

---

STATUTORY INSTRUMENTS

---

**2003 No. 3319**

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

**PART III**

**REQUIREMENTS TO BE SATISFIED BEFORE SERVICES ARE PROVIDED**

**Notification of charges and the terms of offers**

**13.**—(1) Subject to paragraph (2), on the first occasion that an agency or employment business offers to provide or arrange the provision of a service to a work-seeker, the agency or employment business shall give notice to the work-seeker stating—

- (a) whether that service is a work-finding service for which the Act prohibits the agency or employment business from charging a fee; and
- (b) whether any other services or goods which may be provided by the agency or employment business or any other person are services or goods for which the agency or employment business or other person providing them will or may charge a fee, together with details of any such fee including—
  - (i) the amount or method of calculation of the fee;
  - (ii) the identity of the person to whom the fee is or will be payable;
  - (iii) a description of the services or goods to which the fee relates [<sup>F1</sup>and a statement of the work-seeker's right to cancel or withdraw from the service [<sup>F2</sup>and, as the case may be, of the notice period required under paragraph (2) of regulation 5 or of the period during which the right under paragraph (3) of that regulation can be exercised]]; and
  - (iv) the circumstances, if any, in which refunds or rebates are payable to the work-seeker, the scale of such refunds or rebates, and if no refunds or rebates are payable, a statement to that effect.

(2) Paragraph (1) shall apply only where one or more services or goods referred to in paragraph (1) (b) for which the work-seeker will or may be charged a fee may be provided to the work-seeker.

(3) An agency or employment business shall give a further notice to a work-seeker stating the matters referred to in paragraph (1)(b) where, subsequent to the first occasion that it offers to provide or arrange the provision of a service to the work-seeker, the agency or employment business or the person providing to the work-seeker any services or goods referred to in paragraph 1(b), introduces or varies any fees in relation to any services or goods referred to in paragraph 1(b).

(4) Where an agency or employment business offers any gift or makes an offer of any benefit to a work-seeker, in order to induce him to engage the agency or employment business to provide him with services, the agency or employment business shall notify the work-seeker of the terms on which the gift or benefit is offered before the offer is open for acceptance by the work-seeker.

- F1** Words in reg. 13(1)(b)(iii) inserted (6.4.2008) by [The Conduct of Employment Agencies and Employment Businesses \(Amendment\) Regulations 2007 \(S.I. 2007/3575\)](#), regs. 1, 4
- F2** Words in reg. 13(1)(b)(iii) substituted (1.10.2010) by [The Conduct of Employment Agencies and Employment Businesses \(Amendment\) Regulations 2010 \(S.I. 2010/1782\)](#), regs. 1, 5

**[F3] Key information document: Employment businesses**

**13A.**—(1) Before obtaining the agreement of the work-seeker to the terms which will apply as between the employment business and the work-seeker in accordance with regulation 14, an employment business must give the work-seeker and, where paragraph (6) applies, any person to be supplied by the work-seeker to carry out the work a key information document in accordance with this regulation.

(2) The key information document must be separate from any other documents provided to the work-seeker or any person to be supplied to carry out the work.

(3) The key information document must include—

- (a) the title “Key Information Document” at the top of the first page;
- (b) a statement immediately beneath the title that—
  - (i) the key information document specifies key information which relates to the relationship between the employment business and the work-seeker and, where paragraph (6) applies, any person to be supplied by the work-seeker to carry out the work;
  - (ii) where necessary, identifies documents where further related information may be found; and
  - (iii) includes contact details of the officers appointed or arranged to act under section 8A of the Employment Agencies Act 1973 and informs the work-seeker and, where paragraph (6) applies, any person to be supplied by the work-seeker to carry out the work that they may contact those officers if they are concerned about a breach by the employment business of obligations under that Act or these Regulations;
- (c) except where paragraph (6) applies, details in respect of—
  - (i) whether the work-seeker is or will be employed by the employment business under a contract of service or apprenticeship, or a contract for services;
  - (ii) the identity of the employment business;
  - (iii) if not the employment business, the identity of the person who will normally pay the work-seeker in respect of the work done;
  - (iv) either—
    - (aa) the rate of remuneration payable to the work-seeker; or
    - (bb) the minimum rate of remuneration the employment business reasonably expects to achieve for the work-seeker;
  - (v) the intervals at which the remuneration will be paid;
  - (vi) the nature of any costs and deductions required by law and affecting the work-seeker’s remuneration;
  - (vii) the nature and the amount (or, where the amount cannot be stated, the method of calculation) of any other costs and deductions affecting the work-seeker’s remuneration;
  - (viii) the nature and the amount (or, where the amount cannot be stated, the method of calculation) of any fees for services or goods which may be provided by the

- employment business or any other person and for which the employment business or other person will or may charge a fee to the work-seeker;
- (ix) any non-monetary benefits to which the work-seeker is entitled; and
  - (x) details of any entitlement to annual holidays and to payment in respect of such holidays; and
- (d) except where paragraph (6) applies, a representative example statement which sets out as amounts, reasonably estimated where necessary and item by item, for a single prospective period based on the intervals at which remuneration will be paid—
- (i) the gross remuneration payable to the work-seeker, as referred to at paragraph (c)(iv);
  - (ii) any costs and deductions affecting the remuneration which are required by law, as referred to at paragraph (c)(vi);
  - (iii) any other costs and deductions affecting the remuneration, as referred to at paragraph (c)(vii);
  - (iv) any fees for services or goods to be provided by the employment business or any other person and for which the employment business or any other person will or may charge a fee to the work-seeker, as referred to at paragraph (c)(viii); and
  - (v) the net remuneration payable to the work-seeker after taking account of all costs, deductions and fees.
- (4) Paragraph (6) applies where—
- (a) the work-seeker is not the person to be supplied to carry out the work;
  - (b) the work-seeker is not a company of which the person to be supplied to carry out the work or the spouse or civil partner of that person, either separately or together, has or have control; and
  - (c) either—
    - (i) the employment business arranges for the person to be supplied to carry out the work to be supplied by a work-seeker; or
    - (ii) the employment business is not the person who will normally pay the person to be supplied to carry out the work.
- (5) For the purposes of sub-paragraph (4)(b), a person is to be taken to have control of a company if that person beneficially owns more than half of the issued share capital of the company or has the legal power to direct or cause the direction of the general management of the company.
- (6) Where this paragraph applies, the key information document must include, instead of the information required by sub-paragraphs (3)(c) and (d)—
- (a) details in respect of—
    - (i) the identity of the work-seeker;
    - (ii) whether the person to be supplied to carry out the work is or will be employed by their employer under a contract of service or apprenticeship, or a contract for services;
    - (iii) the identity of the employer of the person to be supplied to carry out the work;
    - (iv) if not the employer, the identity of the person who will normally pay the person to be supplied to carry out the work;
    - (v) where any of the employment business, the work-seeker, the employer of the person to be supplied to carry out the work and the person who will normally pay the person to be supplied to carry out the work is connected with any other such person, the nature of the connection;

