

EU WorkForce – Candidate Agency Agreement

This Agency Work Agreement is made between “EU WorkForce”, known as "Agency," and the applicant jobs seeker, hence forth known as "Candidate".

OUR TERMS AND CONDITIONS

These Terms and Conditions of Business are the legal agreement between “EU WorkForce” (Agency) and an applicant (the Candidate). The Terms and Conditions are deemed to be accepted by the Candidate upon signing this Agreement.

1. SUBJECT MATTER OF THIS AGREEMENT

1.1. The Agency shall, at the request of the Candidate, provide the following service, hereinafter "Service": the matching and presentation of suitable Clients and job vacancies to the Candidate.

1.2. The Agency cannot guarantee employment to the Candidate.

2. DEFINITIONS AND INTERPRETATIONS

2.1 "Agency" shall be “EU WorkForce” who provides the Candidate with the services of selection of suitable job vacancies in Ireland and Europe.

2.2 “Agreement” means the agreement for the provision of service by the Agency to the Candidate in the matching and presentation of suitable job vacancies with respective our European Clients.

2.3 "Candidate" shall be any person to whom the Agency introduces to the Client as being available for work and hire, on a temporary or a permanent basis, whether full or part time.

2.4 "Client" shall be any person or company or employer who is registered with the Agency and seeking to employ a Candidate.

2.5 “Candidate Contact Form” means the form composed by the Agency and completed by the Candidate, in which the basic details of the Candidate are provided.

2.6 “Candidate Profile form” means the form composed by the Agency in which the education, skills and experience of the Candidate is described in detail. The Candidate Profile is subsequently presented to Clients.

2.7 “Introduction” means any action taken by the Agency, which leads to the employment of a Candidate by the Client including, but not limited to the Clients interview of a Candidate in person or by telephone or video call interview, or the passing by the Agency to the Client of a Candidate Profile or other information, which identifies the Candidate.

2.8 “Services” means the matching and presentation of suitable Clients and vacancies to the Candidate in accordance with this Agreement.

2.9 “Contract of Engagement” means the agreement made between the Client and the Candidate that describes and outlines the duties, responsibilities, schedule, terms and conditions of remuneration and accommodation as well as exact requirements and period of employment of the Candidate.

3. AGREEMENT

- 3.1. The Agency Work Agreement between the Agency and the Candidate shall come into force immediately upon signing.
- 3.2. This Work Agreement is a legal agreement between the Agency and the Candidate, drawn up in two copies of equal legal force, one copy for each party.
- 3.3. By providing details and registering with the Agency either verbally or through written instruction, the Candidate acknowledges and accepts these Conditions. Any and all business undertaken by the Agency is carried out subject to these Conditions.
- 3.4. These Conditions shall apply to both permanent and temporary positions unless otherwise stated.

4. RESPONSIBILITIES AND LIABILITY OF THE CANDIDATE

- 4.1. The Candidate understands that the Agency is a referral and matching service only that provides its Clients/Employers in EU with information respecting potential Candidates in exchange for a placement fee.

REGISTRATION & FEES

- 4.2. Candidates must register by submitting CV, Cover Letter, Passport and all supporting documents and details and the requested information to be accepted as Candidates. Candidates will need to register online on www.euworkforce.ie and follow instructions. Candidates will have to undertake an interview on the telephone or via video call with a consultant from the Agency before being interviewed by a Client. **There is no cost for candidates to register with the Agency or to access our Candidate Support Service. No candidate fees will be applied to Candidate by Agency for reviewing our jobs online or assistance of setting up interviews/trial in Europe.** If the Candidate is approached by other third-party agents or consultants looking to represent the Agency and a request for a fee for services is made to the Candidate, it is the Candidates responsibility to inform immediately the Agency in writing in relation to this.
- 4.3. The Candidate agrees to release personal and contact information to the Agency that is complete, true and accurate. The Candidate will also provide full details of previous work history including contactable references on the Agency's request.
- 4.4. The Candidate agrees to provide the Agency additional documentation in support of their registration such as curriculum vitae, educational certificates, references, profile images for profile creation, images of dishes produced (if candidate is applying for jobs). The quality of the documents provided to the agency must be of a very high level and professionally prepared. **If the quality of documentation is not of sufficient standard to allow the Agency to present the Candidate Profile to our Clients then the Candidate must look to rectify this immediately. As a professional recruitment agency, the Agency cannot present poor quality documents to our EU Employers and Clients.**
- 4.5. By submitting data to the Agency and/or using the website www.euworkforce.ie Candidates give consent that all personal data submitted may be used and/or processed for the purposes of the Agency.
- 4.6. The Candidate agrees not to disclose the following information to prospective Clients prior to interview or trial stage: full name, phone number, email address, postal address or any other forms of contact enabling the Client to contact Candidate directly, without the written consent of the Agency. Failure to do this will result in the immediate removal of all services towards the Candidate from the Agency.
- 4.7. No contact will be made by the Candidate to the Client, Family or any third party with regard to negotiations and organization of meetings or interviews and will never be made directly without the prior consent of the Agency.

4.8. All discussions with a Client with regard to any position will be made directly by the Agency on behalf of the Candidate. Any developments about any position will be discussed in detail with the Candidate and requests for meetings, interviews or trials will only be arranged with the Candidates prior consent. During all discussions with any interested Clients, all enquiries and questions will be conducted through the Agency.

4.9. The Candidate agrees not to accept employment offered directly by the Client to avoid The Client paying the relevant Agency Fee's for the Candidate placement with Client.

