



## Recruitment Agency Agreement: Education Applicant

These terms and conditions are between **jjFOX Limited** acting as an Employment Agency (perm employment/perm) or Employment Business (temp employment/temp) and the work-seeker/applicant (“**You**”)

1. In this agreement, unless the context clearly indicates another intention:
  - (a) Reference to: one gender includes all other genders; the singular includes the plural and vice versa; a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision; a document is a reference to that document as from time to time supplemented or varied; writing includes fax, e-mail and similar means of communication; and to a person natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.
  - (b) Obligations undertaken by more than a single person are joint and several obligations.
2. You have requested jjFOX to search and find job opportunities with jjFOX’s clients (the “**Hirer**”). You are registered with jjFOX and this agreement is accepted by your continuing instructions and us acting on your behalf unless terminated. jjFOX will not charge you a fee for its services and The Employment Agencies Act 1973 (the “**Act**”) prohibits Employment Agencies and Employment Businesses from charging a fee for work finding services (unless it is acting in one of the permitted categories under the Act) and the provision of work finding services by jjFOX is **not** conditional on any ancillary services which we charge fees for
3. You agree that (i) jjFOX will only introduce you to the Hirer. jjFOX does not guarantee any recruitment or other kind of engagement by the Hirer which will depend upon the absolute discretion of the Hirer as per the procedure set out by the Hirer. If selected, you will be under the supervision, direction and control of the Hirer without any liability upon jjFOX (ii) the type of work which will be sought on your behalf will be teaching, lecturing, assessing, verifying, tutoring or similar education based roles (iii) you are not an agent of jjFOX and do not have authority to enter into any commitment on its behalf unless specifically authorised in writing by the jjFOX; (iv) neither this document nor the relationship between jjFOX and you constitutes a contract of employment or partnership and you have no rights pertinent to an employee against jjFOX; and (v) the terms of this agreement constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except agreed in writing by a manager at jjFOX
4. You acknowledge that, in entering into this agreement, you do not rely on any representation, warranty or other term not forming part of this agreement
5. You undertake and confirm that:
  - You will fully co-operate and complete the recruitment process under the instruction of jjFOX and any express conditions of the Hirer
  - You will notify jjFOX immediately if for any reason you are or become unwilling to work in any position to which you may be submitted or offered or accept
  - You will notify jjFOX immediately if any engagement is accepted or offered directly between you and the Hirer
  - You have all qualifications, (whether medical or occupational) and skills, training, experience and any authorisation (required by the Hirer or by law or professional body) for the purpose required by the Hirer as communicated by either the Hirer or jjFOX
  - You have a right to work in the UK
  - You will provide immediately if you have not already done so, confirmation of your identity by supplying a copy of your passport or birth certificate
  - All certificates, your CV and information provided in support of your application are self verified by you to be true and correct
  - You have or will provide two referees who you agree we may contact to obtain references. You further agree that we may also contact companies or other entities listed on your CV for references and/or a testimonial in relation to you or for vetting and screening purposes
  - If you are to work with under 18’s you explicitly agree that you are suitable to work with vulnerable people and will notify us immediately of any convictions. You will also supply jjFOX with either a copy of your enhanced criminal records disclosure (CRB) immediately on request when you already hold one. Where a new CRB is needed, if jjFOX do not receive a copy of the CRB, or a completed application form, or any information relating to a CRB (number, date etc) then jjFOX reserve the right to terminate any assignment on immediate notice

