

UK-COMbtc18A

Employment agency agreement: client / hirer terms

Terms and conditions

These terms and conditions are the contract between:

[ABC], a company incorporated in England and Wales under company registration number [number] and whose registered [] (")

And

[Name] of [full address] (")

By visiting or using Our Website or otherwise using the Services, the .

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, :

"Applicant"	means a person introduced by the Agency to the Client .
"Confidential Information"	means all information about the Agency, including any information which may give a commercially competitive advantage to .
	information about staff, their performance and ,
	information, comment or implication published on .
"Engagement"	means any contract or arrangement whatever, whether or not in writing, whereby an Applicant undertakes work .
"Fee"	means money payable to the Agency by the Client for .
"Services"	means the introduction service whereby a Client is introduced to one or more Applicants to work for the Client [

].

"Website" means any website or service designed for electronic access by mobile or fixed devices

2. Interpretation

In this agreement unless the context :

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.3. if any party to this agreement comprises more than one person, all obligations of that
- 2.4. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.5. a reference to a "Month" means a calendar month, and "
- 2.6. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.7. the headings to the paragraphs and schedules to this agreement are inserted for convenience
- 2.8. a reference to an act or regulation includes new law of substantially the same
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version

of this agreement

3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership or agency or the relationship of employer and employee, or other relationship between any of the ,
- 3.2. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf,
- 3.3. The Agency warrants that it has all necessary authority to perform its

4. Entire agreement

- 4.1. This agreement, [\[together with its schedules\]](#), contains the entire agreement between the parties and
- 4.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
- 4.3. As an exception, the parties do rely on information

[\[Enter details of information\]](#)

5. Basis of contract

- 5.1. This document contains the terms under which the Agency will
- 5.2. The Agency is an employment agency: an intermediary which introduces Applicants to prospective clients and vice versa. The Agency has no part,

5.3. These terms become a binding, contractual agreement only when the Agency receives

OR

5.4. Payment by the Client does not create a contract. The contract between the parties comes into existence only when the Agency confirms in writing that it is willing to provide to the Client the Service he

5.5. The Client acknowledges that he understands exactly what is included in the Agency's services and he is satisfied

5.6. The Agency may change the terms of this agreement and / or the way it provides the Services,

5.6.1 the change will take effect when the Agency posts the

5.6.2 the parties will continue to be bound by the terms of this agreement in

5.6.3 any new instruction by the Client will be

5.6.4 the Agency is under no obligation to inform the

5.7. The Client agrees that the description of work and

5.8. The Client agrees that for the purpose of

5.9. The Agency may

5.10. Nothing in this contract shall

5.11. The Client agrees not to enter into any relationship with the

6. Fee and payment

6.1. The Client agrees to pay for the [] []
[]].

6.2. Prices are inclusive

OR

6.3. All money sums mentioned in this agreement are

6.4. As soon as the Client enters into any Engagement, the full amount
(
).

6.5. Payment is due by the []

6.6. Payment shall be made by any of: [],
[]

6.7. If an Applicant leaves the Client's employment within [two] weeks

6.8. There shall be no re-imbusement or credit if

7. Interest

The Agency reserves the right to charge the Client interest in respect of the
late payment of any money (

) []

8. Cancellation of contract

This paragraph applies if, and only if, the Client is a consumer as
(,)
2013 . ,

8.1. The Agency now informs that information relating to all aspects of

,

The following :

8.2. The Client may cancel this contract within 14 days of

,

14

8.3. If the Client requires the Agency to provide Services sooner than 14
days after the ,

We have provided a form

8.4. If the Client has ordered the Service and the Agency have started to

,

,

14 .

8.5. If the Client does so, he will

.

8.6. If the Client gives up his right to ,

.

8.7. In any of the above circumstances,

14

9. Obligations of Agency

9.1. The Agency agrees to make every reasonable effort,
[2]

9.2. In the course of finding,

9.2.1 for each Applicant: obtain confirmation of his

9.2.2 require each Applicant to update

9.2.3 inform the Client, if it becomes aware of any fact which

10. Responsibilities of Client

The Client agrees to satisfy

10.1. check the documents as a proof of the Applicant's

10.2. take up references,

10.3. ensure that the Applicant is capable

10.4. obtain any visa or

- 10.5. obtain any necessary medical certificate;
- 10.6. reimburse the Applicant
;
- 10.7. inform the Agency if an Applicant introduced by the Agency has
already
.
- 10.8. not discriminate against any
/
:
- 10.8.1 racial or ethnic origin;
- 10.8.2 philosophical or religious beliefs;
- 10.8.3 membership of a trade union;
- 10.8.4 sexual orientation or gender.
- 10.9. inform the Agency immediately if he Engages an Applicant,
:
,
- 10.10. notify the Agency immediately if an Engagement
;
- 10.11. comply with UK employment and tax law, including, among
:
,
- 10.12. inform the Agency immediately, in
.

