



WORK SEEKERS AGREEMENT

1. **DEFINITIONS:**

1.1. The definitions and rules of interpretation in this clause apply to this Agreement:

“Agency”, “us”, “we”, and “our”: means Options Resourcing Ltd of 2nd Floor Equity Court, 73-75 Millbrook Road East, Southampton, England, SO15 1RJ (also referred to as “Options Resourcing”).

“Agreement”: means this agreement between Options Resourcing and the Work Seeker for the provision of work-finding services.

“Assignment”: means the period during which services are carried out by the Work Seeker for a Client for a particular assignment.

“Client”: means any person, firm or corporate body requiring the services of the Work Seeker, together with any subsidiary or associated company defined by the Companies Act 2006.

“Work Seeker”, “you” and “your”: means the individual introduced by the Agency to the Client for an Assignment.

“Work Type”: means the type of work which the Agency will seek placements for the Work Seeker and will include roles within the construction industry.

“Conduct Regulations 2003”: means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Intermediary Company”: means any entity that engages the Work Seeker for an Assignment accepted by the Work Seeker. Where the Work Seeker is engaged by such an entity, Options Resourcing will contract with the Intermediary Company for the provision of services.

1.2. The headings in this Agreement are for convenience and ease of reference only and will not affect the construction or interpretation of any provision of this Agreement.

1.3. The use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender.

1.4. any reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before or after the date of this Agreement) for the time being in force including all instruments, orders or regulations then in force and made under or deriving validity from it.

1.5. any phrase introduced by the terms ‘include’, ‘including’, ‘in particular’ or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

2. **THE CONTRACT:**

2.1. These terms set out the entire agreement between Options Resourcing and the Work Seeker for the supply of services to a Client (including, for the avoidance of doubt, where the Work Seeker undertakes an Assignment without having signed these terms). Options Resourcing has the right to refuse any Work Seeker’s application.

- 2.2. For the purposes of the Conduct Regulations 2003, Options Resourcing acts as an Employment Business in relation to the introduction and supply of the Work Seeker to a Client.
- 2.3. For the avoidance of doubt, these terms shall not give rise to a contract of employment between the Agency and the Work Seeker. The Work Seeker may at a later stage, be engaged by us under a contract for services or alternatively, engaged by and supplied to us via an Intermediary Company.
- 2.4. Subject to clause 2.1, for the avoidance of doubt the terms of this Agreement shall be agreed when the Work Seeker signs and returns a copy to Options Resourcing, or when the Work Seeker otherwise confirms their agreement (whether electronically or otherwise).

3. OUR SERVICES:

- 3.1. Options Resourcing provide work finding services to work seekers registered with Options Resourcing and whose details are on Options Resourcing's database.
- 3.2. Options Resourcing is not obliged to offer any Assignment to the Work Seeker and the Work Seeker shall not be obliged to accept any Assignment offered by Options Resourcing.
- 3.3. Where a suitable Assignment is found and accepted by the Work Seeker, Options Resourcing may engage the Work Seeker directly under a contract for services or the Work Seeker may be engaged by an Intermediary Company.
- 3.4. Where the Work Seeker is engaged by an Intermediary Company to provide services on any Assignment, Options Resourcing will contract with the Intermediary Company for the provision of the Work Seeker's services for the onward supply of the Work Seeker to the Client.
- 3.5. Where the Work Seeker is engaged by an Intermediary Company Options Resourcing will have no contractual or financial relationship with the Work Seeker.
- 3.6. Options Resourcing will seek work for the Work Seeker, solely on the basis set out in this Agreement, until this Agreement is terminated in accordance with clause 6.
- 3.7. Whilst the Work Seeker's personal details are registered on Options Resourcing's database, it is agreed that:
 - 3.7.1. Options Resourcing may search for opportunities within the Work Type for the Work Seeker from time to time at Options Resourcing's absolute discretion. If Options Resourcing considers any opportunity may be suitable for the Work Seeker to undertake, Options Resourcing may inform the Work Seeker of the opportunity.
 - 3.7.2. Where appropriate, Options Resourcing may arrange an interview with a Client and may conduct negotiations with Clients. However, Options Resourcing offer no guarantee that when the Work Seeker is informed of an opportunity that the Client will make an offer of an Assignment. Where the Work Seeker accepts an Assignment, the Work Seeker confirms that they are willing to work in the position which the Client seeks to fill.
 - 3.7.3. Options Resourcing have no obligation to provide the Work Seeker with any information or service other than as stated in this Agreement or as required by law.
 - 3.7.4. Options Resourcing do not guarantee that any work will be found and Options Resourcing do not accept any liability if Options Resourcing do not locate any work for the Work Seeker, nor does Options Resourcing guarantee that any work found will be suitable for the Work Seeker.
 - 3.7.5. The Work Seeker recognises that a Client may withdraw an opportunity at any time, and, whilst Options Resourcing endeavour to obtain accurate information from a Client, whether as to a role, duration, nature of work or otherwise, Options Resourcing cannot guarantee its accuracy.
 - 3.7.6. Options Resourcing may remove the Work Seeker's registration details from Options Resourcing's database at any time.

