

EMPLOYMENT AG

AND CONDITIONS

These Terms and Conditions [to
provisions of the contract between
the Agency to the Client.

any other documents containing
ply to the provision of Services by

1. Definitions and Interpretation

1.1 In these Terms and
following expressions

the context otherwise requires, the
meanings:

<p>“Agency”</p>	<p>agency>> a company registered in Registration>> under number ation Number>> whose registered red Office>>;</p>
<p>“Candidate”</p>	<p>introduced by the Agency to the ment;</p>
<p>“Client”</p>	<p>firm or company including any diaries to whom a Candidate is</p>
<p>“Confidential Information”</p>	<p>tion concerning either Party and ness methods, plans, systems, its trade secrets; its products or er information which is expressly ntial;</p>
<p>“Engagement”</p>	<p>ment, engagement or use by a e whether part or full time, with or</p>
<p>“Introduction”</p>	<p>be deemed to have taken place has provided a Client with any ng a Candidate, or where a Client ate following an instruction from a ndicate;</p>
<p>“Introduction Fee”</p>	<p>ble by the Client to the Agency in se Terms and Conditions, on the ndicate to a Client which results in Candidate;</p>
<p>“Remuneration”</p>	<p>, fees, bonuses, commission, other financial benefit payable to, ndicate for services to a Client; and</p>
<p>“Services”</p>	<p>ent agency services provided by ent as set out in these Terms and</p>

1.2 Unless the context
Conditions to:

ch reference in these Terms and

1.2.1 “writing”, an
communicat

ion, includes a reference to any
transmission or similar means;



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1.2.2 a statute or regulation is a reference to that statute or regulation as in force at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Schedule is a reference to a Schedule of these Terms and Conditions; and

1.2.5 a Clause or Paragraph (including a sub-paragraph) of these Terms and Conditions (including a Clause or Paragraph of a Schedule; and

1.2.6 a "Party" or "Parties" is a reference 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 on the interpretation of these Terms and Conditions.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

2. The Contract

2.1 Any and all business done by the Agency is subject to these Terms and Conditions [together with any other documents containing provisions of the contract between the parties>>] and in the event of any conflict with any other documents containing provisions of the contract between the parties [together with <<describe any other documents containing provisions of the contract between the parties>>] shall prevail unless agreed otherwise in writing by a <<Director of the Agency>>.

2.2 No modification or variation of these Terms and Conditions [or <<describe any other documents containing provisions of the contract between the parties>>] shall be valid unless agreed in writing, signed on behalf of the Agency, and the date on or after which such new terms will apply.

2.3 The Introduction of a Candidate for the Client, or the management of a Candidate, or the introduction of a Candidate for the Client, shall be deemed to be done in accordance with these Terms and Conditions [and <<describe any other documents containing provisions of the contract between the parties>>] by the Client.

2.4 These Terms and Conditions [and <<describe any other documents containing provisions of the contract between the parties>>] contain the entire agreement between the Client and supersede all previous agreements.

3. Vacancies and Advertisement

3.1 The Agency shall have the right to cancel or otherwise remove any vacancy advertisement at any time, for any reason and without notice to the Client.

3.2 If any vacancy advertisement is found to discriminate on the basis of race, disability, gender reassignment, marriage and civil partnership, sex, or sexual orientation, the Client shall be deemed to have declined unless the vacancy is exempted from the Equality Act 2010; the Employment

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Equality (Religion and
(Age) Regulations
vacancy advertisement
explaining those ex

2003; or the Employment Equality
any applicable exemptions, the
panied by a written statement
apply to the vacancy.

3.3 If, in the opinion of
illegal purposes or
report the vacancy
may include, but a
ACAS, the Informa
Employment Confed

vacancy advertisement indicates any
of the Agency may, without notice,
relevant authorities. Such authorities
Department for Work and Pensions,
Office; and the Recruitment and

3.4 Vacancy advertise
Candidates for a pe
the Agency and the

open and viewable by prospective
> or otherwise as agreed between

3.5 All vacancy adverti
vacancy unless oth
Client.

details of no more than one single
ing between the Agency and the

4. **The Agency's Obligations**

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4.1 The Agency shall e
vacancies as are n
the Agency believes

and willing Candidates to fill such
of the Client or to notify the Client if
n the Client's requirements.

