**Agreement for Work Finding Services**

**We are** KennedyPearce Consulting Ltd of Bridge House, 4 Borough High Street, London Bridge, London, SE1 9QR (throughout “we”, “us”, “our” and “ours”) including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

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| --- | --- | --- | --- | --- |
| **Introduction:** We operate as an Employment Business when supplying you to clients on a temporary basis, as | | | referred to in the Regulations. We are in the | |
|  |  | business of providing recruitment services to Clients looking for workers, and work finding services to candidates seeking work [and who are carrying on a profession]. You are seeking work, have provided us with your personal details to be registered on our database of candidates, [are carrying on a profession] | | |
|  |  | and have asked us to locate work for you. We are prepared to seek work for you on the basis set out in these terms, and you wish to accept | | our services. This |
| agreement is required by R.14 of the Regulations. | | | | |

# our obligations to you

1. Whilst your details are registered on our database**TERMS**

regard to the relevant terms of that Proposal and the Specified Services requirements

1. we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and if we consider any opportunity may be suitable we may inform you of any terms proposed
2. we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed
3. on or before the time of your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal at any time after 30th September 2011, and if you have so worked, provide us with the PW Details.
4. If you do not wish us to provide your information to any particular Client it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and we cannot accept any liability if we provide your information to any Client other than one you have specifically excluded.
5. You acknowledge that this agreement between you and us is for work finding services only and you are not our employee nor are you engaged by us for any purpose. You have advised us that you wish to operate through a company, but you have not nominated that company. Accordingly should we locate temporary work for you, the terms that shall apply will be the terms herein, our standard terms with the company concerned (“the Supplier”), and in every case the terms set out in clause 5 which apply to every Assignment as referred to therein.

# your agreement

1. In consideration of registration of your details on our database, whilst you are so registered, you agree
2. to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you
3. to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions)
4. to our verification of, retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law
5. that clause 4(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder [including in relation to the carrying on by you of a profession] shall be full and accurate in all material respects
6. to notify us immediately of any change in any of the information (without limitation) you have provided to us at any time
7. upon request, to provide us with names of suitable referees that are not Relatives as defined in the Regulations
8. at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

[4A You have advised us that you carry on a profession and you have provided us with the information as set out in the draft Profession Form contained in the Annexe. Accordingly the provision of our services to you is conditional upon the fact that you carry on a profession and receipt [from you of a signed copy of the Profession Form.]

# terms that apply to each Assignment

1. In respect of each Assignment
2. you warrant that, so that this warranty has effect on your acceptance of each Proposal that you are qualified and suited as a representative of the Supplier in performance of the Specified Services and that you are aware of the terms of the Proposal, or shall ensure that you become aware of the terms of the Proposal before commencing the Specified Services, and shall, to the extent work is undertaken by you for the Supplier, perform such work promptly, efficiently and professionally and in good faith on the Supplier’s behalf for the Client or End User withyou shall
3. be subject to the direction, supervision and control of the Client or End User to the extent necessary for the proper provision of the Specified Services and comply with such rules and regulations of the Client or End User as are relevant to external contractors
4. keep written records of time worked and requested by the Client and have such records signed by a person authorised by the Client and submit such records to the Supplier
5. not do anything that may damage our reputation or that of the Client or cause our agreement with the Client to be terminated
6. not, during an Assignment or thereafter for a period equivalent to the period of supply under the Assignment or, where there has been more than one Assignment within the last two years, for the total period of all Assignments within the last two years with the same relevant Client (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of services or a contract for services or through any third party) provide similar consultancy services to the Client or End User except by contract through us other than with our prior written approval, but this provision shall not apply where we have not received a valid Notice of Opt Out
7. not divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or methods of us or the Client or End User or information received from us or the Client or End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
8. not discuss with the Client or End User the terms of this agreement, an Assignment or the Supplier’s engagement with us other than strictly as required for the proper objectives of the Specified Services
9. not import any software onto the systems of the Client or End User without the prior written consent of the Client or End User or use any facilities provided to it by the Client or End User for any purpose other than is authorised by the Client or End User
10. not use any facilities provided to you by the Client or End User for any purpose other than is authorised by the Client or End User
11. not in relation to the relevant Client or End User during an Assignment or for 6 months thereafter act or do any act capable of being in competition with us and you acknowledge that you agree this clause as a result of the provision by us or the Client of confidential information to you
12. not, either during an Assignment or for 12 months thereafter directly or indirectly solicit or entice away from us any of our officers, agents or employees that have been involved in any matter relating to this agreement or an Assignment without our written consent
13. not do anything that may be construed or perceived by us as bribery, whether intended for our or your own benefit; bribery is a serious offence and, without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment immediately without notice
14. inform us immediately if you are not provided with access to suitable facilities and amenities on a Client or End User site to which you feel you should have access
15. inform us immediately if you feel that you are being treated unfairly, or for any reason you consider that the Supplier is not meeting its statutory obligations towards you
16. you also agree that
17. upon termination of an Assignment you shall deliver up to the Client or End User all materials of the Client or End User in your possession
18. the benefit of any work undertaken by you including any copyright or intellectual rights of any kind in such work shall respectively be and remain the property of the Client or End User and you will sign all documents required for verification of such rights as belonging to the Client or End User.