- (vi) either—
    - (aa) the rate of remuneration payable to the work-seeker in respect of the person to be supplied to carry out the work; or
    - (bb) the minimum rate of remuneration the employment business reasonably expects to achieve for the work-seeker in respect of the person to be supplied to carry out the work;
  - (vii) either—
    - (aa) the rate of remuneration payable to the person to be supplied to carry out the work; or
    - (bb) the minimum rate of remuneration the employment business reasonably expects to be achieved for the person to be supplied to carry out the work;
  - (viii) the intervals at which the remuneration will be paid to the work-seeker and the person to be supplied to carry out the work respectively;
  - (ix) the nature of any costs and deductions affecting the remuneration of the person to be supplied to carry out the work which are required by law, stating whether those costs and deductions will be applied to the remuneration stated in accordance with paragraph (vi) or to the remuneration stated in accordance with paragraph (vii);
  - (x) the nature and the amount (or, where the amount cannot be stated, the method of calculation) of any other costs and deductions affecting the remuneration of the person to be supplied to carry out the work, stating whether those costs and deductions will be applied to the remuneration stated in accordance with paragraph (vi) or to the remuneration stated in accordance with paragraph (vii);
  - (xi) the nature and the amount (or, where the amount cannot be stated, the method of calculation) of any fees for services or goods which may be provided by the employment business, the work-seeker or any other person and for which the employment business, the work-seeker or any other person will or may charge a fee to the person to be supplied to carry out the work;
  - (xii) an explanation of the difference between the rate of remuneration or minimum rate of remuneration payable to or expected to be achieved for the work-seeker as stated in accordance with paragraph (vi) and the net rate of remuneration payable to or expected to be achieved for the person to be supplied to carry out the work, if and to the extent that the difference is not fully explained by the information stated in accordance with paragraphs (ix), (x) and (xi);
  - (xiii) any non-monetary benefits to which the person to be supplied to carry out the work is entitled;
  - (xiv) details of any annual holidays to which the person to be supplied to carry out the work is entitled and of any entitlement to payment in respect of the same; and
  - (xv) where the work-seeker is a company and the work-seeker and the person to be supplied to carry out the work have made an agreement in accordance with paragraph (9) of regulation 32, details of that agreement; and
- (b) a representative example statement which sets out as amounts, reasonably estimated where necessary and item by item, for a single prospective period based on the intervals at which remuneration will be paid to the person to be supplied to carry out the work—
- (i) the gross remuneration payable to the work-seeker, as referred to at paragraph (a) (vi);
  - (ii) any costs and deductions affecting the remuneration of the person to be supplied to carry out the work which are required by law, as referred to at paragraph (a)(ix);

- (iii) any other costs and deductions affecting the remuneration of the person to be supplied to carry out the work, as referred to at paragraph (a)(x);
- (iv) any fees for services or goods to be provided by the employment business, the work-seeker or any other person and for which the employment business, the work-seeker or any other person will or may charge a fee to the person to be supplied to carry out the work, as referred to at paragraph (a)(xi);
- (v) any other item referred to at paragraph (a)(xii); and
- (vi) the net remuneration payable to the person to be supplied to carry out the work after taking account of all costs, deductions, fees and other items.

(7) Where information required by paragraph (6) is not directly within the knowledge of the employment business, the employment business may rely on information provided in writing to the employment business by the work-seeker, the employer of the person to be supplied to carry out the work or the person who will normally pay the person to be supplied to carry out the work, provided that any such information relates directly to the person providing it.

(8) The employment business must, by no later than the end of the fifth business day following a request by the work-seeker or the person who is or would be supplied to carry out the work, provide to the person requesting the information a copy of any information on which the employment business relies as permitted by paragraph (7).

(9) The key information document—

- (a) may contain details of any other terms agreed under regulation 14 in respect of content required to be agreed under regulation 15; but
- (b) may not contain any other items of additional information.

(10) The key information document must be—

- (a) written in a clear and succinct manner;
- (b) a maximum of two sides of A4-sized paper (being sides of paper with the dimensions 210 by 297 millimetres) when printed; and
- (c) presented in a way that is easy to read, using characters of readable size.

(11) Where it is not possible to include all the information required under paragraph (3) and, where applicable, paragraph (6), together with any additional information included as permitted by sub-paragraph (9)(a), in a manner which complies with paragraph (10), the employment business may, to the extent necessary, provide a summary of that information in the key information document and a reference to where more details of that information may be found in another document, or documents, provided to the work-seeker and, where paragraph (6) applies, to the person to be supplied to carry out the work.

(12) The employment business—

- (a) may (but is not required to) give the work-seeker and, where paragraph (6) applies, the person to be supplied to carry out the work more than one key information document where there are options or other variations which may apply to the details required to be included under paragraphs (3) and, where applicable, paragraph (6), or to any additional information included as permitted by sub-paragraph (9)(a), and therefore the document is not finalised; and
- (b) must give the work-seeker and, where paragraph (6) applies, the person to be supplied to carry out the work a revised key information document where the details required to be included under paragraph (3) and, where applicable, paragraph (6), or included as additional information as permitted by sub-paragraph (9)(a), change after any key information document has been given in accordance with sub-paragraph (a) but before the

agreement of the work-seeker to the terms which will apply as between the employment business and the work-seeker is obtained in accordance with regulation 14.

(13) Whether or not the employment business has previously given any key information document in accordance with paragraph (12), the employment business must at the appropriate time give a finalised key information document to the work-seeker and, where paragraph (6) applies, the person to be supplied to carry out the work.

(14) In paragraph (13), “the appropriate time” means any time after the content of the key information document is, subject only to the agreement of the work-seeker to the terms which will apply as between the employment business and the work-seeker being obtained in accordance with regulation 14, finalised (including, where relevant, by resolution of any options or variations), but before that agreement is obtained.

(15) If any of the details required to be included under paragraphs (3) or (6), or included as additional information as permitted by sub-paragraph (9)(a), change after the agreement of the work-seeker to the terms which will apply as between the employment business and the work-seeker is obtained in accordance with regulation 14, the employment business must, by no later than the end of the fifth business day following the day on which the change occurred, give to the work-seeker and, where paragraph (6) applies, to the person who is or would be supplied to carry out the work a revised key information document stating the date on or after which the revisions take effect.

(16) Paragraphs (2) to (11) apply to any revised key information document given in accordance with paragraph (15) in the same way as to a key information document given before any agreement of the work-seeker to the terms which will apply as between the employment business and the work-seeker in accordance with regulation 14, but as if references to the person to be supplied to do the work were references to the person who is or would be supplied to do the work.

(17) But paragraph (15) only applies—

- (a) where the employment business first provided any work-finding services to a work-seeker on or after 6th April 2020 and, accordingly, was required to give a key information document in accordance with this regulation; and
- (b) while the employment business continues to provide services in the course of its business as an employment business to the work-seeker or the person supplied to do the work.

(18) For the purposes of this regulation, a work-seeker includes a work-seeker which is a company, whether or not an agreement has been made in accordance with paragraph (9) of regulation 32.]

**F3** [Reg. 13A](#) inserted (6.4.2020) by [The Conduct of Employment Agencies and Employment Businesses \(Amendment\) Regulations 2019 \(S.I. 2019/725\)](#), regs. 1, 3

#### **[<sup>F4</sup>Requirement to obtain agreement to terms with work-seekers: Employment Businesses**

**14.**—(1) Before first providing any work-finding services to a work-seeker, an employment business shall obtain the agreement of the work-seeker to the terms which apply or will apply as between the employment business and the work-seeker including—

- (a) a statement that the employment business will operate as an employment business in relation to the work-seeker;
- (b) the type of work the employment business will find or seek to find for the work-seeker; and
- (c) the terms referred to in regulation 15.

(2) Subject to paragraph (3), an employment business shall ensure that—

- (a) all terms in respect of which the employment business has obtained the work-seeker's agreement are recorded in a single document or, where this is not possible, in more than one document; and
  - (b) copies of all such documents are given at the same time as each other by the employment business to the work-seeker before the employment business provides any services to the work-seeker to which the terms contained in such documents relate.
- (3) Paragraph (2) shall not apply in the case of an employment business where the work-seeker has been given a written statement of particulars of employment in accordance with Part I of the Employment Rights Act 1996.
- (4) An employment business may not vary any terms set out in any document issued in accordance with paragraph (2), unless the work-seeker agrees to the variation.
- (5) If the employment business and the work-seeker agree to any variation in the terms set out in any of the documents referred to in paragraph (2), the employment business shall as soon as possible, and in any event no later than the end of the fifth business day following the day on which the employment business and the work-seeker agree to the variation, give to the work-seeker a single document or, where this is not possible, more than one document containing details of the terms as agreed to be varied and stating the date on or after which it is agreed that the varied terms are to take effect.
- (6) An employment business may not make the continued provision of any services by it to a work-seeker conditional on the agreement by the work-seeker to any such variation.]

**F4** Reg. 14 substituted (1.10.2010) by [The Conduct of Employment Agencies and Employment Businesses \(Amendment\) Regulations 2010 \(S.I. 2010/1782\)](#), regs. 1, 6

### **Content of terms with work-seekers: Employment businesses**

**15.** In the case of an employment business, the terms to be agreed in accordance with regulation 14 shall include—

- (a) whether the work-seeker is or will be employed by the employment business under a contract of service or apprenticeship, or a contract for services, and in either case, the terms and conditions of employment of the work-seeker which apply, or will apply;
- (b) an undertaking that the employment business will pay the work-seeker in respect of work done by him, whether or not it is paid by the hirer in respect of that work;
- (c) the length of notice of termination which the work-seeker will be required to give the employment business, and which he will be entitled to receive from the employment business, in respect of particular assignments with hirers;
- (d) either—
  - (i) the rate of remuneration payable to the work-seeker; or
  - (ii) the minimum rate of remuneration the employment business reasonably expects to achieve for the work-seeker;
- (e) details of the intervals at which remuneration will be paid; and
- (f) details of any entitlement to annual holidays and to payment in respect of such holidays.

**[<sup>F5</sup>Requirement to obtain agreement to terms with work-seekers and content of terms with work-seekers: Agencies**

**16.**—(1) Before first providing any work-finding services to a work-seeker, for which it is permitted by regulation 26(1) to charge a fee, an agency shall obtain the agreement of the work-seeker to the terms which apply or will apply as between the agency and the work-seeker including—

- (a) details of the work-finding services to be provided by the agency;
- (b) details of the agency's authority, if any, to act on behalf of the work-seeker, including whether, and if so, upon what terms it is <sup>F6</sup>... authorised to enter into contracts with hirers on behalf of the work-seeker;
- (c) a statement as to whether the agency is authorised to receive money on behalf of the work-seeker;
- (d) details of any fee which may be payable by the work-seeker to the agency for work-finding services including—
  - (i) the amount or method of calculation of the fee,
  - (ii) a description of the particular work-finding service to which the fee relates,
  - (iii) the circumstances, if any, in which refunds or rebates are payable to the work-seeker, the scale of such refunds or rebates, and if no refunds or rebates are payable, a statement to that effect, and
  - (iv) the method of payment of the fee and, if the fee is to be deducted from the work-seeker's earnings received by the agency, the circumstances in which it is to be so deducted;
- (e) a statement as to whether the work-seeker is required to give notice to terminate the contract between the work-seeker and the agency and, if so, a statement as to the length of the notice required; and
- (f) a statement as to whether the work-seeker is entitled to receive notice of termination of the contract between the work-seeker and the agency and, if so, a statement of the length of the notice.

(2) In the case of an agency which is to provide the work-seeker with work-finding services to which regulation 26(5) applies, before first providing any such work-finding services to the work-seeker, the terms to be agreed, in addition to the terms in paragraph (1), are—

- (a) that an agency shall not charge a fee permitted under regulation 26(5) to the work-seeker until the period referred to, as the case may be, in sub-paragraph (d) or (e) of regulation 26(5), during which the work-seeker may withdraw or cancel, has elapsed;
- (b) that the work-seeker has the right without detriment or penalty to cancel or withdraw from the contract with immediate effect by informing the agency of such cancellation or withdrawal during the period referred to, as the case may be, in sub-paragraph (d) or (e) of regulation 26(5);
- (c) that an agency shall not include information about the work-seeker in a publication until—
  - (i) where sub-paragraph (d) of regulation 26(5) applies, the period referred to in that sub-paragraph has elapsed or,
  - (ii) where sub-paragraph (f) of regulation 26(5) applies, the later of, the date on which the period referred to in that sub-paragraph has elapsed or, following an objection, the date on which the reasonable requirements of the work-seeker have been addressed;
- (d) in relation to a contract with a work-seeker seeking employment as an actor, background artist, dancer, extra, musician, singer or other performer, under which the agency proposes to include information about the work-seeker in a publication, that—



