

EMPLOYMENT AGENCY SERVICES AND CONDITIONS

1. Definitions and Interpretation

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

“Agency”	Agency>> a company registered in <<Country>> under number <<Company Number>> whose registered office is at <<Address>>
“Candidate”	being an individual who is a work seeker for the purposes of finding a employment position;
“Client”	firm or company including any subsidiaries to whom the Candidate may be referred by the Agency for employment view to the Client employing the Candidate;
“Services”	the recruitment agency services provided by the Agency as set out in these Terms and Conditions.

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

- 1.2.1 “writing”, and any reference to any written communication, includes a reference to any communication by electronic transmission or similar means;
- 1.2.2 a statute or regulation means a reference to that statute or regulation in force at the relevant time;
- 1.2.3 “these Terms and Conditions” means a reference to these Terms and Conditions as amended or supplemented at the relevant time;
- 1.2.4 [a Schedule] means a reference to the relevant Schedule of these Terms and Conditions;]
- 1.2.5 a Clause or paragraph of these Terms and Conditions [a Schedule]; and
- 1.2.6 a “Party” or “Parties” means 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 shall include the plural and vice versa.

- 1.5 References to any gender shall include the 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. These terms shall be agreed otherwise in writing by a <<insert officer / title>>

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2.2 The Candidate shall accept and agreed to be bound by these Terms and Conditions upon submission of any information or data to the Agency.

2.3 Accordingly, a contract shall be deemed to exist between the Agency and the Candidate, following receipt of these Terms and Conditions by the Candidate, upon submission by the Candidate to the Agency of any information or data.

2.4 The Agency may update its Terms and Conditions from time to time for legal or regulatory reasons. The Agency shall make reasonable efforts to notify Clients and the Candidate of any such changes.

2.5 These Terms and Conditions shall prevail over any previous terms of business.

3. The Services

3.1 The Candidate shall be responsible for its own vacancy advertisements and shall apply for any vacancies.

3.2 The Agency shall act as an employment agency and at no cost to the Candidate shall it engage the Candidate as an employee. The Agency is engaged and paid by its Clients to fill permanent vacancies.

3.3 [The Agency shall inform the Candidate of any and all vacancies for which the Candidate is suitable in accordance with the Candidate's requirements.]

3.4 [Whilst the Agency endeavours to inform the Candidate of vacancies in accordance with the Candidate's requirements, it does not guarantee that any particular vacancies will be available or that it will be able to inform the Candidate of all available vacancies.]

3.5 Whilst the Agency endeavours to ensure that all information that the Agency provides to its Clients is up-to-date, the Agency does not guarantee that all information in its advertisements and other information made available to the Candidate is complete, accurate or up-to-date.

3.6 If the Agency finds a vacancy for which the Candidate is suitable and the Candidate wishes to accept, the Candidate must sign an employment contract and any offer letter from the Agency. The Candidate acknowledges and agrees that these documents will constitute their entire agreement and that these documents take precedence over other communications received by the Candidate in relation to employment, and that it is the Candidate's sole responsibility to resolve any queries or discrepancies with the Agency. The Candidate shall sign the contract / offer letter.

4. [Vacancy Notifications]

4.1 [If the Candidate has provided an email address, the Agency shall email updates of vacancies that are relevant to them from time to time. The provisions of this Clause 4 shall apply.]

4.2 The Agency shall send such emails at the frequency specified in the Candidate's email address <<insert frequency>> and they shall contain listings of vacancies in accordance with the Agency's criteria.

4.3 The Agency shall be under no obligation to send such emails and it does not guarantee that any particular vacancies will be featured in each email.

5. Candidate Information

5.1 In order to use the Agency's services, the Candidate must provide details and

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information which shall be limited to:

5.1.1 their identity

5.1.2 contact information

5.1.3 date of birth

5.1.4 qualifications and any relevant professional experience

5.1.5 any necessary permits;

5.1.6 training, experience and employment history;

5.1.7 references;

5.1.8 the Candidate's current location and where they are legally entitled to work in the United Kingdom, and, where required by the relevant law, matters.

The Agency requires the Candidate to match the Candidate with the appropriate Clients.

5.2 The Candidate must ensure that the information submitted to the Agency is, to the best of their knowledge, complete, and up-to-date.

5.3 In the event that the information becomes incorrect, or out-of-date, the Candidate must submit appropriate information to the Agency as soon as is reasonably possible.

5.4 Where any of the information contains details which require the permission of a third party (including, but not limited to, referees) to supply their details, the Candidate must obtain the permission of that party to supply their details to the Agency.

6. Applications

6.1 When applying for a vacancy, the Candidate must ensure that they:

6.1.1 have read the full details of the vacancy;

6.1.2 understand the requirements of the vacancy;

6.1.3 meet the recruitment criteria;

6.1.4 possess any necessary qualifications or experience required by the vacancy; and

6.1.5 have obtained any necessary permits or authorisations.

6.2 When completing the application documents, the Candidate shall ensure that the information provided in the form are to the best of their knowledge, true, accurate, and up-to-date.

6.3 The Agency shall forward the details and information to a Client only and shall only do so with the Candidate's express consent. If the Candidate wishes to apply for multiple vacancies, they must submit a separate application for each vacancy.

6.4 The Agency may inform the Candidate to any Client that does not consider the application not to conform with the requirements of the Client.

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7. How We Use Your Personal Information

- any of these Terms and Conditions.
10. **Force Majeure**
- Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing any of their obligations if such failure or delay results from an event, cause or circumstance beyond the reasonable control of that Party. Such event, cause or circumstance is not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, epidemic, pandemic, physical disaster, acts of terrorism, acts of war, governmental actions or similar or dissimilar event that is beyond the control of the Party.
11. **Notices**
- 11.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if delivered to, of, a duly authorised officer of the Agency or by the Candidate.
- 11.2 Notices shall be deemed to have been given:
- 11.2.1 when delivered to the recipient by registered mail;
- 11.2.2 when sent, by email, and a successful return receipt is generated; or
- 11.2.3 on the fifth business day after mailing, if mailed by national ordinary first class mail with return receipt paid.
- 11.3 All notices these Terms and Conditions shall be addressed to the most recent address or e-mail address of the Candidate.
12. **Relationship of Parties**
- Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of joint venturers (other than the agency necessarily acting as an employment agency), or of employer and employee between the Agency and the Candidate.
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 provisions of these Terms and Conditions is found to be unlawful, invalid or unenforceable, that / those provisions shall nevertheless be deemed severed from these Terms and Conditions. The remainder of these Terms and Conditions shall remain 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 modification, it shall forthwith publish details of them on its website at www...>>. It shall also send an email to the Candidate to inform them of the modifications.
- 15.2 If the Candidate does not agree to the modified conditions the Agency shall not be bound by any modified terms and conditions the Candidate must immediately cease using the Services under these Terms and Conditions.
- 15.3 These Terms and Conditions shall prevail in accordance with this Clause 15.

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and it supersedes a
or claims which may

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terms, conditions, representations
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16. **Law and Jurisdiction**

16.1 These Terms and
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and construed in ac

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

16.2 Any dispute, contro
these Terms and
obligations arising
jurisdiction of the co

aim between the Parties relating to
any non-contractual matters and
(therewith) shall fall within the
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Insert [here]