

The REC Code of Good Recruitment Practice has been created in consultation with industry stakeholders to ensure that all members of the REC conduct their businesses ethically and to the highest standards and to promote good practice within REC membership. The REC will offer guidance, legal advice and training to members to help achieve these standards. The Code is binding on all individual<sup>1</sup> and corporate<sup>2</sup> members of the REC and their subsidiary/associate companies. Where a member operates in a sector or sectors covered by the REC's specialist division codes of practice, the requirements of the relevant code or codes are also binding. A breach of this Code or the specialist division codes will be dealt with under the Complaints and Disciplinary procedures of the REC.

### General

1. Members will ensure that they and their staff comply with the provisions of the 1973 Employment Agencies Act as amended, the Conduct of Employment Agencies and Employment Businesses Regulations 1976<sup>3</sup> and any future amendments, other relevant legislation, statutory codes and official guidance including that relating to equal opportunities and equal pay, taxation, health and safety, data protection, trade union membership, immigration, rehabilitation of offenders, telecommunications privacy and working time. Members will ensure that any revisions or updates of relevant legislation and codes including the REC Code are communicated to staff and adhered to accordingly.
2. Where a provision in this Code is less stringent than that of the Code of a specialist division<sup>4</sup> to which a member belongs, the relevant provision of the specialist division Code will apply.
3. Members will ensure that work seekers and hirers are made aware of the standards of practice required by this Code and any specialist codes that apply.
4. Corporate members will ensure that their staff are informed and trained to carry out their duties effectively, and that they seek to improve continually the performance of their staff by continuing development of their knowledge and skills.
5. Individual members will make every effort to avail themselves of appropriate training and development opportunities.
6. Members will comply with any REC guidance on ethical, commercial or statutory issues in the operation of their businesses, including the Rules of the REC where relevant and the requirements of the REC best practice code on equal opportunities. Failure to do so will be taken into account in any disciplinary proceedings or arbitration.
7. Members and their staff will deal with and represent themselves to work seekers, hirers and others fairly, openly, honestly and courteously at all times, and will safeguard against actions deemed to bring the recruitment industry into disrepute.
8. Members will ensure that temporary and contract workers supplied to clients are eligible to work in the UK. When introducing candidates for permanent or fixed term positions to be directly employed by the client, members will ensure that candidates and clients are aware of any eligibility criteria that may apply. Members should establish working practices in this respect that are in line with the REC's guidance on equal opportunities and should safeguard against unlawful discrimination, in particular on the grounds of race or ethnic origin.
9. Any selection tests used, including psychometric and personality questionnaires should be relevant, properly validated and where appropriate conducted by trained or licensed personnel.
10. Clear agreement should be reached with work seekers and hirers about any expenses payable for attending interview or for any other purpose. Information on any expenses payable for attending interview should be given in writing before interview or commencement of an assignment, where possible.

11. Members will document accurately, contemporaneously and appropriately all stages of the recruitment process, including the results of interviews, tests and references.
12. Members will establish and operate in accordance with their own internal written complaints procedure<sup>5</sup> which should aim to effect swift and appropriate resolution of complaints. This procedure should be clearly communicated to all staff, work seekers and hirers and must be followed when dealing with complaints brought against the member.
13. Complaints raised with the REC against members by work seekers and other parties will be dealt with under the REC complaints and disciplinary procedures.

## **Advertisements and online recruitment**

14. Members' advertisements must be accurate. All descriptions, claims and comparisons must be capable of substantiation.
15. All specific vacancies advertised, including those displayed on a website, must have been already registered with the agency by the client and must be available at the time of going to press, or being put on display. Filled vacancies must be removed from display as soon as reasonably practicable.
16. When placing adverts with Jobcentre Plus, members will observe the requirements of the Service Level Agreement / Good Practice Guide for Jobcentres and Employment Agencies (details provided below).
17. The express agreement of work seekers must be obtained before a CV or any personal details which might identify the candidate, are displayed on any website.
18. No personal details or details which might identify the work seeker, such as name of their current employer or information which might identify the current employer should be displayed in any open website. Such information may be displayed in password-protected parts of a site, provided work seekers are advised that hirers will have access to such information. If current employers might have such access, the candidate must be warned.
19. Members may not extract CVs from websites for display or submission to hirers without the express agreement of the subject of the CV.