# general

1. It is further agreed that
2. whilst we shall at all times act in good faith, we may remove your details from our database at any time
3. we have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law
4. we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you
5. you recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a

Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy

1. you recognise that any temporary work we locate that may be suitable for you is subject to you entering into a further agreement whether directly with us or via a nominated and agreed third party umbrella or PSC and we accept no liability if a third party with whom we contract decides not to engage you for any reason
2. in the event that suitable work is found for you
3. unless you have given a valid Notice of Opt Out we shall make payment to you, or to a nominated and agreed third party umbrella or PSC (“Third Party”) with whom we have entered a separate agreement, regardless of whether we have received payment from our client for any work performed
4. the length of notice to be given by you or us to terminate any work found by us for you shall be stipulated in an Assignment confirmation, either agreed between you and us or agreed between us and a Third Party
5. the rate of remuneration payable for any work performed by you, and the frequency in which payment shall be made shall be confirmed in an Assignment confirmation, either agreed between you and us or agreed between us and a Third Party
6. details of any annual leave entitlement relating to such work shall be stipulated in a separate agreement between you and us or in an agreement between you and a Third Party
7. we shall not be liable for any loss or damages if work found for you is not suitable, for any action, tort or breach of contract by a Client or any third party with whom you or we contract, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Client or any third

**definitions and meanings**

**Specified** services: the work requirements set out in a Proposal as provided by us to the Supplier to be provided by you

**Proposal:** an offer of temporary work setting out the identity of the specific Client, the representative to be allocated by the Supplier, location, Assignment term, hours of work and any other special terms

**Assignment:** the arrangement for the Supplier to provide your services to a Client on the terms set out in the relevant Proposal accepted by the Supplier

**End User:** any third party for whom, or at whose premises, the Specified Services are performed as directed by a Client

**Notice of Opt Out:** a notice of opt out under Regulation 32(9) of The Conduct of Employment Business Regulations 2003 that Regulation 32(1) – (8) of the Regulations does not apply

**PW Details:** answers to the questions in the PW Information Form contained in the Schedule

**Regulations:** The Conduct of Employment Agencies and Employment Business Regulations 2003

**Supplier:** a limited company through which you provide your services

**AGREEMENT**

In consideration of the mutual obligations set out in this agreement and our agreement to seek work for you, you accept and agree these terms, which you acknowledge you have fully read and understood. Note: You may confirm your acceptance by signing below, or by confirming your acceptance by our electronic registration form. Should you discuss with us any proposal for work or request us to seek work for you at any time after you have received these terms, the fact of that discussion or the request shall be deemed to be your acceptance of these terms. If you intend to operate through a limited company you may give us Notice of Opt Out in relation to the Regulations by signing below. This will only have effect if the company you operate through agrees to opt out. If you need information on opting out please ask us.