



CANDIDATE TERMS & CONDITIONS

Empire ML Ltd
80-83 Long Lane
London, UK
EC1A 9ET
Registration Number: 07131163

Tel: +44(0)844 824 3512
Fax: +44(0)844 824 3513
E-Mail: info@empire-locums.co.uk
Web: www.empire-locums.co.uk



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TERMS & CONDITIONS**

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TERMS OF ENGAGEMENT / AGREEMENT WITH THE LIMITED COMPANY CONTRACTOR

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Contractor is engaged by the Employment Business to render services to the Client.
“Client”	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Contractor;
“Contractor”	means the limited companies employing the Contractor(s) including any representative, employee, or officer thereof (and shall include the Contractor(s) introduced to the Client by the Employment Business and includes the Contractor with whom the Employment Business contracts to carry out the Services.
“Employment Business”	means Empire ML Limited, T/A Empire Locums, Empire of 80 – 83 Long Lane, London, EC1A 9ET.
“Relevant Period”	means the longer period of either 14 weeks from the first day on which the Contractor worked for the Client, or 8 weeks from the day after the Contractor was last supplied by the Employment Business to the Client.
“Contractor Contract”	means the specific details of the assignment agreed between the Contractor and the employment business in addition to these Terms of Engagement;

1.2. Unless the context requires otherwise references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms constitute a contract for services between the Employment Business and the Contractor upon being signed on behalf of the Contractor and they govern all Assignments undertaken by the Contractor. However, no contract shall exist between the Employment Business and the Contractor between Assignments.

2.2 For the avoidance of doubt, these Terms shall not be construed as a contract between any individual supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.



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

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Contractor to work. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Contractor and the Employment Business during periods when the Contractor is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Contractor the Employment Business shall inform the Contractor 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 Contractor would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Contractor; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition, the Employment Business shall inform the Contractor 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 Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Contractor is being offered an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days and such information has already been given to the Contractor.

3.5 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Contractor direct or through another employment business, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Contractor may be engaged directly by the Client or through another employment business without further charge to the Client. In addition, the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Contractor to a third party who subsequently engages the Contractor within the Relevant Period.

4. FEES

4.1. The Contractor will receive payment from the Employment Business calculated at a minimum hourly rate as specified in the Contractor Contract, being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears.



- 4.2. Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 4.3 All payments will be made to the Contractor and the Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives ("Staff") for any Assignment.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than *midday* on *Monday* following the week to which they relate. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, VAT number, and should state any VAT due on the invoice.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3. Where the Contractor fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked

6. LIABILITY

- 6.1. The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
- 6.2. The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

7. CONTRACTOR'S OBLIGATIONS

- 7.1. The Contractor agrees on its own part and on behalf of its Staff as follows: -
 - 7.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business.



- 7.1.2. To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client.
- 7.1.3. To take all reasonable steps to safeguard its own health and safety and the health and safety of any other person who may be affected by its actions on the Assignment.
- 7.1.4. To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations.
- 7.1.5. To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
- 7.1.6. To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- 7.1.7. To furnish the Employment Business with any progress reports as may be requested from time to time.
- 7.1.8. Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.
- 7.1.9. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 7.1.10. To comply with all the requirements of VAT legislation and the Companies Act 1981.
- 7.1.11. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why the individual supplied to do the work may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

8. ACKNOWLEDGEMENT

- 8.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of its Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

9. COMPUTER EQUIPMENT WARRANTY

- 9.1. The Contractor shall ensure that any computer equipment and associated software that it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.



10. CONFIDENTIALITY

10.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows: -

- 10.1.1. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
- 10.1.2. To deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the Assignment;
- 10.1.3. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

11. TERMINATION

11.1. Assignment may be terminated by either the Employment Business or the Contractor by giving the other party in writing as is specified in the assignment Contractor Contract.

11.2. Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

- 11.2.1. The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;
- 11.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
- 11.2.3. The Contractor becomes insolvent, dissolved or subject to a winding up petition
- 11.2.4. For any reason the Contractor proves unsatisfactory to the Client.

11.3. Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.

11.4. If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.



11.5. The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Contractor.

12. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY

12.1. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Contractor (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

13. NOTICES

13.1 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.

14. OPT OUT NOTIFICATION

This Opt Out Notification is supplement to the agreement ("the Agreement") between **The Agency and the Service Provider**. The terms used in this notification shall have the same meaning as those defined in the Agreement

14.1 The Service Provider and the Contractor acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to the Assignment or to any future assignment agreed between the Parties.

