

**TERMS OF AGREEMENT WITH WORK-SEEKERS FOR PERMANENT OR CONTRACT STAFF
(TO BE DIRECTLY ENGAGED BY THE HIRER)**



ITN Mark Education may provide you with permanent recruitment services. If we do, we will act as an agency as defined under the Employment Agencies Act 1973.

As part of this service, you authorise ITN Mark Education to seek suitable work on your behalf, based on your experience, qualifications, and the information you have provided to your ITN Mark Education consultant during your registration interview.

Whilst your details are registered on our database:

- we may from time to time and at our sole discretion search for employment opportunities for you, usually within Teaching or Teaching Support, and if we consider any opportunity may be suitable we may inform you of any terms proposed;
- we may, where appropriate in each case, arrange an interview for you to meet a Hirer and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed;
- prior to you being introduced to any hirer by us, if you do not wish us to provide your information to any particular potential hirer it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude and we shall make such note against your records, and we cannot accept any liability if we provide your information to any potential hirer other than one you have specifically excluded.

Whilst you are so registered, you agree:

- to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you
- to provide us with any information we reasonably request and any information relevant to the decision of a Hirer to engage you including information that may result in the best interests of a Hirer being affected in any way. You agree to the 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 our statutory obligations and for locating work for you, including the provision of such information and documentation to a Hirer, and relevant use by the Hirer. You may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law;

- the above point shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects;
- upon request, to provide us with names of suitable referees that are not Relatives as defined in the Regulations
- at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

It is further agreed that:

- whilst we shall at all times act in good faith, we may remove your details from our database at any time;
- we have no obligation to provide you with any information or service other than specifically as set out in this document or required by law;
- we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you;
- you recognise that a Hirer may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy;
- we shall not be liable for any loss or damages if work found for you is not suitable.

Hirer - a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in employing you, or does employ you, or who may wish to utilise your services in any way

Regulations - The Conduct of Employment Agencies and Employment Businesses Regulations 2003

Thank you for choosing ITN Mark Education. Should you have any queries, or require any further information on the services we provide please contact your ITN Mark Education consultant.