4.2 The Agency shall e
published on the d
within <<insert perio

at all vacancy advertisements are
ent or, where no date is agreed,
of the vacancy.

4.3 The Agency shall e
Client have the e
required by the Clie
that the Client wish
Candidates prior to

at all Candidates introduced to the
s, and authorisations which are
professional body, for the position(s)
endeavour to verify the identity of
Client.

4.4 At the same time a
inform the Client of
Agency has obtaine

te to the Client the Agency shall
ed in sub-Clause 4.3 of which the

4.5 The Agency shall
Clients and Candida
professional body o

reasonable steps to ensure that
requirements imposed by law or any
s that the Client seeks to fill.

4.6 The Agency shall
practicable to ensu
the Client or the Ca

such steps as are reasonably
etrimental to the interests of either
sition which the Client seeks to fill.

4.7 The Agency cannot
and gives no warrant

able Candidate for each vacancy
of any Candidate.

4.8 Where a Candidate
working with or car
infirm or anyone in
reasonably practica
Client copies of all
Engagement, two r
confirmation that t
people.

g for Engagements that involve
er the age of 18, the elderly, the
ention, the Agency shall take all
obtains and makes available to the
or authorisations required for the
unrelated to the Candidate, and
suitable to work with vulnerable

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5. **The Client's Obligations**

- 5.1 The Client shall provide the information required for the Agency to perform its Services. The Client shall use its best endeavours to ensure that the information is complete, accurate and up-to-date.
- 5.2 The Client shall ensure that the information provided to the Agency does not contain any material which is defamatory, illegal, dishonest, untrue, obscene or discriminatory.
- 5.3 The Client shall ensure that the information provided to the Agency does not contain any material which is defamatory, but not limited to, information which is defamatory to any third parties (including, but not limited to, any individual or company).
- 5.4 The Client must provide the details of the vacancies that the Client wishes to fill, including the type of work required, the date of commencement, the terms and conditions of pay and location as well as any other details or conditions required by law, the Client's name and contact details, the name of any health or safety risks or other risks which the Client wishes to fill, as well as the action to be taken by the Client to address such risks.
- 5.5 The Client must ensure that the information provided to the Agency does not contain any material which is defamatory, but not limited to, information which is defamatory to any third parties (including, but not limited to, any individual or company).
- 5.6 The Client must not engage any member of the Agency's staff, but in the event that any member of the Agency's staff is engaged in Engagement with the Client, the Client must pay an appropriate fee in accordance with Clause 6.
- 5.7 The Client warrants that the information provided to the Agency's file is true and correct, and in any event within 24 hours of the Agency's filing of the information relating to the Candidate's identity, inform the Agency if it becomes aware that it is aware of the identity of the Candidate or otherwise becomes aware of the identity of the Candidate or otherwise becomes aware of the identity of the Candidate prior to the Agency's filing of the information relating to the Candidate's identity. The Client shall provide such a notice within the time period set out in Clause 6.3, and in any event within 24 hours of the Agency's filing of the information relating to the Candidate's identity.
- 5.8 The Client acknowledges that the Agency is under no obligation to provide the Services until all relevant information has been provided by the Client in accordance with sub-clause 5.7.
- 5.9 The Client shall inform the Agency of any change in the information provided to the Agency. The Agency shall charge the Client at the rate of <<insert rate>> for each alteration to the advertisements or other information provided to the Agency.
- 5.10 Subject to the provisions of sub-clauses 5.3 and 4.8, the Agency shall not be liable to verify or otherwise check the information provided to the Client.
- 5.11 It shall be the sole responsibility of the Client to ensure that Candidates are provided with suitable references. The Client shall obtain any required permits and licences for the provision of the Services.
- 5.12 It shall be the sole responsibility of the Client to obtain any required permits and licences for the provision of the Services.
- 5.13 It shall be the sole responsibility of the Client to arrange for any required medical examinations for the provision of the Services.
- 5.14 The Client must not engage any member of the Agency's staff, but in the event that any member of the Agency's staff is engaged in Engagement with the Client, the Client must pay an appropriate fee in accordance with Clause 6.

information which is reasonably accurate and up-to-date. The Client shall use its best endeavours to ensure that the information is complete, accurate and up-to-date.