- (i) the agency shall make a copy of the information available to the work-seeker;
  - (ii) at the same time, the agency shall inform the work-seeker of the right to object, its effect and the time limit for exercising that right; and
  - (iii) for the period referred to in paragraph (5)(f) of regulation 26, the work-seeker is entitled to object to any aspect of the information relating to the work-seeker by informing the agency of the objection;
- (e) in a contract to which sub-paragraph (d) applies, that where the work-seeker informs the agency of an objection, the agency shall not charge a fee or include the information in a publication until the work-seeker's reasonable requirements have been addressed (even if addressing the requirements takes longer than the period referred to in paragraph (5)(f) of regulation 26);
- (f) in a contract to which sub-paragraph (d) applies, that where an agency makes available to the work-seeker a copy of the information referred to in that sub-paragraph—
- (i) during the period referred to in paragraph (5)(e) of regulation 26, where the period referred to in paragraph (5)(f) of regulation 26 has elapsed without an objection or where the reasonable requirements of the work-seeker have been addressed, paragraph (5)(e) of regulation 26 continues to apply; or
  - (ii) after the period referred to in paragraph (5)(e) of regulation 26 has elapsed, paragraph (5)(f) of regulation 26 applies from the expiry of that period until the later of, the date on which the period referred to in paragraph (5)(f) of regulation 26 has elapsed or, following an objection, the date on which the reasonable requirements of the work-seeker have been addressed; and
- (g) that the work-seeker is entitled to receive a full refund of the fees paid if the publication including, or proposed to include, the work-seeker's information is not produced and made available to potential hirers within 60 days from the date on which payment is made by the work-seeker.
- (3) Any reference in paragraph (2) to the inclusion of information about a work-seeker in a publication, includes the inclusion of a photographic image or audio or video recording of the work-seeker in a publication.
- (4) Paragraph (3) shall not be construed, when read with paragraph (2), as preventing an agency producing a photographic image or audio or video recording for the purpose of providing a copy of the image or recording to the work-seeker.
- (5) An agency shall ensure that—
- (a) all terms in respect of which the agency has obtained the work-seeker's agreement are recorded in a single document or, where this is not possible, in more than one document; and
  - (b) copies of all such documents are given at the same time as each other by the agency to the work-seeker before the agency provides any services to the work-seeker to which the terms contained in such documents relate.
- (6) An agency may not vary any terms set out in any document issued in accordance with paragraph (5), unless the work-seeker agrees to the variation.
- (7) If the agency and the work-seeker agree to any variation in the terms set out in any of the documents referred to in paragraph (5), the agency shall as soon as possible, and in any event no later than the end of the fifth business day following the day on which the agency and the work-seeker agree to the variation, give to the work-seeker a single document or, where this is not possible, more than one document containing details of the terms as agreed to be varied and stating the date on or after which it is agreed that the varied terms are to take effect.

---

**Changes to legislation:** *There are currently no known outstanding effects for the The Conduct of Employment Agencies and Employment Businesses Regulations 2003, PART III. (See end of Document for details)*

---

(8) An agency may not make the continued provision of any services by it to a work-seeker conditional on the agreement by the work-seeker to any such variation.]

- |   |
|---|
| <p><b>F5</b> Reg. 16 substituted (1.10.2010) by <a href="#">The Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2010 (S.I. 2010/1782)</a>, regs. 1, 7</p> <p><b>F6</b> Words in reg. 16(1)(b) omitted (8.5.2016) by virtue of <a href="#">The Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2016 (S.I. 2016/510)</a>, regs. 1(2), <b>2(4)</b></p> |
|---|

**Requirement for employment businesses to obtain agreement to terms with hirers**

**F7**17. ....

- |   |
|---|
| <p><b>F7</b> Reg. 17 omitted (8.5.2016) by virtue of <a href="#">The Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2016 (S.I. 2016/510)</a>, regs. 1(2), <b>2(5)</b></p> |
|---|

**Changes to legislation:**

There are currently no known outstanding effects for the The Conduct of Employment Agencies and Employment Businesses Regulations 2003, PART III.