- You will not disclose or discuss rates of pay between other applicants, or contacts or workers at the Hirer's site
  - You will complete our registration and vetting processes and respond to all reasonable requests for information in a timely and complete manner and in any event within 48 hours of such written requests
  - You will not discuss the terms of this agreement and any information supplied by jjFOX with any third party to the prejudice of jjFOX's business interest
  - You are aware of the legal or professional requirements that must be satisfied before the work in question is carried out and if selected or engaged by the Hirer, you will comply with all laws and regulations relating to work and any specific instructions and policies of the Hirer
  - You will indemnify jjFOX for any breach of this agreement on your part. If jjFOX suffers a loss as a result of you terminating a contract and not carrying out the work you agreed to carry out, jjFOX is entitled to seek to recover of that loss from you by any lawful means and its actions in doing so would not constitute a detriment
  - In the event of a dispute between jjFOX and the Hirer in relation to your introduction, you will assist us with all reasonable requests and provide jjFOX with copy documents and information in writing, which will include but not be limited to, confirmation of jjFOX representing you, arranging interviews for you, you attending the Hirer's premises, copies of any offer letter or employment/engagement terms or contracts and payroll information, salary or fee/rates paid to you, including copy payslips, P45's, P60's etc
  - You will not deliberately and unlawfully withhold any property belonging to jjFOX or the Hirer or students/learners, including but not limited to assessments, school work, books, tools, kit and equipment. You will indemnify jjFOX for failure to comply with this obligation. You will also return any such property within 48 hours of a written request to do so. You are to maintain diligence in keeping all documents, items and materials secure and safe at all times in your possession
  - You agree that you will not disclose or show to third parties any confidential material or information that comes into your possession through jjFOX or the Hirer and your work or duties
6. You understand that all information about the Hirer and details of any vacancy with them as may be communicated from time to time by jjFOX to you are confidential. If without the written approval of jjFOX, any such information is passed to a third party which results in loss of any income or business opportunity to jjFOX, you will be liable to indemnify jjFOX's loss of fee that it was to receive from the Hirer.
  7. jjFOX endeavours to ensure the suitability of any Hirer introduced to you and that if a placement goes ahead it is not detrimental to the Hirer or you.
  8. This agreement shall continue unless it is terminated (i) by either party on written notice of 30 days. This notice requirement of 30 days may be waived by the written consent of the party receiving such notice (ii) by either party immediately upon giving notice in writing or via email in the following circumstances: you are in breach of any of the terms of this agreement; or you are or become incompetent or negligent in respect of any of his obligations under this agreement at the sole discretion of jjFOX; or you refuse to carry out the work reasonably and properly required of you under this agreement; or the Hirer terminates its agreement with jjFOX for which you have been or were to be introduced.
  9. Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
  10. You agree that you will not during this agreement and within one year of its termination, by any means and neither for himself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity for the Hirer, the effect of which is to compete with jjFOX. You will not enter into any relationship with the Hirer by bypassing jjFOX during this agreement or within 12 months from the date of its termination on perm positions. In relation to temp the rules set out in the Conduct of Employment Agencies and Employment Business Regulations 2003 (and amendments) (the "Regulations") will apply
  11. jjFOX will not be responsible for obtaining work and other permits, for the arrangements of medical examination and/or investigation into medical history for you.
  12. jjFOX is committed to safeguarding and promoting the welfare of children and young people and expects all staff, applicants and hirers to share this commitment. If a role will involve work with under 18's or vulnerable adults any appointment will be made subject to strict vetting and screening checks and receipt of a satisfactory enhanced CRB check
  13. jjFOX undertakes that its work-seekers on temp assignments will be paid by jjFOX on the provision of submitted and authorised timesheets through jjFOX's online timesheet management system (TMS) before it receives payment from the Hirer subject to applicable laws and regulations). jjFOX will have the reasonable opportunity to satisfy itself by other means that you have actually worked prior to payment. You accept and undertake that you will use TMS to submit timesheets and that all time worked will be recorded accurately, logged and valid. Please note that the terms governing the use of TMS are available on registration with TMS