11. Safety and insurance

The Client warrants that he:

- 11.1. holds and will maintain appropriate insurances and in particular,
;
;
- 11.2. will provide a safe
;

11.3. will ensure that the place

;

11.4. has made arrangements with relevant third parties, statutory authorities

,

,

12. Replacement Applicant

These provisions apply in the event that an

,

[]

,

.

12.1. The Agency does not

:

12.1.1 he has informed the Agency,

,

[

]

;

12.1.2 he has

;

12.1.3 the requirements of the position according to the

,

,

;

12.1.4

;

12.1.5

.

12.2.

,

:

12.2.1

;

12.2.2 the Agency shall introduce one replacement Applicant;

12.2.3

.

12.3.

,

.

13. Confidentiality

13.1.

, "

"

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13.2.

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13.2.1

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13.2.2

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13.2.3

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13.2.4

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13.2.5

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13.3.

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13.4.

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13.5.

14. Disclaimers and limitation of liability

14.1.

14.2.

14.3.

14.4.

14.5.

14.6.

14.6.1 indirect or consequential loss; or

14.6.2

14.6.3

14.6.4

14.7.

£[1 , 000].

14.8. ()
() 1999 ,
.

15. Termination

15.1. :

15.1.1 by Engagement of an Applicant by the Client;

15.1.2 [14]
;

15.1.3 [14]

15.2.

15.3. ,

16. Miscellaneous matters

16.1. ,
 ,
 .

16.2.

16.3. 1998 ,

16.4.

16.5.

16.6.

16.7.

It shall be deemed to have been delivered:

: 72 ;

- : 24

16.8. []

16.9. ,

16.10. () 1999 ,

16.11. ,

16.12. []

Signed by [the Director on behalf of] the Agency:

Signed by [Client name]:

Schedule: Fee structure

[(

)]

Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The law

- Under the Regulations, you have the right to cancel this contract within 14 days of making , .
- For all purposes at law, the contract between us is not made until you have agreed these terms, in hard copy, and we have .
- Whether or not you have paid any money to us at that time is relevant neither to the start of .

How to instruct us to start immediately

1. If you want us to start sooner than 14 days away, please .
2. You can give this to us by hand or post or by email, but we must have it in writing. You may cut or tear off the form below or you can .
3. In the meantime, we will contact you to confirm the contract between us and await 14 .

If you want to cancel later

1. Whether or not you ask us to start work immediately, you may cancel this contract at any later time. To exercise this right to cancel, you must tell us you want to cancel. You must do this by a clear statement, - :

[\[Enter address\]](#)

[\[Email\]](#)

2. You may use the attached model cancellation form, but you can use your own words as .

If you cancel, you will save money only insofar as work has not been done. You must still pay us for materials and work done, even if you have .

Request to Start Work

To,

[enter service provider's name]

[address]

[email]

I / We hereby give notice that we would like you to start work (agreed in the contract)

I / We confirm that you have explained that by signing this form we will lose our right to

14

I / We instruct you to start working for us as

Instructed on: date:

Client name:

Client address:

Signature: (If not via internet, signature must be on paper or in email message)

Date:

Model Cancellation Form

To

[enter service provider's name]

[address]

[email]

I/We hereby give notice that I/we cancel my/ :

Client name:

Client address:

Signature: (If not via Internet signature must be on paper or in email message),

Date:

Explanatory Notes:

Employment agency agreement: client / hirer terms

Paragraph specific notes:

Drafting notes following the numbered paragraphs

1. Definitions

You should first decide on the contents of the document, then return to check

By all means use the find/replace function in your word processor to change them. If

Remember too, that when a word or phrase is defined, the defined

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered

3. Relationship of parties

This is a simple statement for the avoidance of doubt. The problem resolved here is that the very word “agency” has important connotation in law. We want to make clear here that

4. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If

5. Basis of contract

First comes a simple statement of what is the essence of the contract. This is followed by an option as to when the contract becomes effective. This is important because your business model may work best if you are not automatically

This paragraph is concerned with the basics of what each side is expected to do and not do.

Then there follow a number of options you may or may not

6. Fee and payment

We have placed the fees in a schedule. It is easier for you to edit the schedule

These are a set of options for payment terms. You may

7. Interest

A useful provision to promote fast payment.