The Client shall ensure that the information provided to the Agency does not contain any material which is defamatory, illegal, dishonest, untrue, obscene or discriminatory.

The Client shall ensure that the information provided to the Agency does not contain any material which is defamatory, but not limited to, information which is defamatory to any third parties (including, but not limited to, any individual or company).

The Client must provide the details of the vacancies that the Client wishes to fill, including the type of work required, the date of commencement, the terms and conditions of pay and location as well as any other details or conditions required by law, the Client's name and contact details, the name of any health or safety risks or other risks which the Client wishes to fill, as well as the action to be taken by the Client to address such risks.

The Client must not engage any member of the Agency's staff, but in the event that any member of the Agency's staff is engaged in Engagement with the Client, the Client must pay an appropriate fee in accordance with Clause 6.

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The Client acknowledges that the Agency is under no obligation to provide the Services until all relevant information has been provided by the Client in accordance with sub-clause 5.7.

The Client shall inform the Agency of any change in the information provided to the Agency. The Agency shall charge the Client at the rate of <<insert rate>> for each alteration to the advertisements or other information provided to the Agency.

Subject to the provisions of sub-clauses 5.3 and 4.8, the Agency shall not be liable to verify or otherwise check the information provided to the Client.

It shall be the sole responsibility of the Client to ensure that Candidates are provided with suitable references. The Client shall obtain any required permits and licences for the provision of the Services.

It shall be the sole responsibility of the Client to obtain any required permits and licences for the provision of the Services.

It shall be the sole responsibility of the Client to arrange for any required medical examinations for the provision of the Services.

The Client must not engage any member of the Agency's staff, but in the event that any member of the Agency's staff is engaged in Engagement with the Client, the Client must pay an appropriate fee in accordance with Clause 6.

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- 5.15 The Client must r
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- 5.16 The Client must not
a Candidate, the C
first 12 months of
Clause 6 will be inc
- 5.17 The Client must wit
Candidate provide t
the Candidate.
- 5.18 Notwithstanding su
as to the suitability
responsible for takin
- 5.19 The Client is respon

6. Fees and Payment

- 6.1 The Introduction F
commencement of
amount equal to <
during the first 12 m
- 6.2 If the Engagement
then the Introductio
- 6.3 In the event that a
extended then an In
the period up to 12
by the Client.
- 6.4 The Client will no
commences an eng
Client.
- 6.5 The Client must pa
days of receiving th
- 6.6 The Agency reser
percentage>>% ab
any invoiced Introd
date to the date of p
- 6.7 For a placement pe
endeavour to find a
week>> exclusive a
unable to find a s
Agency may refund
- 6.8 Except where a C
entitled to a refund
where the Engagem
Candidate commen
of the Introduction
not worked by the C
- 6.9 Where a Client ha

mediately of the acceptance by a
it is made to that Candidate and
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ely if, following the Engagement of
increases at any time during the
the Introduction Fee detailed in

ays of offering an Engagement to a
of the job offer or contract given to

bove the Client must satisfy itself
vacancy, and the Client must be
checking the validity of qualifications.

uneration to the Candidate.

