

APSCo's Codes of Conduct

All APSCo Codes of Conduct are reviewed and communicated to members on at least an annual basis. Agreement to the most up to date and appropriate Code of Conduct is a requirement of APSCo membership. All members are deemed to agree to the appropriate Code of Conduct by continuation of their membership.

INTRODUCTION

Through recognising, supporting and promoting excellence within the professional education recruitment market, APSCo members provide other organisations, Government and candidates with a recognised stamp of quality assurance and the knowledge that dealing with APSCo members provides clear commercial advantage. The aim of this code of conduct is to enable education sector group members to demonstrate their commitment to providing the highest principles of professionalism, integrity, fair practice and ethics in dealing with employers, candidates and other recruitment firms. It is designed to enhance the operation, image and reputation of the recruitment profession and the education staffing sector.

1. RULE 1 - GENERAL

- 1.1. Members shall at all times act in the best interests of the professional staffing industry and the education sector in particular, and will not act in a way likely to bring the industry into disrepute.
- 1.2. Members' conduct is to be regulated in accordance with this code of conduct and support is offered to all members in order to achieve compliance with these standards.

2. RULE 2 – HONESTY

- 2.1. Members will act honestly in all dealings with candidates, clients and other recruitment firms (both APSCo members and non-members), and others.
- 2.2. Members shall not knowingly make a false or inaccurate statement, mislead or otherwise allow those with whom it deals to operate with a false impression of anything relating to the business between the member and that of another party.

3. RULE 3 – STAFF TRAINING

- 3.1. Members agree to communicate the contents of this Code of Conduct to all staff, and instruct them to abide by its contents.
- 3.2. Members will train their staff to ensure that they have the skills, knowledge and information to reach the standards required by this Code of Conduct, and will put in place adequate procedures to ensure continuing compliance. Members will make this Code of Conduct available to Candidates and Clients, and will make specific reference to their adherence to this Code of Conduct on all electronic and hardcopy marketing literature.

4. RULE 4 – COMPLIANCE WITH LAWS

4.1. General

- 4.1.1 Members will ensure that they understand and comply with all of the relevant provisions of the 1973 Employment Agencies Act as amended, the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (“the Conduct Regulations”), and the Agency Workers Regulations 2010 (“the AWR”).
- 4.1.2 Members will ensure that they comply with all other relevant legislation and court judgements relating to their business, including but not limited to legislation and court judgements relating to equal opportunities, health and safety, taxation, data protection, competition and telecommunications privacy.
- 4.1.3 This Code of Conduct is not legally binding but represents good practice by APSCo members and is promoted on that basis. APSCo members are free to operate in their own commercial interests. This code does not support or promote any anti-competitive activity and should not be construed as doing so.

4.2. Contractual Documentation

- 4.2.1 Members shall ensure that the contractual documentation they use to cover their dealings with both Candidates and Clients is in line with current statutory requirements, and as such clearly sets out all fees, obligations, and liabilities of all parties.
- 4.2.2 Members will have procedures in place to ensure that adequate documentation is provided, where required by law, to all relevant parties.
- 4.2.3 Only in relation to the material clauses identified by HMRC as relevant in determining a worker’s tax status as outside IR35, members will where possible and appropriate reflect such material terms as shown in the member’s contract with the Client, in the contract that the member enters into with the Candidate. Where it is not possible to reflect such material terms, the member should make the Candidate aware of such differences between the two contracts.

4.3. Safeguarding

- 4.3.1 Members must comply with Section 1 Safeguarding of Compliance+ - best practice in education recruitment which is available at <http://www.apsco.org/complianceplus.aspx> This is underpinned by statutory requirements and the Department for Education’s Keeping Children Safe in Education July 2015 guidance on best practice.
- 4.3.2 Members will make Compliance+ available to Candidates and Clients.

4.4. Right to Work in the UK

- 4.4.1 Members will put in place adequate procedures to ensure consistent and continual compliance with UK Border Agency guidelines with regard to the right to work in the UK of all permanent and temporary Candidates and employees.
- 4.4.2 Members will ensure that all relevant staff members are aware of the documents/document combinations, which are acceptable as proof of right to work in the UK.