14. If you are temping:

- jjFOX will be acting as an employment business and you will either be paid through a limited company of your choice (who jjFOX will enter into a contract for services with and which will need to hold relevant insurance cover (such as professional indemnity, employers and public liability))) and which will need to invoice jjFOX prior to payment or PAYE through a third party umbrella company (again, you have freedom of choice in relation to the umbrella provider but which must be approved by jjFOX in the sense that jjFOX must have completed any financial and compliance due diligence on the relevant umbrella company) or self-employed provided certain recommended HMRC tests are satisfied
  - jjFOX does not employ its temp workers directly. Any annual holiday entitlement or payment in respect of such holidays will be set out in your employment contract provided by either your umbrella company or limited company
  - Any contract entered into between jjFOX and you would be on a contract for service basis
  - Please note that umbrella companies do charge fees for their services. Fees are typically charged as a % of pay (e.g. 4%) or weekly (e.g. £12-£18 net of tax and national insurance relief). You should note that usually your take-home pay working through an umbrella provider will be higher than direct PAYE employment due to a range of deductible business expense policies paid without the deduction of tax and national insurance. Umbrella companies provide personalised net income calculations, employment rights, insurance policies, advances of pay against authorised timesheets and comparisons and explanations of their services verbally and in writing. The exact nature of such fees and the services they provide will depend upon the terms of the relevant umbrella company. Fees are payable to the umbrella company itself not jjFOX. You will have the right to cancel or withdraw from any such umbrella service in accordance with each umbrella company's terms. jjFOX can provide further verbal and written information at this stage (including material on a few different umbrella companies) should you require clarification of options
  - Payments will be made monthly to you (unless otherwise agreed) and jjFOX has a legal obligation to pay you whether or not it has been paid by the Hirer and undertakes to do so
  - You will be notified of your actual pay rate and notice period and it will also be noted in a placement letter and/or in your Assignment Schedule or employment contract. Typical terms are hourly rates of between £10-£25, immediate notice to terminate you and 12 weeks notice to Hirer's/jjFOX with holiday pay being paid by an umbrella provider or limited company
- As noted at paragraph 12 above, if you are working with under 18's or vulnerable adults you will require an enhanced CRB (which is up to date and which both jjFOX and a hirer may be satisfied with). An associated company of jjFOX, temp-payee limited ("temp-payee") is registered to carry out CRB checks. If a new CRB application is necessary you may be offered to submit your application via temp-payee at a cost to you of £54.00 which includes temp-payee's administration fee of £10.00 (for time spent processing, completing forms and towards postage and other costs). Please note that the temp-payee service is completely optional and you may use any provider of your choice for your CRB check
  - You agree that jjFOX may hold your vetting and screening information and details of checks completed on you and may provide copies to a Hirer as necessary, under jjFOX's processes and to comply with the Regulations and the Act
15. In the event jjFOX is searching for permanent opportunities for you, it will be acting as an employment agency and you will receive a placement letter on successful placement detailing the terms of any offer. For perm workers, we will not and indeed must never make any remuneration payments to you under the Regulations
16. Any expenses to be reimbursed by jjFOX and paid to you will be authorised and signed by the Hirer in advance of incurring such expenses and will be receipted
17. jjFOX will not be liable to you under or in connection with this agreement for any indirect or for consequential loss or damage or any loss or damage to profit, revenue, savings, use, contract, goodwill or opportunity
18. For the purposes of the Data Protection Act 1998 you consent to the processing of all or any of your personal data (in manual, electronic or any other form) relevant to this agreement, by jjFOX and/or any agent or third party nominated by jjFOX and/or any subsidiary, group or associated company of jjFOX and which are bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA
19. Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication. When possible jjFOX and you agree to e-mail, scan and fax documents. If jjFOX receives documents (e.g. passport) by special or recorded delivery, jjFOX will return by the same
20. jjFOX has robust policies and practices on equal opportunities, diversity and child protection focussing on the needs of you, jjFOX's staff and the Hirer. Copies are available on request

21. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement
22. Separate terms and conditions governing the use of the jjFOX website are at [www.jjfox.com](http://www.jjfox.com)
23. 23. jjFOX are committed to providing a high quality recruitment service. When something goes wrong, jjFOX needs you to tell us about it and you are entitled to complain. This will enable us to address the matter and, where appropriate, to offer a remedy and it will help us to improve our standards. jjFOX take any complaints most seriously and follow a complaints procedure
24. In the event of a dispute arising out of or in connection with this agreement and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by jjFOX and you then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation
25. This agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts