



Recruitment Specialists

WORKSEEKERS AGREEMENT FOR FINDING OR SEEKING TO FIND EMPLOYMENT WITH A CLIENT

DEFINITIONS

1.1 In this Agreement the following definitions apply:

“Workseeker” means the person seeking work, whether on a temporary, contract or permanent basis;

“Client” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom an Introduction is made;

“Agency” means Cornwallis Elt Limited of 2 Finch Lane, London, EC3V 3NA;

“Employment ” means the engagement, employment or use of the Workseeker, or any person supplied by the Workseeker, directly by the Client or any third party or through any other Agency on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement;

“Introduction” means (i) the interview of the Workseeker, or an officer, employee, or representative of the Workseeker, in person or by telephone, by a Client or (ii) the passing to a Client of information which identifies the Workseeker whether directly by the Agency or indirectly;

“Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Workseeker for services rendered to or on behalf of the Client or any third party. Where the Workseeker is provided with a company car, a notional amount may be added to the salary in order to calculate the Agency’ fee.

1.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Workseeker and set out in writing and a copy of the varied terms is given to the Workseeker stating the date on or after which such varied terms shall apply.

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2. DATA PROTECTION

2.1 In accordance with the 1998 Data Protection Act, the Workseeker agrees that personal data regarding the Workseeker may be retained and processed by the Agency for the purpose of considering the Workseeker for suitable employment.

3. AGENCY'S OBLIGATIONS

3.1 The Agency agrees that it shall make reasonable endeavours to find suitable opportunities for the Workseeker to provide the Workseeker's services by way of employment;

3.2 At the same time as an opportunity for employment is offered to the Workseeker, the Agency shall inform the Workseeker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Workseeker would be required to work; the rate of remuneration that will be paid and any expenses payable; and any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks. In addition the Agency shall inform the Workseeker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Employment.

4. RIGHTS AND OBLIGATIONS OF THE WORKSEEKER

4.1 The Workseeker confirms that when supplied by the Agency he or she has the relevant experience and qualifications required by the Client.

4.2 The Workseeker acknowledges that there may be periods when no suitable opportunities for employment are available and agrees: that suitability of the employment shall be determined solely by the Agency; that the Agency shall incur no liability to the Workseeker should it fail to offer opportunities for employment; and that no contract shall exist between the Workseeker and the Agency other than in the terms of this Agreement.

5. PAYMENT

5.1 The Workseeker agrees:

- a) To notify the Agency immediately of any offer of an employment;
- b) To notify the Agency immediately that it has accepted any offer of employment, and to provide details of the Remuneration to the Agency; and

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6. TERMINATION

6.1 The Agency or the Workseeker may terminate this Agreement at any time upon giving one week's notice in writing. Any fees that have been incurred prior to the date of termination shall remain payable while any fees chargeable in respect of any employment that commences after the date of termination but resulting from any Introduction made before the date of termination shall also be payable on the terms set out herein.

7. NOTICES

7.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

8. LIABILITY

8.1 Notwithstanding clause 3.2 the Workseeker shall satisfy itself as to the suitability of any employment and of any Client to whom the Workseeker is introduced. The Workseeker is responsible for obtaining work permits and/or such other permission to work as may be required, and/or investigations into the Client and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the employment is offered.

9. LAW

9.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales. Both parties warrant that subject to communication of this Agreement, the Agreement is deemed to be accepted by the Workseeker unless the Workseeker notifies the Agency otherwise in writing.

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