

# Agreement for Work Finding Services

**We are** EduStaff National Limited of 6th Floor, 4 Cam Road, Stratford, London, E15 2SN (throughout “we”, “us”, “our” and “ours”) including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

**Introduction:** We operate as an Employment Business when supplying you to clients on a temporary basis, as referred to in the Conduct Regulations. We are in the business of providing work finding services to candidates (the “Services”) and recruitment services to Hirers. You are seeking work, have provided us with your personal information and have asked us to find work for you. We are willing to identify positions with Hirers for you on the basis set out in these terms.

Your provision to us of personal information (defined in this document as Personal Data) is your acknowledgement that you have read and understood our Privacy Notice. We shall process your Personal Data, for example provided pursuant to Section 2, in accordance with our Privacy Notice.

We recommend Oceanova Personnel Limited as our preferred payroll partner. The work finding service we provide to you is not conditional upon you using Oceanova Personnel Limited, however any alternative provider must satisfy all EduStaff’s compliance requirements.

## Section 1 - our obligations to you

- 1.0 As you have asked us to provide the Services to you
  - (a) we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and
  - (b) if we consider any opportunity may be suitable we may inform you of any terms proposed, and where appropriate in each case, arrange an interview for you to meet a Hirer and use our reasonable endeavours to conclude a Proposal
  - (c) where we offer you a Proposal you agree to let us know promptly whether it is accepted.
- 1.1 The minimum rate of pay we reasonably expect to pay you if you agree that we may supply you to a client will be agreed with you, and in any event will be above the National Minimum Wage.
- 1.2 The types of work we shall seek for you include are school based and agreed prior to an assignment starting. (“Work Types”).

## Section 2 - your agreement

- 2.0 In consideration of the provision of the Services you agree
  - (a) to act at all times in good faith towards us
  - (b) to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we or the Supplier 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; for the avoidance of doubt you may be required to produce your original passport and other documents to validate your identity, your address and your work qualifications and you authorise us to take copies for our records
  - (c) to provide us with any information we reasonably request including but not limited to information
    - (i) required for tax reporting purposes (e.g. your NI number, date of birth or address),
    - (ii) relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role
    - (iii) relating to any charges for criminal offences and undischarged criminal convictions
    - (iv) relevant to the decision of a Hirer to engage you including information that may result in the best interests of a Hirer being affected in any way
  - (d) where requested, to provide us, a potential Hirer, or the Supplier with appropriate authority to undertake any background checks including DBS checks or any other checks that may be required to comply with any safeguarding, technical or Hirer requirements that may be applicable from time to time
  - (e) to provide us at interview or as otherwise requested with a full and complete explanation of any gaps in between employment or any temporary assignments including your activity in such gaps so that we are able to comply with any safeguarding, technical or Hirer requirements
  - (f) to promptly advise us of any change to any information previously provided and you warrant that all information you provide hereunder shall be full and accurate in all material respects
  - (g) upon request, to provide us with names of suitable referees that are not Relatives as defined in the Conduct Regulations
  - (h) to the verification, retention and use by us or any third party interposed between us and a Hirer in respect of the provision of the Services of all information and documents we obtain, either from you or from any other party relating to you and whether received by us before or after commencement of any engagement we arrange, for any purpose relevant to this agreement including compliance with statutory or contractual information or reporting requirements
  - (i) to advise us if you wish us to cease providing the Services
  - (j) 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 Hirer or End User named in the Proposal and if you have so worked, provide us with the PW Details
  - (k) to co-operate fully with us and any Hirer in relation to any investigation by us, the Hirer or any regulatory body including any tax authority, which relates to either the provision of the Specified Services, your status or any payments made to you in respect of the Specified Services or any matter covered by clause 3.7 including but not limited to the provision of any information as may be required for the purpose of compliance with our statutory or contractual obligations
  - (l) by reason of your agreement to clauses 2.0(k) and 3.7 and your recognition that any Arrangement requires your agreement and is for your sole benefit, to fully indemnify and keep so indemnified us and the Hirer against any loss claim or damages including costs arising from any claim made against us or a Hirer for any non-payment of income tax or national insurance which would have been paid were it not for the existence of the Arrangement you have chosen to enter into
  - (m) if 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 (“Professions Form”), the provision of the 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
  - (n) if a role requires that you undertake any Disclosure and Barring Service (“DBS”) checks, you will provide the required documents and information upon request, and you acknowledge that an Assignment may not commence until the documents are provided and we have been able to complete all necessary checks under the DBS.

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- 2.1. If you do not wish us to provide your information to any particular Hirer 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 Hirer other than one you have specifically excluded.
- 2.2 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 save as provided for in this document. You have advised us that you wish to operate through a company, but you may not have 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 Supplier, and in every case the terms set out in Section 3 which apply to every Assignment as referred to therein.