15.2 The Parties have freely entered into this Opt Out notification.

15.3 Further, that the Contractor is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to Core MR LTD. However, where notice is given during an assignment it will not take effect until the Contractor stops working in the position in question.

We the undersigned acknowledge that we have read, and understand this agreement or have sought legal advice on this agreement: thereby we the undersigned agree to be bound by the terms of this Opt Out Agreement. In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.



15.LAW

15.1.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed on behalf of the Employment Business

Authorised signatory: _____

Date: _____

Signed on behalf of Empire ML Limited

Authorised signatory (Director): _____

Date: _____



CANDIDATE PAYE TERMS & CONDITIONS

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Web: www.empire-locums.co.uk



TERMS OF ENGAGEMENT / CONTRACT FOR SERVICES
(CONTRACT WITH THE CANDIDATE / TEMPORARY WORKER UNDER PAYE)

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Client”	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
“Employment Business”	means Empire ML Limited, T/A Empire Locums, Empire of 80 – 83 Long Lane, London, EC1A 9ET.
“Temporary Worker / Candidate”	means <i>name of temporary worker</i>
“Relevant Period”	means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.
“Temporary Worker / Candidate Contract”	means the specific terms of engagement agreed between the Employment Business and the Temporary Worker for each assignment in addition to these Terms of Engagement.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4.1.



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

2.5

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker 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 Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition, the Employment Business shall inform the Temporary Worker 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 Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where:

3.4.1 the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker; or

3.4.2 Where, subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged.

3.5 Where an assignment is for five consecutive working days or less and the provisions of clause 3.4.2 are met, the Employment Business need only provide the Temporary Worker with written confirmation of the identity of the Hirer and the likely duration of the work. If the Assignment extends beyond the intended five consecutive working day period, the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within eight days of the start of the Assignment.



3.6 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition, the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of as specified in the Temporary Worker Contract being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5 STATUTORY LEAVE AND ROLLED UP HOLIDAY ENTITLEMENT

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences 1 January.

5.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time. Under the Working Time Regulations 1998 (as amended

If the statutory minimum leave is subsequently decreased or increased then the rolled up holiday entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.

5.3 The leave entitlement granted will be calculated on the basis as outlined in (5.1) and (5.2). Your leave entitlement during the course of an assignment has therefore been calculated as 12.07% and is automatically included in your hourly rate.



6 SICKNESS ABSENCE

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

7 TIME SHEETS

7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

8 CONDUCT OF ASSIGNMENTS

8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:

- a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- d) Not engage in any conduct detrimental to the interests of the Client;



e) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay

9 TERMINATION

9.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

9.3 If the Temporary Worker does not inform the Client or the Employment Business in accordance with clause 8.2 should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.

9.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

10 LAW

10 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

I have read the terms and conditions as detailed in this document and agreed to abide by these.

Signed: _____
(Candidate / Temporary Worker)

Date: _____



CANDIDATE PERMANENT TERMS & CONDITIONS

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Employment Agencies – Agreement with work seekers

Following our recent telephone conversation/meeting/correspondence [delete as appropriate] we write to confirm how we are to provide you recruitment services.

1. Empire ML Ltd are to provide you permanent recruitment services that is to say we will act as an agency as defined under The Employment Agencies Act 1973.
2. You authorise Empire ML Ltd to seek work on your behalf.
3. In our recent telephone conversation/meeting/correspondence you informed us that you wish Empire ML Ltd to seek employment within the field of _____ as a _____ [insert details of the type of work you are to seek for the work seeker].

Thank you for selecting Empire ML Ltd and should you have any queries, or require any further information on the services we provide please contact Empire ML Ltd on +44(0)844 257 0321

Agencies operating within the recruitment industry are permitted to charge a work seeker a fee in certain circumstances. For such agencies, the terms of agreement with a work seeker covered by regulation 14 must also include additional terms in line with Regulation 16 such as:

- The work finding services to be provided;
- The agency's authority and terms to act for the work seeker on their behalf;
- Whether the agency is authorised to receive money on behalf of the work seeker;
- Details of any fee to be charged to the work seeker; and
- Length of any notice of termination the work seeker is required to give, or receive

I agree to the terms as stated above

Name: _____

Signed: _____

Date: _____