Client to the Agency upon the
andidate shall be calculated as the
of the Candidate's remuneration
t exclusive of VAT.

fixed term of less than 12 months
pro rata as above.

ed term of less than 12 months is
n the Candidate's remuneration for
Engagement will become payable

roduction Fee until a Candidate
ency will render an invoice to the

ion Fees within <<insert period>>

interest at the rate of <<insert
>> rate of interest per annum on
unpaid by the Client from the due

e.g. four>> weeks, the Agency will
candidate on a <<state e.g. four-
cost to the Client. If the Agency is
andidate within this time then the
ccordance with Clause 6.8 below.

de redundant the Client may be
e where it was paid on time, and
n <<insert period>> weeks of the
the rate of <<insert percentage>>
e <<insert number>> week period

Engagement to a Candidate but

withdraws it before the Client must pay the Agency fee as a percentage of the fee that the Candidate would have been entitled to if the Client had not withdrawn it.

since the Engagement the Client shall not be liable to pay a fee which is less than the amount set out above, and in any event not less than the fee which the Candidate would have been entitled to if the Client had not withdrawn it.

7. Confidentiality

7.1 Each Party undertakes to keep confidential and not to disclose to any other person any Confidential Information, or to use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.1.1 keep confidential and not to disclose to any other person any Confidential Information, or to use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.1.2 not disclose any Confidential Information to any other person, or to use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.1.3 not use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.1.4 not make any Confidential Information available to any other person, or to use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.1.5 ensure that any Confidential Information disclosed to any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

provided by sub-Clause 7.2 or as otherwise set out below, in any event, at all times:

Information;

Disclosure to any other person;

Use for any purpose other than as contemplated in these Terms and Conditions;

Disclosure in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.2 Either Party may:

7.2.1 disclose any Confidential Information:

7.2.1.1 any such disclosure is required by law;

7.2.1.2 any such disclosure is required by a court of law or a regulatory authority or regulatory body;

7.2.1.3 any such disclosure is required by the person to whom the Confidential Information is disclosed or any of the persons mentioned in sub-Clause 7.2.1.2 above.

to:

of that Party;

authority or regulatory body; or

of that Party or of any of the persons mentioned in sub-Clause 7.2.1.2 above.

to such extent as may be necessary for the purposes contemplated by these Terms and Conditions, and in each case subject to the person to whom the Confidential Information is disclosed obtaining and giving to the person to whom the Confidential Information is disclosed a written undertaking from the person to whom the Confidential Information is disclosed, in so far as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes mentioned in sub-Clause 7.2.1.2 above; and

7.2.2 use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, or to disclose it to any other person, or to use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

for the purposes contemplated by these Terms and Conditions, and in each case subject to the person to whom the Confidential Information is disclosed obtaining and giving to the person to whom the Confidential Information is disclosed a written undertaking from the person to whom the Confidential Information is disclosed, in so far as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes mentioned in sub-Clause 7.2.1.2 above; and

any purpose, or disclose it to any other person, or to use any Confidential Information for any purpose other than as contemplated in these Terms and Conditions, in any way or part with possession of any Confidential Information by any officers, employees, agents or advisers of that Party, would be a breach of the provisions set out in Clause 7.1.4 above.

7.3 The provisions of these Terms and Conditions shall survive the termination or expiration of the Engagement for any reason.

shall remain in force in accordance with their terms and conditions for any reason.

8. Data Protection

8.1 In this Clause 8: "Data Protection Legislation" means any legislation in force from time to time in the United Kingdom relating to data protection and privacy including, but not limited to, the Data Protection Act 1998, the Data Protection Act 2018 and any secondary legislation made under either of those Acts;

legislation in force from time to time in the United Kingdom relating to data protection and privacy including, but not limited to, the Data Protection Act 1998, the Data Protection Act 2018 and any secondary legislation made under either of those Acts; and the applicable law version of the Data Protection Act 1998.



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General Data Protection Regulation (EU 2016/679) (the "UK GDPR"), as it forms part of the law of England, Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 as amended; and

the Data Protection Act 2018 (the "UK GDPR"), as it forms part of the law of England, Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 as amended; and

"personal data" means

personal data as defined in the UK GDPR.

8.2 All personal data that is collected, processed, stored, or otherwise used in accordance with the provisions of Data Protection Legislation by the Agency or the Client or the Client's Legislation of any third party

that the Client ("First Party") may use will be the Client's ("First Party") in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation, as the case may be, either the Client's or the Client's rights under the Data Protection Legislation.