## **Members' duties to hirers <sup>6</sup> (clients)**

20. On initial contact with a hirer members will provide clear and accurate information about the services they may provide, including, but not limited to, clear written terms of business, policies regarding checking of references, qualifications and obtaining Criminal Records Bureau checks where relevant. Members should confirm how their terms of business will be transmitted, e.g. whether by post, fax or email, and should maintain a record of how such information has been transmitted to each hirer.
21. Members will submit or transmit details of work seekers to hirers only in respect of registered vacancies or fields of potential interest.
22. Members will endeavour to take up references as appropriate on temporary or contract workers before providing them on assignment to hirers. If for exceptional reasons, referees have not been contacted, the hirer must be informed.
23. Members will only submit to a hirer details of those candidates who have agreed that their details may be passed on to that hirer. Members will reach a clear understanding with the hirer on the procedure to be adopted for submitting a work seeker's details, including advising hirers of the steps to be taken should the hirer receive the same work seeker's details from more than one agency.
24. Members will inform the hirer where the member has not carried out a face-to-face interview prior to the hirer interviewing the work seeker.

25. Where the member has previously received a fee for placing a work seeker with their current employer, members will not approach the work seeker to offer work seeking services with a view to placing the work seeker elsewhere, unless the current employer agrees to that approach.
26. If a member has received a fee for placing a work seeker and the worker approaches the member during the rebate period to ask for alternative employment, then the following will apply: a) if the work seeker is offered alternative employment by the member and accepts it within the rebate period then rebate is payable from the date of accepting the new offer of employment; b) if the work seeker has requested alternative employment during the rebate period, but none is found during the rebate period and the work seeker remains in the original employment, then no rebate is payable.
27. Members must at all times observe the duty of confidentiality to the work seeker while providing work seeking services to the work seeker.
28. Members will treat information from clients confidentially. Disclosure of information or data identifying a client either explicitly or implicitly must be restricted to those involved in or an integral part of the recruitment process.

#### **Members' duties to work seekers <sup>7</sup>**

29. Upon registration of a work seeker, members will provide clear and accurate information about the services they may provide, including but not limited to clear and accurate written terms of engagement for temporary and contract workers, which state unequivocally the type of contract on which the temporary worker is engaged (that is on a contract for services or of service (ie employment)), and any services provided for which payment may be charged.
30. Members will ensure that they obtain from hirers all relevant information relating to the position in question, including health and safety information and with particular regard to any relevant guidance from the Health and Safety Executive; and that all such information is made available to the work seeker before work on an assignment starts.
31. Members will pay temporary and contract workers promptly and efficiently and in accordance with the member's contract with the temporary or contract workers. In the event of any unavoidable delay in payment, the temporary or contract worker should be informed immediately of the reason for the delay, steps to be taken to resolve late payment, and likely timescale for resolution of the reason for late payment. Members may not penalise temporary workers, for example for having been late or failed to attend part or all of an assignment or for poor performance, by making deductions from pay due for time that they have actually worked.
32. Members will inform temporary or contract workers in writing and before an assignment commences that, if the hirer engages them direct during or within an agreed period after the end of the assignment, the hirer may either be charged a fee or the period of the assignment may be extended before the temporary or contract worker can take up work direct without charge to the hirer.
33. Members will not impose a restriction on any temporary or contract worker they have previously engaged from obtaining work, by withholding or refusing to provide any information reasonably requested by another employment business in respect of that temporary or contract worker unless they can objectively justify their decision for refusing to give such information in any particular case.
34. Members will agree with work seekers the procedure for submitting their details to hirers. Members will not disclose a work seeker's identity and/or identifiable employment details to a hirer without first obtaining the work seeker's express permission unless the work seeker has agreed in advance that the member may do otherwise.

35. Members will treat information about work seekers confidentially. Disclosure of information or data identifying a work seeker either explicitly or implicitly must be restricted to those involved in the recruitment process. Hirers will be encouraged to treat information on work seekers confidentially at all times.
36. Where possible, members will keep registered work seekers informed of their progress in seeking to find work for them and of any application for work being pursued on their behalf. Members must agree with work seekers the procedure for keeping them so informed, including whether it will be the work seeker or the agency that should initiate contact with the other.
37. Members must agree timescales within which they will return hirers' and registered work seekers' telephone calls, emails and other correspondence.
38. Members must state clearly to work seekers at what stage references will be taken up and how they will be used. Only referees provided by the work seeker should be contacted, unless express permission from the work seeker is obtained.
39. Members must make clear to work seekers that they will not approach a current employer without the work seeker's written permission. Where a work seeker's current or most recent employer is not named as a referee, members must obtain express permission before contacting the employer for a reference. Information obtained through a reference must be treated as confidential to the recruitment process.