CANDIDATE CONDUCT DURING INTERVIEW/TRIAL PERIOD/ POSSIBLE CANCELLATION OF SERVICES BY AGENCY TOWARDS CANDIDATE

4.10. In the case when The Candidate refuses to attend a meeting or trial period after accepting such offer The Candidate shall be responsible and liable for the reimbursement of all transport and related expenses concerned with the organization of this meeting or trial period. The Agency has no responsibility in relation to costs for attending interviews or trials at any stage.

4.11. In the case when The Candidate attends a trial period or interview The Candidate will be responsible for the cost of additional expenses, including flights, travel, and all other expenses.

4.12. The Candidate must notify the Agency in writing 48 hours prior to interview/trial if they choose not to attend the interview or trial. The Agency will review this change and cancellation as a serious matter and will evaluate if to reschedule or not future interviews/trials with Clients for the Candidate. Candidates must look to confirm reliable interview dates and times prior to accepting any interview or trial or job offer agreed through Agency on behalf of Client.

4.13. A no show to interview/trial without notification to Agency in writing will lead to immediate cancellation of all services by Agency towards the Candidate.

4.14. The Agency will endeavour to its best ability to provide Candidate with written confirmation of interview/trial/job offer at all stages once the Agency has received confirmation from Client.

4.15. The Agency and the Candidate acknowledge that there is no employee/employer relationship between the Agency and Candidate.

4.16. The Candidate cannot work for other Clients using the Agency name and reputation.

4.17. The Candidate is under no legal obligation to work for a particular Client and may request to be placed on another job placement. The Candidate hereby releases the Agency and its officers, agents, employees, and affiliates from all claims, liabilities, injuries, demands, suits, actions, causes of actions of every kind arising out of or resulting from the action of the Agency.

4.18. The above parties agree that the Agency shall not be liable to the Candidate, or to any other person, including, but not limited to the Candidate's family or their successors, heirs and assigns, or any other person, for incidental or consequential losses, damages or expenses, directly or indirectly arising from any action or failure to act by a Client.

4.19. The Candidate acknowledges having read, understood and agreed to the terms and conditions of this agreement which are set forth in this agreement.

4.20. The Agency endeavors to establish the suitability of any Candidate for introduction to the Client by evaluating the documents in respect of Candidate's previous work experiences and taking up a minimum of two references from each Candidate. In signing this Agreement, the Candidate gives his/her permission for the documents and references to be obtained and/or confirmed to be true and accurate.

4.21. The Candidate must notify the Agency immediately should he/she be offered employment directly or indirectly through the Client or should the Client contact the Candidate directly without the Agency's permission.

4.22. The Candidate must discuss and agree the wages (for trial, temporary, permanent work) and all working conditions directly with the Client during their interview stage. The Agency will not be held responsible for negotiating any wages, loss of wages, termination of employment, and changes in the working conditions that result or may result from working for the Client.

5. RESPONSIBILITIES AND LIABILITY OF THE AGENCY

5.1. The Agency shall use reasonable endeavors to provide the Candidate with suitable job vacancies but does not guarantee employment. The candidate must look to successfully complete all final interviews with the Client and Employers in the EU.

5.2. The Agency does not employ any of the Candidates directly or indirectly. Candidates are introduced to Clients and will always be employed by the Client.

5.3. The Candidate's information will be released only to Clients by a person employed by the Agency.

5.4. The Agency has the right to terminate the agreement with the Candidate at any time, for any reason, including but not limited to unprofessional conduct, misrepresentation of the Agency image and company name, inaccurate personal details.

5.5. The Agency does not provide any representations or warranties to the Candidate regarding any Client. The Agency provides only an introduction service between the Candidate and prospective Clients and will refer their name and portfolio to suitable Clients. The Agency cannot guarantee a Candidate will be interviewed or hired by any prospective Clients, nor can the Agency warrant the length of employment the Candidate will have once hired.

5.6. The Agency reserves the right to change or add to the above Terms and Conditions without prior notification.

5.7. The Agency shall not be liable for:

5.7.1. Any direct/indirect loss or damage suffered by the Candidate, or any third party caused as a result of any negligence or breach of contract

5.7.2. Any loss, damage, expense, or compensation suffered or incurred of any nature by the Candidate, arising directly or indirectly from an act or omission by any Client introduced to the Candidate by the Agency.

5.7.3. The conduct of a Client either before or during the Candidates employment of the candidate.

5.8. Time for commencement shall not be of the essence of the Agreement and the Agency shall not be held liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any delay in the Services. The Agency cannot be held responsible for negotiating any wages, loss of wages, termination of employment, and changes in the working conditions that result or may result from working for the Client.

5.10. The Agency is not liable for any violation of any Applicable Laws, committed by either the Client or the Candidate.

6. CANDIDATE ACCOMMODATION IN EUROPE

6.1. The Client and Agency will provide accommodation options and information to Candidate prior to their departure for EU Clients work location, but it remains the responsibility of the Candidate to confirm and make payments with accommodation providers as per accommodation offers sent by the Client, if required to secure accommodation. The Agency will not be responsible for accommodation provided by Clients or third parties.

6.2. The Agency takes no legal responsibility on services provided by third parties to Candidate, and it remains to the sole discretion of Candidate to choose and pay for these accommodation services.

6.3. This is a relocation support provided to Candidate solely on an information basis. The Candidate is free to arrange other accommodation whilst on the Clients work location or for interview/trial period/work placement.

7. GENERAL PROVISIONS

7.1. Neither party may assign transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.

7.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing.

8. PARTIES DETAILS

Agency Details

EU WorkForce

The Cube, Unit 17,
Beacon South Quarter
Sandyford Business Park,
Dublin 18, Ireland

Company Signature:

Candidate Details

Candidate Name:

Address:

Passport N:

Tel:

Email:

Candidate Signature:
