Clause 15 shall represent the entire agreement between the Candidate or Personal Service Company and the Agency, and it supersedes all previous agreements, terms, conditions, representations or claims which may have been made or agreed upon between them.

**16. Law and Jurisdiction**

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**17. Acceptance of Terms**

17.1 By ticking the box during registration and engaging with our services, the Candidate or Personal Service Company acknowledges and agrees to be bound by these Terms of Business. The Candidate or Personal Service Company confirms that they have read, understood, and accepted all provisions outlined in these Terms, including any updates or amendments that may apply. Engaging with our services constitutes their agreement to these Terms and establishes a legally binding relationship between the Candidate or Personal Service Company and the Employment Agency.