4. WORK SEEKER'S OBLIGATIONS:

- 4.1. In consideration of the registration of your details on our database, you agree:
 - 4.1.1. To provide us with a full and accurate summary of your personal employment history, proper evidence of your entitlement to work in the United Kingdom and evidence of any qualifications, such as certificates or diplomas.
 - 4.1.2. To provide us with any information we reasonably request which will enable us to assess your suitability for an Assignment. We may request details relating to your health where this may affect your ability to perform tasks which are intrinsic to the role. Where we do request this, you agree to provide us with your medical report and/or occupational health report and Options Resourcing and a relevant third party being given access to your medical report and occupational health report so that they can review your medical history as part of their examination. We may also request details of any criminal convictions in accordance with our statutory obligations.
 - 4.1.3. To notify Options Resourcing immediately of any change in any of the information that you have provided to Options Resourcing at any time.
 - 4.1.4. To our retention and use of all information and documents we obtain, either from you or from any other party relating to you for the purpose of both our work finding services and our statutory obligations.
 - 4.1.5. To the provisions of such information and documentation to a Client and relevant use by the Client. You may withdraw your consent by notice in writing to us at any time.
 - 4.1.6. At our request to provide us with names and contact details of suitable referees.
- 4.2. Where the Work Seeker accepts an Assignment offered by Options Resourcing, and is engaged directly by Options Resourcing under a contract for services the Work Seeker agrees:
 - 4.2.1. To inform Options Resourcing as soon as possible but in any event, at least one week prior to the commencement of the Assignment in the event that the Work Seeker wishes to withdraw their acceptance to an Assignment.
 - 4.2.2. Not to engage in any conduct detrimental to the interest of the Client and Options Resourcing.
 - 4.2.3. Subject to the Work Seeker providing a properly authorised timesheet for each Assignment, Options Resourcing will make payment to the Work Seeker, for each hour worked at the rate agreed when offering an Assignment regardless of whether Options Resourcing has received payment from the Client.
 - 4.2.4. The minimum rate of pay that Options Resourcing reasonably expects to achieve for the Work Seeker will be no less than the applicable National Minimum Wage per hour.
 - 4.2.5. Where the Work Seeker accepts an Assignment, Options Resourcing will pay the Work Seeker for each hour worked in each week (subject to the terms of the contract for services agreed between Options Resourcing and the Work Seeker). Such remuneration will be paid to the Work Seeker weekly in arrears.
 - 4.2.6. In the event the Work Seeker accepts an Assignment, the Work Seeker will be entitled to paid annual leave in accordance with the Working Time Regulations 1998 (subject to the terms of the contract for services agreed between Options Resourcing and the Work Seeker).
 - 4.2.7. That the Client can cancel an Assignment for any reason and at any time, including but not limited to after the Work Seeker has arrived at the Client's site. Where an Assignment is cancelled after the Work Seeker has arrived at the Client's site but prior to commencing an Assignment, any payment will be made at the discretion of the Client and Options Resourcing to the Work Seeker. Timesheets must still be submitted directly to Options Resourcing. Options Resourcing does not guarantee that payment will be made and does not accept any liability.
 - 4.2.8. To ensure the timesheets are signed by a supervisor at each Client site and use different timesheets for each Client.
 - 4.2.9. To maintain complete confidentiality regarding all Agency and Client information.
 - 4.2.10. In the event that the Client requests the Work Seeker to work additional shifts/ hours or Assignments, the Work Seeker must inform Options Resourcing as soon as possible.
 - 4.2.11. To inform Options Resourcing immediately in the event the Client offers the Work Seeker a permanent position (or any other work) with the Client.