### Section 3 - terms that apply to each Assignment

- 3.0 The provisions in this Section apply in respect of each Assignment.
- 3.1 We shall make payment to the Supplier regardless of whether we have received payment from the Hirer for any work performed unless we have received a Notice of Opt Out, and it is your responsibility to ensure you receive payment from the Supplier.
- 3.2 The rate of remuneration payable to the Supplier for any work performed by you, the frequency with which payment shall be made, and 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 the Supplier.
- 3.3 Details of any annual leave entitlement relating to such work shall be stipulated in a separate agreement between you and the Supplier.
- 3.4 You warrant, 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 Hirer or End User with regard to the relevant terms of that Proposal and the Specified Services requirements.
- 3.5 You shall
  - (a) unless expressly agreed otherwise be subject to the direction, supervision and control of the Hirer or End User to the extent necessary for the proper provision of the Specified Services and comply with such rules and regulations of the Hirer or End User as are relevant to external contractors
  - (b) keep written records of time worked and requested by the Hirer and have such records signed by a person authorised by the Hirer and submit such records to the Supplier
  - (c) not do anything that may damage our reputation or that of the Hirer or cause our agreement with the Hirer to be terminated
  - (d) 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 Hirer (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of service or a contract for services or through any third party) provide similar consultancy services to the Hirer 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
  - (e) 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 Hirer or End User or information received from us or the Hirer 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
  - (f) not discuss with the Hirer 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
  - (g) not import any software onto the systems of the Hirer or End User without the prior written consent of the Hirer or End User nor use any facilities provided to you by the Hirer or End User for any purpose other than is authorised by the Hirer or End User
  - (h) not in relation to the relevant Hirer 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 Hirer of confidential information to you
  - (i) 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
  - (j) 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
  - (k) inform us immediately if you are not provided with access to suitable facilities and amenities on a Hirer or End User site to which you feel you should have access, or 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.
- 3.6 You also agree that
  - (a) upon termination of an Assignment, or an earlier request you shall deliver up to the Hirer or End User all materials of the Hirer or End User in your possession
  - (b) 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 Hirer or End User and you will sign all documents required for verification of such rights as belonging to the Hirer or End User.
- 3.7 You acknowledge and agree that under our contract with the Supplier all payments to you or in relation to any work carried out by you shall be treated as employment income and therefore be subject to UK income tax and National Insurance deductions under the PAYE scheme and you agree to inform us immediately if payments to you are made in any other way, or your engagement by the Supplier ceases for any reason.

### Section 4 - liability

- 4.0 Whilst we shall at all times act in good faith
  - (a) we do not guarantee that any work will be found or any Proposal concluded 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
  - (b) you recognise that a Hirer may withdraw an opportunity at any time before commencement of an Assignment and, whilst we shall endeavour to obtain accurate information from a Hirer, 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

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- (c) 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 Hirer 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 Hirer to you or any third party with whom you or we contract, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Hirer to us
- (d) without prejudice to the provisions of Section 4 our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
- (e) we may remove your details from our database at any time at our sole discretion
- (f) 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.

### Section 5 - general

- 5.0 Any notice under this agreement shall be in writing and sent to the addressee at the last known address, or electronic mail address either, respectively, by first class post, or by email to a default specified email address. Where no default email address is specified you may not provide notice by email. Notice shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of email on the date email confirmation of receipt (but not delivery) is received by the sender.
- 5.1 No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.
- 5.2 Each portion of this agreement, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto a void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force.
- 5.3 This agreement will continue until terminated on one week's written notice by one party to the other, save that you may not give notice to cause termination of this agreement during any Assignment, and clauses intended to have effect following termination shall survive termination.
- 5.4 In the event of a conflict between this agreement and our contract with a Supplier for the supply of your services, this agreement shall prevail.
- 5.5 This agreement supersedes any previous agreement relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.
- 5.6 We may assign our rights and obligations under this agreement but you may not do so without our prior written consent.
- 5.7 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 5.8 The Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

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## definitions and meanings

<b>Arrangement</b>	any arrangement that you enter into with a third party that results in a lower payment of tax and national insurance or a higher payment to you by reason of any kind of scheme including any offshore arrangement
<b>Assignment</b>	the arrangement for the Supplier to provide your services to a Hirer on the terms set out in the relevant Proposal accepted by the Supplier
<b>Conduct Regulations</b>	the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)
<b>End User</b>	any third party for whom, or at whose premises, the Specified Services are performed as directed by a Hirer
<b>Hirer</b>	a client of ours including any third party with whom we have a relationship of any kind as a client, or a potential client, who may be interested in engaging you or does engage you, or who may wish to utilise your services in any way including, for each Assignment such third party who is specified to be the Hirer in a Proposal
<b>Notice of Opt Out</b>	a notice of opt out under regulation 32(9) the Conduct Regulations that regulation 32(1) – (8) of the Conduct Regulations does not apply
<b>Data Protection Laws</b>	the EU Regulation 2016/679 (General Data Protection Regulation) and any other data protection legislation applicable from time to time in the UK or the jurisdiction of the Contract Site (if not the UK) and use herein of 'Personal Data' has the meaning defined therein
<b>Privacy Notice</b>	Our privacy policy made pursuant to the Data Protection Laws, which can be found on our website at <a href="http://www.edustaff.co.uk">www.edustaff.co.uk</a>
<b>Proposal</b>	an offer of temporary work setting out the identity of the specific Hirer, the representative to be allocated by the Supplier, location, Assignment term, hours of work and any other special terms
<b>PW Details</b>	answers to the questions in the PW Information Form contained in the Schedule
<b>Specified Services</b>	the work requirements set out in a Proposal as provided by us to the Supplier to be provided by you
<b>Supplier</b>	Oceanova Personnel Limited or such alternative supplier as agreed in writing by us from time to time

## 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. 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.