4.4.3 Members will provide Clients with up to date and accurate information, to the best of their knowledge, regarding any permanent and temporary Candidate introduced to a Client.

4.5. Data Protection

4.5.1 Members will ensure that all Candidate personal information is held and processed in line with applicable data protection legislation and regulations.

4.5.2 Members will ensure that before they pass any personal details relating to a Candidate onto a Client they will first have entered into an agreement with that Client to only hold and process the Candidate's information in line with applicable data protection legislation and regulations.

4.6. Respect for Diversity

4.6.1 Member's shall champion equality and diversity and shall not discriminate against anyone with whom they come into contact. Members shall adhere to all aspects of applicable human rights, equality and employment laws and regulations.

4.6.2 Members shall not act on an instruction from a Client that breaches any applicable law or regulation from time to time in place relating to discrimination or require other Recruitment Firms or Candidates to act on such instructions.

4.6.3 Members will treat all Candidates, and Clients with dignity and respect and should establish working practices that safeguard against unlawful or unethical discrimination in the operation of their business.

4.7. Referral Fees

Members shall have a procedure in place to ensure that any referral fee or other financial incentive paid to or received from any other staffing company, umbrella company, intermediary, or any other business in the supply chain is not in breach of the UK Bribery Act. APSCo expects members to adhere to the following best practice with regard to such fees to ensure that:

4.7.1 they are not disproportionately high in relation to the value of the service provision;

4.7.2 all employees adhere to the member's referral fee policy;

4.7.3 when entering into referral fee/financial incentive arrangements all parties have complete transparency with regard to the payments made and/or received; and

4.7.4 members never apply undue pressure to any other staffing company, umbrella company, intermediary or other business in the supply chain to offer a referral fee or any other financial incentive and all such communications shall be transparent at a corporate level within all businesses involved.

5. RECRUITMENT PROCESSES

5.1. Members shall put in place adequate procedures to ensure the documentation of all stages of their recruitment processes, including but not limited to: recording the time and date of CV's sent, interviews arranged, and the outcome of offers of employment or engagement.

5.2. Members shall ensure that all advertisements and marketing to attract Candidates comply with applicable legislation, including the Conduct Regulations and discrimination legislation.

- 5.3. Members will endeavour to fully understand the Client's stated skills requirement before submitting any Candidate details.
- 5.4. Members will endeavour to place the candidates who best meet the client's reasonable and lawful requirements.
- 5.5. Members will only introduce or submit details to the Client of those Candidates who have given permission for their CV and personal data to be transmitted to an agreed or pre-discussed Client organisation.
- 5.6. Members shall ensure that there is a clear understanding with the Client as to who is responsible for each aspect of the recruitment process (e.g. interviews and obtaining references).
- 5.7. Members must be willing, on request from a Client, to clarify what procedures are in place to verify the Candidate's identity, experience and qualifications.
- 5.8. Members shall only process a Candidate's details for the purpose of work finding services, or such other service as has been agreed by the Candidate, and shall ensure that any Client with whom a Candidate's details have been shared has also agreed to a similar undertaking.
- 5.9. Members will develop effective communication mechanisms with Clients and Candidates, and other interested parties, which engenders an open and respectful transfer of information.

6. DEALINGS WITH CLIENTS

- 6.1. Members will not target employees of active Clients for search purposes.
- 6.2. Members will treat all Client information confidentially and the disclosure of information will be restricted to those parties that form part of the recruitment process.