### **Overseas Recruitment**

40. Members recruiting work seekers from outside the UK for placement within the UK must ensure that such work seekers are provided with adequate information about the hirer for whom they are being recruited, the rate of pay and other relevant employment terms that will apply as between them and the hirer. These should include notice periods, hours and location of work, the likely cost of living in the area of the UK in which the hirer is situated, the likely length of the job in question and the state of the employment market into which they are being recruited, in order to enable the work seeker to make an informed decision as to whether it is in their long term interests to accept a position with a UK hirer. All information must be provided at no cost to the work seeker.
41. Members recruiting work seekers from outside the UK will not use overseas agents in circumstances where such agents charge overseas work seekers for their services unless this is legal and normal custom and practice sanctioned by the government in the country of origin. Members should make all reasonable efforts to ascertain whether such agents charge work seekers for their services.

### **REC Complaints and Disciplinary Procedures**

The REC takes seriously its role to continuously improve standards within the recruitment industry. It also takes seriously complaints against REC corporate or individual members. A copy of the REC Complaints and Disciplinary Procedure is available from the REC at 36/38 Mortimer Street, London, W1W 7RG or from our website at [www.rec.uk.com/rec-standards.htm](http://www.rec.uk.com/rec-standards.htm)

Under this procedure, following full investigation, the Professional Standards Committee of REC has the right to acquit, reprimand or expel a member and to publish its decision. The REC may refer any matter at any time to the Employment Agencies Standards Inspectorate at the Department of Trade and Industry, or any other appropriate authority, as it considers proper in any given circumstance.

### Dispute Resolution Scheme for legal disputes involving REC members

The REC Complaints and Disciplinary Procedure exists to deal with complaints involving allegations of a breach of the REC Code of Practice and will not be used to decide disputes of a legal nature. An independent dispute resolution scheme is available to parties to a legal dispute involving an REC member, provided that both parties agree to take part in the scheme. The parties will be offered the option of using the dispute resolution scheme as soon as the matter is identified as a legal dispute.

### Guidance and support to REC members

The REC will support its members in achieving and maintaining the highest standards of recruitment practice, through legal advice, training and guidance. Please see our website at [www.rec.uk.com](http://www.rec.uk.com) for further information, or contact us on the details provided below.

### Jobcentre Plus Good Practice Guide for Jobcentres and Employment Agencies

Contact : Local Jobcentre through which vacancies are placed / Jobcentre Plus, Caxton House, Tothill Street, London SW1H 9NA [www.jobcentreplus.gov.uk](http://www.jobcentreplus.gov.uk) . Copies of the Guide also available from the REC Standards team.

### Notes

<sup>1</sup> Individual REC members are individuals in REC membership

<sup>2</sup> Corporate REC members are recruitment firms in REC membership

<sup>3</sup> Those who operate in Northern Ireland must comply with corresponding legislation, namely the Employment (Miscellaneous Provisions)(NI) Order 1981 ("the 1981 Order") and the Conduct of Employment Agencies and Employment Businesses Regulations 1982.

<sup>4</sup> Specialist Divisions are divisions within REC Corporate membership established for recruitment firms operating in specific or specialist areas of the job market

<sup>5</sup> REC corporate membership criteria require that corporate members operate their own internal complaints procedures

<sup>6</sup> Hirers are client companies, firms, sole traders or individuals using a recruitment firm's services to supply or recruit temporary /contract workers or candidates.

<sup>7</sup> 'Work seekers' shall include temporary or contract workers and candidates seeking direct employment with hirers and clauses referring to work seekers shall cover all categories of worker. (Candidates are individuals using a recruitment firm's assistance to find employment under a contract direct with an employer. Temporary workers have a contract with and are engaged by a recruitment firm and are assigned to work for clients of the recruitment firm. Contract workers are defined as those engaged by the recruitment firm as limited company contractors.)

### Contact REC at :-

Tel: 020 7462 3260

Email: [info@rec.uk.com](mailto:info@rec.uk.com)

[www.rec.uk.com](http://www.rec.uk.com)

REC Legal Consultancy Service : [legal@rec.uk.com](mailto:legal@rec.uk.com)

REC Professional Development team : [training@rec.uk.com](mailto:training@rec.uk.com)

REC Standards team : [standards@rec.uk.com](mailto:standards@rec.uk.com)

*London office:*  
36-38 Mortimer Street  
London W1W 7RG  
Fax: 020 7255 2878

*Woking office:*  
4<sup>th</sup> Flr Albion House  
Chertsey Road  
Woking GU21 6BT  
Fax: 01483 714979