- 4.3. Where the Work Seeker is engaged by an Intermediary Company on an Assignment, you agree:
- 4.3.1. To inform Options Resourcing or, where relevant, the Intermediary Company, whichever is more practically appropriate, as soon as possible but in any event, at least one week prior to the commencement of the Assignment in the event that the Work Seeker wishes to withdraw their acceptance to an Assignment.
 - 4.3.2. Not to engage in any conduct detrimental to the interest of the Client and Options Resourcing.
 - 4.3.3. That you will be solely responsible for the contractual agreement between you and the Intermediary Company including your rate of pay, intervals at which you will be paid and your entitlement to holidays and holiday pay.
 - 4.3.4. That the Client can cancel an Assignment for any reason and at any time, including but not limited to after the Work Seeker has arrived at the Client's site. Where an Assignment is cancelled after the Work Seeker has arrived at the Client's site but prior to commencing an Assignment, any payment will be made at the discretion of the Client and Options Resourcing to the Intermediary Company which supplies the Work Seeker to Options Resourcing. Timesheets must still be submitted to Options Resourcing either directly or where relevant through the Intermediary Company. Options Resourcing does not guarantee that payment will be made and does not accept any liability.
 - 4.3.5. To ensure the timesheets are signed by a supervisor at each Client site and use different timesheets for each Client.
 - 4.3.6. To maintain complete confidentiality regarding all Agency and Client information.
 - 4.3.7. In the event that the Client requests the Work Seeker to work additional shifts/ hours or Assignments, the Work Seeker must inform Options Resourcing and, where relevant, the Intermediary Company of this as soon as possible.
 - 4.3.8. To inform Options Resourcing immediately in the event the Client offers the Work Seeker a permanent position (or any other work) with the Client.
 - 4.3.9. To inform Options Resourcing immediately in the event the Intermediary Company offers the Work Seeker any other work.
- 4.4. Any failure to comply with the terms of this clause 4 may result in Options Resourcing terminating the Agreement with the Work Seeker without any liability and Options Resourcing may take any legal action against the Work Seeker as Options Resourcing deems necessary.

5. DATA PROTECTION:

- 5.1. Options Resourcing will process personal data and sensitive personal data (also known as special categories of personal data) relating to you in accordance with the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018 (Data Protection Legislation).

6. TERMINATING THE AGREEMENT:

- 6.1. Subject to clause 6.1 and clause 6.2, this Agreement may be terminated by either party by giving the other one week's written notice to the other.
- 6.2. If the Work Seeker wishes to work directly or otherwise than through Options Resourcing for any Client with whom the Work Seeker has had contact via Options Resourcing, the Work Seeker is required to provide one week's written notice to Options Resourcing, and the Client may be charged an introduction fee and / or a transfer fee.
- 6.3. This Agreement and any obligations, on Options Resourcing, arising out of or in consequence of this Agreement shall automatically terminate when the Work Seeker is contractually engaged by an Intermediary Company or otherwise provides services supplied via an Intermediary Company.

6.4. This Agreement and any obligations, on Options Resourcing, arising out of or in consequence of this Agreement shall automatically terminate when the Work Seeker accepts an Assignment.

7. GENERAL TERMS:

7.1. The Work Seeker is not an employee or a worker of Options Resourcing. The Work Seeker is responsible for its own contractual arrangements with any Intermediary Company, in the event the Intermediary Company supplies the Work Seeker to Options Resourcing.

7.2. This is the sole agreement between the Work Seeker and Options Resourcing, and it supersedes any previous agreements whether written or oral.

7.3. You agree that you have not relied on any representations made by Options Resourcing that are not set out in this Agreement.

7.4. No variation or alteration of these terms shall be valid unless approved by a director of Options Resourcing in writing. The failure by Options Resourcing to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

7.5. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or unlawful, the other provisions shall remain in force.

7.6. If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the parties.

7.7. This Agreement is governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Declaration

You hereby declare that you have read and accept the terms of this Work Seekers Agreement and that these terms are legally binding and are applicable if you reply to, or apply for, a position advertised by Options Resourcing.