

# Jobseeker Agreement / Claimant Commitment

For existing JSA claimants the third part of the labour market conditions is that a claimant must have a current jobseeker's agreement.<sup>1</sup>

Note that in many parts of the UK this is now called the "claimant commitment" by the DWP- however legally unless the claimant is within the UC pathfinder group in a pathfinder area there is no such thing as a claimant commitment and this is simply an extra-legal rebranding of the jobseeker's agreement- in this pack we continue to use the legal term.

The agreement has to be in writing and signed by the claimant and an employment officer.<sup>2</sup> A copy should be given to the claimant.<sup>3</sup>

## ***How the agreement relates to the actively seeking work condition:***

The basic rule with agreements is that the employment officer needs to be satisfied that if the claimant were to comply with its contents then that would mean the claimant was available for and actively seeking work.<sup>4</sup>

The agreement sets out a list of activities the claimant will perform to look for work. However the test of whether a claimant is actively seeking work is not that the claimant must perform the activities contained in the agreement or commitment. A claimant is not required to take those steps for finding work set out in the agreement in order to count as actively seeking work. That said, where a claimant does not do the things set out in the agreement or does not look for the type of work set out in their agreement it is likely that they may not be regarded actively seeking work.

This is explained most clearly by a Commissioner in *CJSA/1814/2007*<sup>5</sup>:

### **Actively seeking work**

7 This appeal also illustrates a number of points of more general importance that deserve consideration. I comment partly because C felt so strongly about being accused of not looking for the right job. I also do so because both the Jobcentre adviser and the tribunal appear to have ignored or overlooked both the terms of the Jobseeker's Allowance Regulations 1996 ("the Regulations") and also what the standard wording in C's Agreement actually says. They both found that C had failed to comply with requirements that were not in the Agreement. They did not consider whether those requirements were consistent with the Regulations.

8 The Jobseekers Act imposes duties on claimants and also gives rights. The requirements imposed on C both in the Agreement and generally must be consistent

---

1 Sec 1(2)(b) JSA 1995

2 Sec 9(3) JSA 1995

3 Sec 9(4) JSA 1995

4 Sec 9(5) JSA 1995

5 Available here: <http://www.ossccsc.gov.uk/Aspx/view.aspx?id=2249>

with the law. I stress that because in this case both the adviser and the tribunal were requiring too much of the claimant.

## **What steps must be taken?**

9 The first error made by both the adviser and the tribunal is that they applied a negative test, not a positive test. The law imposes a test that asks what the claimant did. They looked at what C did not do, not what he did do.

10 Section 1 of the Jobseekers Act 1995 (“the Act”) imposes the requirement that a claimant actively seeks work. Section 7 of the Act defines the test:

“a person is actively seeking work if he takes in that week such steps as he can reasonably be expected to have to take in order to have the best prospects of securing employment”.

In other words, if asked, a claimant must show what he or she did that week to get work.

11 More detail is set out in regulation 18 of the Regulations. Regulation 18(1) provides:

“... a person shall be expected to have to take more than two steps in any week unless taking one or two steps is all that is reasonable for that person to do in that week.”

This is the benchmark for judging the reasonableness of the claimant’s actions.

Regulation 18(2) illustrates (but does not define) this by listing steps that are reasonable for a person to be expected to take.

12 That this is the benchmark is confirmed by the standard wording on the Agreement given to C. He was to record “three weekly jobsearch activities” each week on the back of the form. That is an indication on the form itself that the law does not require him to do everything on his Agreement where, as here, that requires him to undertake significantly more than three activities a week.

13 Further, there is nothing in the Act or the Regulations requiring that a claimant must comply with everything in the Agreement. The reverse is the case. The agreement must comply with the law. To be valid, a jobseeker’s agreement must comply “with the prescribed regulations in force”: section 9(1) of the Act. The pattern of the legislation is that a jobseeker’s agreement must comply with the test of actively seeking work in sections 1(2)(c) and 7 of the Act and regulation 18 of the Regulations and not the other way round.

14 That is illustrated by this appeal. C was required by his Agreement to take 6 steps each week and several other steps from time to time. That is clearly more steps than the regulation requires of him to meet the test of “actively seeking work”. And it is more steps than the Agreement asked him to record. On the facts, the secretary of state’s representative now accepts that C took four steps in the week and that those four steps met the test in section 7(1).

15 The questions to be asked where it is alleged that someone is not actively seeking work are those following from section 7(1) and regulation 18(1), not from the agreement. They pose three questions, to be answered by the claimant's actions that week:

(a) Should the claimant be expected to take at least three jobsearch steps that week, or is it reasonable that only one or two be taken?

(b) What steps were taken?

(c) In the light of that reasonable expectation and those findings, were the steps taken by the claimant "such steps as he can reasonably be expected to have to take in order to have the best prospects of securing employment" (section 7(1))?

If the steps by the claimant taken meet that test, it is irrelevant that the claimant did not also take some other step, whether or not it is in the jobseeker's agreement.