

Freedom of Information request 712/2014

Received 13 February 2014

Published

Information request

How can a jobseeker's Directions be obligatory if there is no mention of this clause in the Jobseeker's Agreement/Claimant Commitment?

If you are about to refer to the legislation for this answer then the advisor could be committing fraud by failing to disclose information for neglecting to inform claimants of this before signing the agreement/commitment forms as it is a clause that could cause significant loss to the claimant.

As per contract law the only terms in affect are the ones negotiated on the day prior to signing.

If further terms are to affect any party then both parties must renegotiate the contract/agreement.

Falure to notify any party of legislation that implies further terms excludes them from the contract/agreement.

All agreements are subject to contract law & that has been my concern all allong.

How can obligations be imposed that are not included in the agreement if I was not made aware of them prior to signing the agreement?

How can changes be made to my agreement without my consent?

Is my agreement renegotiated with an advisor every time I sign on?

DWP response

It may help if I explain that the Freedom of Information Act requires public authorities to provide copies of information they already hold in a recorded form, subject to certain exemptions. It does not require the Department to provide opinions, explanations, generate answers to questions, or create or obtain information it does not hold. However, in order to help your understanding following your previous request, I have provided answers to your questions below. Requests for a bespoke answer to your correspondence in future outside of the Freedom of Information regime can be emailed to ministers@dwp.gsi.gov.uk

All claimants on Jobseeker's Allowance (JSA) are required, as a condition of entitlement, to be available for employment and actively seeking employment. Having a Jobseeker's Agreement (JSAg)/Claimant Commitment (CC) is just one of the conditions of entitlement to JSA (section 1 of the Jobseekers Act 1995 (JSA 1995)). The prescribed requirements of a JSAg are found in Regulation 31 of the Jobseeker's Allowance Regulations 1996, for example, a JSAg must contain the action which the claimant will take to seek employment and to improve their prospects of finding employment. It is not a legal requirement that a Jobseeker's Direction should be contained in the JSAg. Further requirements may be imposed on a claimant in addition to their JSAg, and claimants will be notified of those requirements as and when they occur.

The JSAg is not a contract and it is not binding on the claimant or DWP - there is no penalty to the claimant if they fail to abide by it. However, the contents of the agreement and whether the claimant has adhered to it are important evidence that a claimant has been actively seeking employment. A claimant will be disentitled from receiving JSA if they are found not to have been actively seeking employment (section 1 JSA 1995).

A Jobseeker's Direction is defined in section 19A(11)(a) of the Jobseekers Act 1995 and means a direction can be given by an employment officer at any time, in such manner as he thinks fit, with the purpose of assisting the claimant to find employment, and/or improving the claimant's prospects of being employed. It is DWP's policy that a Jobseeker's Direction will be notified to the claimant in writing and that the claimant is informed at the time that the direction is given that a failure to comply with a Jobseeker's Direction without a good reason may result in a sanction being imposed.

A decision maker treats each case on its own merits and will request any information that is required to reach a decision.