

## Terms & Conditions

### Information about us and how to contact us

- Eden Training Solutions Ltd. incorporated and registered in England and Wales with company number 06705249, registered office: Unit 8, Courtyard 31, Pontefract Road, Normanton WF6 1JU;
- Contact us on [017098 86820](tel:01709886820) or at [enquiries@eden-ts.com](mailto:enquiries@eden-ts.com)
- If we need to contact you, we will email you at the address you have provided to us.

### The Terms

- Eden Training Solutions Ltd (Eden)
- These are the terms and conditions on which we supply recruitment services to you and explain who we are, how we will provide recruitment services to you, how you or we may change or end the agreement services, what to do if there are any issues and other important information.
- These terms and conditions shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns.

### The Employer shall:

- Co-operate with Eden representatives in matters relating to the agreed recruitment services provided;
- Specify a person authorised to act on behalf of the employer on matters relating to the agreed recruitment services provided;
- Provide Eden with up-to-date information on the recruited candidate's employment status.

### Equality of Opportunity

The Employer must provide equality of opportunity in the workplace regardless of age, gender, ethnicity, or beliefs and to treat the recruit equitably, fairly and reasonably, as with the rest of the workforce, and not discriminate or act unfairly against recruited candidates';

The Employer shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof or any other statutory provision relating to discrimination in employment or the provision of services. The Employer shall take all reasonable steps to ensure the observance of these provisions by all its servants, employees/agents employed in the execution of this agreement;

Eden will, in delivering the services under this agreement, demonstrate that it has had regard to the duties placed by the Equality Act 2010. We shall ensure that equality of opportunity is built into all aspects of services and shall use analysis of data to inform future planning to improve the representation, participation and success of underrepresented and underachieving groups and challenge stereotyping and shall use appropriate, specific, and measurable objectives

## Recruiting with Eden

- Our acceptance to onboarding you as a client will only take place once we have received a signed agreement, between you and Eden, detailing your chosen recruitment plan, the associated services we agree to provide;
- You acknowledge and agree that any agreement between you and Eden will be valid for 12 months from the date of signing, unless changes, further detailed in these terms apply;
- You acknowledge that when your initial vacancy exceeds that of the agreed number of one (1), an additional service charge of £150.00 (Bronze Plan), £250.00 (Silver Plan) or £350.00 (Gold Plan) per additional vacancy will be applied;
- You acknowledge that you are responsible for the correct selection of recruitment plan;
- You acknowledge that fees for recruitment services may be subject to increase in line with inflation.

## Training and Credits

- You acknowledge that the training credits that are applicable to each recruitment plan are allocated once the applicable rebate period has passed;
- You understand that training credits to the value of a monetary value do not equal a physical monetary value and Eden are under no obligation to provide you with credit;
- You acknowledge that training credits can be used to purchase a variety of training offered by Eden and must be used in the time period of 12-months;
- Qualified candidates that are recruited into a role by Eden that subsequently enrol onto an apprenticeship at a later date, retain their original credit allocation;
- Unused credits may be carried over to a new recruitment plan.

## Rebate System

- All recruitment plans offered by Eden are subject to differentiating levels of rebate, based upon the selected plan.
- You acknowledge that client eligibility for a rebate is based upon a candidate, recruited by Eden, having left your employment by their own accord within the rebate period applicable to your chosen recruitment plan.
- You acknowledge that any refund in relation to recruited candidates (employees) supplied by Eden that have subsequently left your employment of their own accord shall be rebated in credit based on the table outlined below;

Rebate	Timeline
75% credit	0-6 weeks
50% credit	7-12 weeks
25% credit	13-18 weeks
Zero credit	19 weeks +

- Client dismissal of staff recruited via Eden, within any timeframe, will not result in said client being eligible for a rebate of any kind;
- When applying for a rebate, clients of Eden must be prepared to provide reasonable evidence of candidate resignation;
- The training credits that are applicable to each recruitment plan are allocated once the applicable rebate period has been passed.

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## Price and payment

- The price of your recruitment plan (which is shown excluding VAT) will be the price indicated on your agreement, following your initial assessment with a member of our team.
- Invoices will be payable in full, within 30-days, following the successful candidate placement;
- In the event that the recruited employee enrolls onto an apprenticeship qualification, the service becomes complimentary. You acknowledge that it is your responsibility to inform Eden to request credit.

## Data protection

- As a client requesting recruitment services, you are the Data Controller and Eden is the Data Processor in relation to the personal data you provide to us. Our registration number on the data protection register is Z2122090. Our privacy policy is available to view on our website.

## How we use personal data

- We will collect the names and contact details of individuals authorised to make payment and those who are identified as primary contacts.
- We retain personal information that is provided to us and will periodically send emails regarding client reviews and for other related purposes in relation to the provision of services.
- We will only use the personal data for this purpose or in accordance with your instructions as Data Controller, unless otherwise required by law. In which case we will notify you, unless prohibited from doing so by law. We will notify you if any of your instructions infringe the data protection legislation;
- We will implement appropriate technical and organisational measures to keep your data secure;
- We will take all reasonable steps to ensure the reliability and integrity of our employees who have access to the personal data, ensure that they are informed of the confidential nature of the Personal Data and have undergone adequate training in the use, care, protection and handling of personal data;
- We will ensure they do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by you or as otherwise permitted by these terms and conditions;
- We will notify you of a personal data breach within 24 hours of becoming aware, and will assist you in meeting your obligations under the data protection legislation;
- We will notify you within 24 hours of receiving a Subject Access Request or request to erase any personal data, or any other request, complaint or communication relating to obligations under the data protection legislation or communication from the Information Commissioner or any other regulatory authority;
- We will not authorise any other third parties to process the personal data other than with your prior written consent, and we will ensure that a written agreement is in place with any such sub-processors;
- If you have any questions about how we use this information, please contact our Data Protection Officer at [enquiries@eden-ts.com](mailto:enquiries@eden-ts.com)
- If individual (employees) would like a copy of their personal data, or would like us to delete it, or cease using it, then please let us know by contacting the Data Protection Officer at [enquiries@eden-ts.com](mailto:enquiries@eden-ts.com)
- If you are unhappy with how we have used this personal data, you have the right to make a complaint to the Information Commissioner's Office (ICO);
- You can find out more information about your data rights on the Information Commissioner's website <https://ico.org.uk/>