8.3 For complete details of the collection, processing, storage, and retention of personal data, the Client should refer to the privacy notice for personal data is used for the purposes of the First Party's and any third party's data sharing (where applicable) attached in [the Schedule to this Agreement]

For complete details of the collection, processing, storage, and retention of personal data, the Client should refer to the privacy notice for personal data is used for the purposes of the First Party's and any third party's data sharing (where applicable) attached in [the Schedule to this Agreement]

8.4 [All personal data that is collected, processed, stored, or otherwise used in accordance with this Agreement shall be subject to the Data Protection Sharing Agreement attached to this Agreement.]

[All personal data that is collected, processed, stored, or otherwise used in accordance with the terms of the Data Protection Sharing Agreement attached to this Agreement shall be subject to the Data Protection Sharing Agreement attached to this Agreement.]

8.5 ¹[All personal data that is collected, processed, stored, or otherwise used in accordance with this Agreement shall be subject to the Data Protection Sharing Agreement attached to this Agreement.]

[All personal data that is collected, processed, stored, or otherwise used in accordance with the terms of the Data Protection Sharing Agreement attached to this Agreement shall be subject to the Data Protection Sharing Agreement attached to this Agreement.]

9. **Liability**

With the exception of death or personal injury or responsible for any loss or damage, including any loss of profits or business, howsoever caused to the Client by the Agency, the Agency shall not be liable for any failure of the Agency to introduce or in connection with the introduction of or in connection with the introduction of the Client by the Agency and the Client.

With the exception of death or personal injury or responsible for any loss or damage, including any loss of profits or business, howsoever caused to the Client by the Agency, the Agency shall not be liable for any failure of the Agency to introduce or in connection with the introduction of or in connection with the introduction of the Client by the Agency and the Client.

10. **Indemnity**

The Client shall indemnify the Agency for any costs, liability, damages, loss, claims or proceedings incurred by the Agency which may arise out of the Client's use of the Agency's Services under these Terms and Conditions.

The Client shall indemnify the Agency for any costs, liability, damages, loss, claims or proceedings incurred by the Agency which may arise out of the Client's use of the Agency's Services under these Terms and Conditions.

11. **Force Majeure**

Neither Party to these Terms shall be liable for any failure or delay in performing their obligations under these Terms beyond the reasonable control of the Party, including but not limited to: power failure, Internet outage, flood, storms, earthquakes

Neither Party to these Terms shall be liable for any failure or delay in performing their obligations under these Terms beyond the reasonable control of the Party, including but not limited to: power failure, Internet outage, flood, storms, earthquakes

¹ See the notes about Clause 8 in the information pack.

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other similar or dissimilar e

control of the Party in question.

12. **Relationship**

Nothing in these Terms a
relationship of employer and
the Client.

te a partnership or agency or the
relationship between the Agency and

13. **Severance**

In the event that any part(s)
documents containing pro
thereof is declared to be in
parts shall be severed and
valid and enforceable to the

onditions [or <<describe any other
between the parties>>] or part
unenforceable then such terms or
nd conditions shall continue to be

14. **Third Parties**

No provision of these Ter
containing provisions of the
on or be enforceable by an
under the Contract (Rights

<<describe any other documents
parties>>] shall confer any benefit
rty to these Terms and Conditions
9.

15. **Law and Jurisdiction**

15.1 These Terms and
obligations arising
and construed in ac

any non-contractual matters and
(therewith) shall be governed by,
of England and Wales.

15.2 Any dispute, contro
these Terms and
obligations arising
[exclusive] jurisdic

aim between the Parties relating to
any non-contractual matters and
(d therewith) shall fall within the
nd and Wales.

Each Party's Privacy Notice

<<Attach a copy of each Party's P

ed in sub-Clause 8.3>>

Additional terms and conditions

<<Insert any additional terms and
Conditions>>]

as part of the above Terms and

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