

ACCOUNTABILITY RECRUITMENT LTD

TERMS OF ENGAGEMENT FOR PERMANENT WORKERS (“Terms”) (Contract for Services - individuals)

1. DEFINITIONS

1.1 In these Terms of the following definitions apply:-

“Act	means Employment Agencies Act 1973 and all regulations made under that Act from time to time;
“Permanent Placement”	means the permanent placement of a Permanent Worker as supplied in order to render services to the Client of the kind identified under “type of work” on page 1;
“Client”	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 contracting to hire the services of the Permanent Worker from the Employment Agency;
“DP Act”	means the Data Protection Act 1998 (and the Data Protection Act 1984 where applicable).
“Employment Agency”	means the Employment Agency – Accountability or Accountability Recruitment or Accountability Recruitment Ltd with a Company registration number of SC297030 which operates as an Employment Agency in relation to the Permanent Worker;
“Personal Data”	means such data as defined in section 1(1) of the DP Act (and the Data Protection Act 1984 where applicable);

- “Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “Sensitive Personal Data”** means such data as defined in section 2 of the DP Act (and the Data Protection Act 1984 where applicable);
- “Permanent Worker”** means the Permanent Worker whose name and address is stated on page 1.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These Terms constitute a contract for services between the Employment Agency and the Permanent Worker and they govern all Placements undertaken by the Permanent Worker. However, no contract shall exist between the Employment Agency and the Permanent Worker between Placements.
- 2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Agency and/or its agents and the Permanent Worker. Any Placement Contract is strictly between the Permanent Worker and the Client which shall be received upon successful placement.
- 2.3 No variation or alteration of these Terms shall be valid unless set out in writing and approved by the Employment Agency and the Permanent Worker and a copy given to the Permanent Worker within 5 working days of the date of such approval. The written variation shall state the date from which the varied term shall apply.
- 2.4 For the purposes of the Act the Employment Agency is an employment agency which provides a work-finding service and so is prohibited under the Act from charging the Permanent Worker a fee. In so far as the Employment Agency provides goods or other services they are described and payable as stated on page 1 and if none is stated then no goods or other services are provided by the Employment Agency for which a fee is charged.

3. PLACEMENTS

- 3.1 The Employment Agency will endeavour to obtain suitable Placements for the Permanent Worker for the type of work shown on page 1. The Permanent Worker is not obliged to accept any Placement offered by the Employment Agency.
- 3.2 The Permanent Worker acknowledges that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by the Employment Agency and that the Employment Agency shall incur no liability to the Permanent Worker should it fail to offer opportunities to undertake Permanent Placements of the type shown overleaf.
- 3.3 At the time of offer of a Permanent Placement to the Permanent Worker the Employment Agency shall provide to the Permanent Worker the information required by the Regulations to be provided. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day.
- 3.4 If before the first Permanent Placement, during the course of a Permanent Placement or in the 12 months following a Permanent Placement after the Permanent Worker was last supplied by the Employment Agency to the Client, the client engages the Permanent Worker through another employment agency, the Permanent Worker acknowledges that the Employment Agency will be entitled either to charge an introduction or transfer fee with the Client. The Employment Agency may also charge a fee to the Client where the Client introduces the Permanent Worker to a third party who then engages the Permanent Worker within the period stated above.

4. REMUNERATION

- 4.1 The Permanent Worker shall be paid remuneration as per the offer contract as issued to successful applicants by the Client.

5. CONDUCT OF PERMANENT WORKERS

- 5.1 The Permanent Worker warrants to the Employment Agency that all information given to the Employment Agency in relation to the Permanent Worker and his or her qualifications, skills, experience and any other matters requested was when given, and will throughout the Assignment remain, true, accurate, complete and not misleading.

6. CONFIDENTIALITY AND DATA PROTECTION

- 6.1 The Permanent Worker consents to the Employment Agency keeping, processing and accessing such records and Personal Data including Sensitive Personal Data provided by the Permanent Worker to the Employment Agency and to the content of such records and data being made available and being disclosed to third parties (including the Client) for the purposes permitted or required by the DP Act or as required by law.
- 6.2 For the purposes of the DP Act the Permanent Worker gives his/her consent to the holding, processing and accessing of Personal Data including Sensitive Personal Data provided by the Permanent Worker to the Employment Agency or the Hirer.

7. LAW

- 7.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Permanent Worker

Date