8. Cancellation of contract

If you introduce applicants to domestic clients, you must comply with the Consumer Contracts (ICAC) Regulations 2013. They apply only to a client who is a consumer as defined in the Regulations. A consumer is someone who is not dealing

This paragraph sets out your customer's rights as a "gold standard". In the past, the Law has not compelled a seller

- Provision of information
- the 14 day cancellation period
- "Opt out" of

14

Early start and cancellation rights

At the end of the terms document, we

“ ”

The first part is your notice to your customer. The second part asks your

We have also provided the required information

However, if your

9. Obligations of Agency

We have provided a set of reasonable provisions. Your client will want

On the other hand, you have no legal obligation

We have added the “three month” point because your clients might really want to know

10. Responsibilities of Client

Here is

This selection overlaps the previous one to some extent .

The law provides that an employer must take certain specific steps

11. Safety and insurance

The law requires you to make sure that your client provides a safe place

This provision will not

12. Replacement Applicant

This paragraph is optional and may

By

13. Confidentiality

A useful provision for .

14. Disclaimers and limitation of liability

We have given you very strong .

The law is complicated and much depends

You will see that we have also included in the provision for

15. Termination

This paragraph deals with the

only such terms of ,

16. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes

UK-COMbtc18B

Employment agency agreement: applicant terms

Terms and conditions

These terms and conditions are the contract between:

[ABC], a company incorporated in England and Wales under company registration number [number] and whose registered office is at [address]. (" " " " " ")

And

The Applicant or any person, who approaches the Agency to find

By visiting or using Our Website or otherwise using the Services,

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings,

:

"Applicant" means a person registered to use Our Website and/

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs,

,

,

,

,

,

"Recruiter" means a person who offers a job vacancy on Our .

"Services" means the introduction service whereby we introduce an Applicant to one or more Recruiters. It includes all of

"Our Website"

means any website or service designed for electronic access by mobile or fixed devices

2. Interpretation

In this agreement unless the context :

2.1. a reference to a person includes a human individual, a corporate entity and any organisation

2.2. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted

2.3. if any party to this agreement comprises more than one person, all obligations of that

2.4. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a

2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some

2.6. a reference to an act or regulation includes new law of substantially the same

2.7. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership or agency or the relationship of employer and employee, or other relationship between any of the , .
- 3.2. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, .

4. Entire agreement

- 4.1. These terms contain the entire agreement between the parties and supersede all .
- 4.2. In entering into this contract you have not relied on any representation or information from any source except the .
- 4.3. As an exception, we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, .

5. Basis of contract

- 5.1. Subject to these terms and conditions, we agree to provide to you some or all of the Services [\[and products\]](#) described [].
- 5.2. The Agency is an employment agency: an intermediary which introduces Applicants to prospective recruiters and vice versa. The Agency has no part, , .
- 5.3. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.

5.4. So far as we allow use of our Intellectual Property, we grant a licence to you,

5.5. The contract between us comes into existence when we receive

OR

5.6. The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.

5.7. We may change this agreement and / or the way we provide the Services,

5.7.1 the change will take effect when we post

5.7.2 you agree to be bound by any changes.

OR

5.7.3 we will give you notice of the change. If you do not accept the change, we will refund the money

5.8. The Applicant agrees not to enter into any relationship with the

6. Your account: registration terms

6.1 Details of the cost and

6.2 Payment for registering an account is for [one year / a fixed period of time]. At least two weeks before expiry

6.3 We reserve the right to modify the registration terms

7. The price

7.1 The prices payable for Services

7.2 Prices are inclusive of any

OR

7.3 All money sums mentioned

8. Cancellation and refunds

This paragraph applies

8.1 We now inform you that

8.2 The following

8.2.1 If you have

8.2.2 If you want us

8.2.3 By accepting these terms, you now agree that you are
instructing

8.3 The provisions of this paragraph also

6.

8.4 Free Services (if any)

9. Obligations of Agency

9.1. The Agency agrees to make every reasonable effort,

9.2. In the course of finding and introducing

:

9.2.1 not discriminate against

:

9.2.1.1 ;

9.2.1.2 ;

9.2.1.3 ;

9.2.1.4 .

9.2.2 will make sure that the Recruiter:

9.2.2.1 holds and will maintain appropriate insurances and
in particular,

.

9.2.2.2 will provide a safe place of work wherever

9.2.2.3 will ensure that the place of work is

9.2.2.4 has made arrangements

10. Responsibilities of Applicant

10.1. You understand and agree that:

10.1.1 you alone are responsible for all of the information

10.1.2 the information you submit for a CV must

10.1.3 we will only introduce you to

10.1.4 you will fully co-operate and

10.1.5 you will not discuss the

10.1.6 you are aware of the legal or

10.1.6.1 all laws

10.1.6.2 the specific

10.2. If you deal with a Recruiter

10.3. By registering with us,

10.4. If or when you cancel your account,

10.5. We may also delete your information

[number] months.

