

TPF Recruitment Ltd

Candidate Terms and Conditions

1. Definitions and Interpretation

1.1 In these Terms:

“TPF” means TPF Recruitment Ltd (company no. 13426554) and any UK trading subsidiaries.

“Candidate” means any individual who registers with TPF for work-finding services.

“Hirer” means any person, firm or organisation to whom the Candidate is introduced.

“Services” means work-finding services provided by TPF.

“Introduction” means the provision of any information relating to a Candidate to a Hirer, or any interview arranged, which results in an engagement.

1.2 TPF acts as an employment agency under the Employment Agencies Act 1973 and Conduct Regulations 2003.

1.3 Nothing in these Terms creates any employment, worker or agency relationship between TPF and the Candidate.

2. Acceptance of Terms

2.1 By registering with TPF, the Candidate confirms that they:

have read, understood and agree to these Terms;

have read and agree to TPF’s Privacy Policy (<https://www.tpfrecruitment.com/privacy-policy>);

consent to TPF providing the Services.

2.2 Acceptance may be recorded electronically and forms a binding agreement.

3. Nature of Services

3.1 TPF provides recruitment services free of charge to Candidates.

3.2 TPF may provide, suspend or withdraw Services at its absolute discretion without liability.

3.3 TPF:

does not guarantee to secure employment;

does not guarantee the suitability or availability of any role;

is not responsible for any hiring decision made by a Hirer;

is not a party to any contract between the Candidate and a Hirer.

3.4 Outcomes depend on market conditions, Hirer requirements and Candidate suitability.

4. Candidate Obligations

4.1 The Candidate warrants that all information provided is accurate, complete and not misleading.

4.2 The Candidate must notify TPF of any changes to:

- employment status
- qualifications
- right to work
- availability
- any matter affecting suitability

4.3 The Candidate agrees:

- not to misrepresent their experience or circumstances;
- to act honestly and professionally throughout the process;
- not to damage TPF's reputation or relationships;
- not to circumvent TPF in connection with any Introduction.

5. Identity, Compliance and Verification

5.1 The Candidate must provide documentation reasonably requested, including:

- proof of identity
- right to work documentation
- qualifications

5.2 The Candidate consents to verification checks, including references and third-party screening.

5.3 The Candidate acknowledges that:

- TPF takes reasonable steps to verify information;
- ultimate responsibility for suitability rests with the Hirer.

6. Submission to Hirers

6.1 TPF will not submit a Candidate's details without prior knowledge and consent.

6.2 The Candidate authorises TPF to share relevant information including:

- CV and employment history
- interview feedback
- references and compliance data

6.3 The Candidate acknowledges:

- Hirers act as independent data controllers;
- TPF does not control how Hirers process personal data;
- once shared, data is outside TPF's control.

7. Data Protection and Privacy

7.1 TPF processes personal data in accordance with:

- UK GDPR
- Data Protection Act 2018
- its Privacy Policy

7.2 Personal data may include:

- CV and career history
- contact details
- identity and compliance documentation
- information from referees, employers, public sources and professional platforms

7.3 Data is processed for:

- providing recruitment services
- assessing suitability and matching Candidates with opportunities
- complying with legal and regulatory obligations
- communicating with Candidates regarding relevant opportunities and services

7.4 Lawful bases include:

- performance of a contract
- legitimate interests

legal obligations

consent (where applicable)

7.5 The Candidate acknowledges:

data may be obtained from third parties and publicly available sources;

failure to provide data may limit TPF's ability to provide Services;

personal data may be transferred outside the UK where necessary, in accordance with safeguards set out in the Privacy Policy;

data is retained only for as long as necessary for recruitment services and legal and regulatory obligations, as detailed in the Privacy Policy.

7.6 The Candidate's rights in relation to their personal data, including access, rectification, erasure, restriction and the right to lodge a complaint with the Information Commissioner's Office (ICO), are set out in TPF's Privacy Policy.

7.7 Any data protection queries should be directed using the contact details set out in the Privacy Policy.

8. Data Security and Risk

8.1 TPF implements appropriate technical and organisational measures to protect personal data.

8.2 The Candidate acknowledges:

no system is entirely secure;

TPF shall not be liable for unauthorised access or data breaches beyond its reasonable control, to the extent permitted by law;

TPF will comply with its legal obligations in relation to data breaches;

TPF is not responsible for data handling by Hirers or third parties once data has been shared.

9. Hirer and Role Disclaimer

9.1 TPF does not warrant the accuracy or completeness of information provided by Hirers.

9.2 TPF shall not be liable for:

inaccurate job descriptions

salary discrepancies

changes to roles

withdrawal of opportunities

9.3 The Candidate is responsible for assessing any opportunity.

10. Offers and Engagement

10.1 Offers are only valid when issued directly by the Hirer in writing.

10.2 TPF is not responsible for:

employment terms

onboarding processes

decisions made by Hirers

10.3 TPF shall not be liable for losses arising from:

resignation prior to written offer

withdrawn or amended offers

11. Expenses and Losses

11.1 The Candidate is responsible for any costs incurred during the recruitment process.

11.2 TPF shall not be liable for losses arising from:

interviews

relocation decisions

reliance on informal discussions

12. Limitation of Liability

12.1 To the fullest extent permitted by law, TPF shall not be liable for:

indirect or consequential loss

loss of earnings or opportunity

reputational damage

distress or inconvenience

acts or omissions of Hirers or third parties

12.2 TPF's total liability shall be limited to the extent permitted by law, recognising that Services are provided free of charge.

12.3 Nothing excludes liability for:

death or personal injury caused by negligence

fraud or fraudulent misrepresentation

13. Candidate Indemnity

13.1 The Candidate agrees to indemnify TPF against losses reasonably incurred as a result of:

inaccurate or misleading information

breach of these Terms

misrepresentation to a Hirer

14. Complaints

14.1 Complaints should be submitted in writing.

14.2 TPF will investigate promptly and fairly.

14.3 This does not affect statutory rights or the ability to contact regulatory bodies.

15. Suspension and Termination

15.1 TPF may suspend or terminate Services at any time without liability.

15.2 The Candidate may withdraw at any time.

16. Variation of Terms

16.1 TPF may update these Terms from time to time.

17. Governing Law

17.1 These Terms are governed by the laws of England and Wales.