

REGISTRATION TERMS GUIDANCE

BACKGROUND

Regulations 14 & 15 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Conduct Regulations) require terms to be agreed with the work-seeker before providing work-finding services.

GUIDANCE

Members must make their own decision about how to provide these work-finding terms to candidates. This will vary on volume, the sectors they work in and the sophistication of their database.

These terms have been drafted to be sent as a soft copy as they contain links to other documents such as precedent contractor terms and conditions and privacy policy. Some of the information to be provided in Regulation 15 is set out in your contractor terms e.g. details of intervals at which remuneration is paid and notice periods.

However if members pre-qualify candidates in person, then these working-finding terms could be supplied hard copy.

To comply with Regulation 14, you need to provide details of the type of work you will be looking for and the minimum rate of pay (which is normally quoted as national living wage). If you meet the candidate in person or manually upload the candidate on to your system, then this information can be personally provided. However, if the candidate upload is automated e.g. because they applied for a job via a job board or you downloaded their data from LinkedIn, then your system will have to qualify the candidate and autofill fields or you will need to follow up generic work-finding terms with personal contact.

Regulation 15 – content of terms with work-seekers

The terms to be agreed between the employment business and the work-seeker shall include:

- Whether the work-seeker is/will be employed by the employment business under a contract of service, apprenticeship, a contract for services, and in either case, terms and conditions of employment of the work-seeker which apply/will apply;
- An undertaking that the employment business will pay the work-seeker in respect of work done by them, whether or not it is paid by the client in respect of that work;
- The length of notice of termination which the work-seeker is entitled to give and entitled to receive- if none, a statement to this effect;
- Either the rate of remuneration; or
- The minimum rate of remuneration the employment business reasonably expects to achieve for the work-seeker;
- Details of the intervals at which remuneration will be paid; and
- Details of any entitlement to annual leave and to payment in respect of annual leave.

REGISTRATION TERMS TEMPLATE

- 1.** TLSA Limited (the Company) is acting as an Employment Business when arranging contract assignments and as an Employment Agency when arranging permanent appointments on behalf of its candidates, as defined in The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Conduct Regulations). These terms comply with Regulations 14 and 15 of the Conduct Regulations. The Company is in the business of providing work finding services (services), as defined in the Conduct Regulations for candidates and independent specialists and, where a role or assignment is found, providing arrangements for persons to provide services to its clients through contract assignment or by permanent appointment with its clients.
- 2.** You are seeking the following type of work: School staffing opportunities in the Education sector as a Teacher, Support Staff or similar. For contract assignments the Company shall seek work for you with appropriate market rate pay and conditions but the pay will be at least the National Minimum Wage from time to time in force.
- 3.** You have provided your personal information to the Company, or it has obtained your details from Job boards or recruitment partners/referrals.
- 4.** The Company shall provide its services to you in accordance with its privacy notice.
- 5.** If you are seeking a contract position then the Company provides its services in accordance with its terms of business which vary depending on how you provide your services to the Company. You have received Key Information Documents from the Company which should inform your decision on how to provide your services and you should notify the Company of your decision prior to it providing you with services, where practicable.
- 6.** The Company provides its services to you, free of charge, in accordance with its privacy notice, which will include maintaining your details on its database of candidates, searching for suitable opportunities for you and keeping in touch with you. When the Company introduces you to a client, having obtained your consent to the introduction, then upon mutual agreement with the client it will arrange an interview(s) on your behalf and help you conclude negotiations for a permanent or contract assignment. No guarantee can be given that an introduction will lead to a temporary assignment or permanent appointment.
- 7.** You should ensure the information we hold on you, including your curriculum vitae, is accurate and up to date. Kindly provide details of referees promptly upon request, although we will not contact referees without your agreement.
- 8.** You may give the Company a Notice of Opt Out, if applicable, of the Conduct Regulations, by signing and returning the attached Notice of Opt Out. This means the Conduct Regulations will not apply to your contract assignments unless you withdraw the Opt Out and the withdrawal becomes effective.
- 9.** Your acceptance of this agreement and our **terms and conditions of services** shall be deemed by your request or your acceptance of our services or shall be documented by your checking of the box below.