

TFP Terms & Conditions for Candidates

These are the terms and conditions that govern the relationship between Topfivepercent Ltd and Candidates. The terms and conditions that govern the relationship between Topfivepercent Ltd and their Clients are located elsewhere on this website.

1 Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

1.1 TFP: Topfivepercent Ltd registered in England and Wales with company number 07681663.

1.2 Candidate: An individual who takes the TFP examinations and interviews with a view to gaining a Position with one of TFP's Clients.

1.3 Client: An employer who purchases Services from TFP with a view to sourcing a Candidate to fill a vacant Position.

1.4 Position: An employment vacancy at one of TFP's Clients that TFP attempt to fill.

1.5 Campaign: A targeted attempt by TFP to fill a specific Position over a designated time period.

1.6 Services: The services – including, but not limited to, the testing, interviewing and associated administration – that TFP provide Clients and Candidates when sourcing Candidates for Positions.

1.7 Unless the context otherwise requires, each reference in these terms and conditions to 'Agreement' is a reference to these terms and conditions, as amended or supplemented at the relevant time.

1.8 Unless the context otherwise requires, each reference in these terms and conditions to 'Writing', and any cognate expression, includes a reference to any communication effected by electronic mail, telex, facsimile transmission or similar means.

1.9 Any reference in this Agreement to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees.

1.10 Any reference in this Agreement to a person includes any corporate body, unincorporated association, partnership or any other legal entity.

1.11 Words importing the singular number include the plural and vice versa.

1.12 Words importing any gender include any other gender.

2 Use of TFP Services by the Candidate

2.1 If Candidates fail to attain a specific Position they apply for and do not wish to be considered for future Positions, they shall request to leave TFP in Writing and TFP staff will delete their records from the TFP database.

2.2 If Candidates do not request to be removed from the system following failure to attain a specific Position, TFP reserve the right to retain their details after the termination of any given Campaign and enter them for subsequent Positions. However, TFP staff will always seek the express consent of Candidates before doing this.

2.3 The personal details of any given Candidate will not be disclosed by TFP to any outside parties without the Candidate's express consent. If a Candidate applies for a specific position that is taken as consent that they are willing for their details to be shared with the employer in question.

2.4 TFP shall not be responsible for any misrepresentation made by a Client or their agents to a Candidate.

2.5 TFP shall not be responsible for the actions of any Client or their agents should a Candidate be selected for an interview or a Position with the Client.

2.6 All TFP tests are the sole property of TFP and may not be used or reproduced without the express consent of TFP.

2.7 TFP use various methods throughout the provision of their Services to identify and disqualify cheats and anyone found cheating will be dealt with severely. TFP staff reserve the right to remove Candidates they suspect of

cheating from the system and blacklist Candidates who have been found to cheat from some or all of the Clients on their database.

3 Jurisdiction

3.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by English law.

3.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement, including any question as to its existence, termination or validity.

3.3 Topfivepercent Ltd are registered in England and Wales with company number 07681663. They comply with the Data Protection Act of 1998 and have an Information Commissioner's Office Licence.