10.6. We are not obliged to

11. Intellectual Property

You agree that at all times you will:

11.1. not do anything

;

11.2. notify us of any suspected

;

11.3. so far as concerns software provided

,

:

11.3.1 copy, or make

;

11.3.2 use it in any way not

;

11.3.3 give access to it to any other

;

11.4. not use the

;

12. Termination

12.1. If you or we terminate

12.2. You may terminate

[your account / membership / subscription].

12.3. We retain the right, at our sole discretion,

OR

12.4. We may terminate this

12.5. Termination by

12.5.1 your right to

12.5.2 we are under no

12.6. In the event of such termination by us,

13. Disclaimers and limitation of liability

13.1. This paragraph applies so far

13.2. All implied conditions,

13.3. In providing the Services, the Agency

13.4. The decision to engage an Applicant is in the

13.5. Particulars of Recruiters, their job descriptions

.

13.6. We make no representation or :
.

13.6.1 ;

13.6.2 ;

13.6.3 ;

13.6.4 available or accessible, ;

13.7. The Agency shall not be

:

13.7.1 indirect or ; or

13.7.2 economic loss or other loss
; or

13.7.3 loss or damage caused

.

13.8. Except in the case of fraud, or the death or personal injury of some person,

sum of £[1,000].

13.9. This paragraph (and any other paragraph which excludes or restricts the liability of the Agency)

.

14. Dispute resolution

In this paragraph the term “ADR Provider”

.

The following terms apply in the event
:

14.1. If you are not happy with
to [
].

14.2. Detailed information
[enter link (if
any)]

14.3. If a dispute is not settled as set out above, we hope you will agree to
attempt to

14.4. We can propose an ADR Provider or will listen to your proposal.

15. Miscellaneous matters

15.1. You undertake to provide to us your current land address, e-mail
address, telephone and

15.2. If any term or provision of this agreement is at any time held by any
jurisdiction to be void,

15.3. If you are in breach of , :

15.3.1 publish all text and content relating to the claimed breach,
including your name and
;

15.3.2 terminate your account ;

15.3.3 remove or edit content, ;

15.3.4 issue a claim ;

15.4. Any obligation in this agreement

15.5. No failure or delay by any party to exercise any right, power or remedy will operate as

15.6. Any communication to be served on either of the parties by the other shall be delivered

It shall be deemed

∴

15.7. This agreement does not give any right to any third party under the contracts

15.8. The validity,

Northern Ireland]

[England and Wales / Scotland /

Explantory Notes:

Employment agency agreement: applicant terms

Paragraph specific notes:

Drafting notes following the numbered paragraphs

1. Definitions

We do not know exact terms of your business, so we cannot provide you with defined terms which precisely describe what you offer through your website. . Most visitors/users do not read your terms (even if they have to "tick the box"). The persons who do

:

We use	you decide to change to
--------	-------------------------

"Services"	"Even Better Jobs" / "Apply for Jobs"
------------	---------------------------------------

"Our Website"	"The EB Website" / "The Job Site" / "The Site"
---------------	--

But if you do change the

.

Remember too, that when a word or phrase is defined, the defined meaning when capitalised,

.

You should first decide on the contents of the document, then return to check what

.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has

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3. Relationship of parties

This is a simple statement for the avoidance of doubt. The problem resolved here is that the very word "agency" has important connotation is law. We want to make clear here that your "agency"

4. Entire agreement

This paragraph prevents a party from

5. Basis of contract

This paragraph is concerned with the basics of what each side is expected to do and not do.

6. Your account: Registration terms

We do not know your

7. The price

8. Cancellation and refunds

This paragraph sets out your customer's rights as a "gold standard". In the past, the Law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations

-
-
- "Opt out" of

9. Obligations of Agency

We have provided

The law requires you to make sure that the prospective recruiter provides a safe place of work. It is good practice

10. Responsibilities of Applicant

Here is a long menu

11. Intellectual Property

Few business managers appreciate just how much IP is owned by the business.

12. Termination

This paragraph deals with the typical terms of termination of such agreements. We suggest that

13. Disclaimers and limitation of liability

We have given you very strong protection.

14. Dispute resolution

This paragraph sets out standard terms as required under the Alternative Dispute

:

The new law is directed at those

UK courts have more or less

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should not matter who is the mediator. Of course you should try to find

Mediation costs money. £1000 to £3000 would be the approximate rate outside London, for reading

There seems to be some confusion in the EU regulations as to how far arbitration is included in the proposals. In many EU countries arbitration

As a result of that act, arbitration entails very similar procedures to those in formal litigation. Most arbitration is as expensive and time consuming as litigation.

The new regulations require that if you know of a mediator, you should provide details.

Now here is information about the

The law requires that when your internal complaint handling procedure is exhausted then you must tell your customers about using a mediation or arbitration

You may :

<http://www.legislation.gov.uk/uksi/2015/542/contents/made>
http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf

Do not

15. Miscellaneous matters

A number of special points. We have identified

End of notes