7. DEALINGS WITH CANDIDATES

- 7.1. Where the member has received a fee for placing a Candidate, members will not approach that Candidate with a view to placing them elsewhere; and will not accept an instruction from the Candidate to find work without confirmation in writing from them.
- 7.2. Members should make clear to Candidates at what stage references will be taken up and how they will be used. Only referees provided by the Candidate should be contacted, unless express permission from the Candidate is obtained to act otherwise.
- 7.3. As stated in clause 5.5 above, members will only pass information relating to a Candidate onto a Client once the member has made the Candidate aware of that particular opportunity and has received either verbal or written confirmation from the Candidate that their details may be forwarded to the Client.
- 7.4. All candidates on assignment must be provided access to information on relevant subsidised training courses (CPD) as per Compliance+ Requirement 27.
- 7.5. Members shall use reasonable endeavours to keep Candidates informed of progress in finding them work and of any application for work the member is pursuing on their behalf. To that end, members shall agree with Candidates who is to initiate further contact.
- 7.6. Where members have agreed to provide and are providing work finding services for Candidates, or where members have engaged the services of Candidates as temporaries/contract workers, members shall return Candidates' calls, emails and other correspondence as soon as reasonably practicable.

- 7.7. Members shall not misrepresent pay rates, contract terms, assignment duration or other subjects relevant to the relationship between the members, the Client and the Candidate.
- 7.8. Members shall pay all temporary/contract workers promptly in accordance with their contract. In the event of a delay, members shall inform the temporary/contract worker as soon as practicable, giving the reasons for the delay and the steps that have been taken to resolve the issue.
- 7.9. Where temporary/contract workers are unsure of the suitable supply models available to them, members will either provide impartial information, or refer the temporary/contract worker to APSCo or another unconnected and objective body.
- 7.10. The member will not make any offer contingent upon the temporary/contract worker working through an umbrella company or other payment service provider, unless such stipulation has been imposed upon the member by their client.
- 7.11. Members shall not unfairly prevent a Candidate from pursuing other opportunities, nor will they induce Candidates to breach or improperly interfere with a contractual relationship with a Client.
- 7.12. Members will not impose a restriction on any temporary/contract worker they have previously engaged from obtaining work by withholding or refusing to provide any information, whether in a reference or otherwise, that is reasonably requested by another employment agency/business or Client in respect of that temporary/contract worker unless they can objectively and lawfully justify their decision for refusing to give such information in any particular case.

8. COMPLAINTS & ESCALATION

- 8.1. Any complaint that a member has breached the standards contained within this Code of Conduct shall be dealt with in accordance with the APSCo complaints procedure, which is available at <https://www.apsco.org/complaints.aspx>.
- 8.2. Please note that APSCo will not investigate or intervene in complaints, which are based solely on a commercial dispute.
- 8.3. In the event that a complaint is made against a member, that member shall co-operate with any investigation of that complaint under the APSCo complaints procedure.
- 8.4. Members shall provide reasonable assistance to any investigation under the APSCo complaints procedure, even if they are not the subject of that complaint.
- 8.5. Should a member fail to adhere to the terms of this Code of Conduct or should a complaint be upheld against a member that it has failed to so adhere, APSCo reserves the right to terminate their membership. In any such decision to terminate, APSCo shall act in good faith and in compliance with any applicable law and will follow its own rules and procedures including any right to appeal.

9. WHISTLEBLOWING

- 9.1. Members should report concerns or suspicions about any wrong doing or malpractice on the part of APSCo or any other member or affiliate member. Wherever possible such reports will be kept confidential.

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- 9.2. Members should not report concerns that relate to their own company's operations and practices, as these should be dealt with through that company's own internal reporting structure.
- 9.3. Where a member reasonably believes any one or more of the following matters have, may have or will take place, they should report these via APSCo's complaints line at complaints@apsco.org:
- 9.3.1 A serious breach of this Code of Conduct
 - 9.3.2 A criminal offence
 - 9.3.3 A failure to comply with a legal obligation
 - 9.3.4 A danger to the health and safety of an individual
 - 9.3.5 Dishonesty, corruption, or bribery
 - 9.3.6 False accounting or reporting irregularities
- 9.4. Once a concern or incident has been reported APSCo will make preliminary enquiries and decide if further investigation is needed. Where necessary, APSCo will decide whether the investigation should be conducted internally externally.
- 9.5. Any member reporting such concerns will not be victimised or treated less favourably in any way as a result.
- 9.6. Members should be aware that deliberately raising false or malicious allegations is not acceptable and will be viewed extremely seriously by APSCo, and could result in their membership being terminated.