

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 business ethically and to the highest standards and to promote good practice within REC membership. The Code is binding on all individual¹ and corporate² members of the REC and their subsidiary/associate companies. A breach of the Code will be dealt with under the Complaints and Disciplinary procedures of the REC.

General

1. Members will ensure that all staff are aware of and comply with the provisions of the 1973 Employment Agencies Act, related Regulations, other relevant legislation and statutory codes including provisions 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.
2. Members will have regard to any REC guidance on ethical, commercial or statutory issues in the operation of their businesses. Failure to do so will be taken into account in any disciplinary proceedings or arbitration.
3. The provisions of the Code and other relevant Codes must be brought to the attention of staff and form part of their induction and training.
4. Where a provision in this Code is less stringent than that of the Code of a specialist division³ to which a member belongs, the relevant provision of that Code will apply.
5. Corporate members will ensure that 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.
6. Individual members will make every effort to avail themselves of appropriate training and development opportunities.
7. Members will deal with and represent themselves to candidates,⁴ temporary workers⁵ and clients⁶ fairly, openly, honestly and courteously at all times.
8. Members will establish and operate in accordance with their own internal written complaints procedure⁷ which should aim to effect swift and appropriate resolution of complaints. This procedure should be clearly communicated to all staff and must be followed when dealing with complaints brought against the member.
9. Members will advise clients of any potential conflicts of interest before attempting to fill a vacancy.
10. Members will not target client companies for search purposes within 12 months of last providing services to that company.
11. Members will develop a positive policy towards and take necessary steps to promote equal opportunities in employment. In particular they will comply with the requirements of the REC Best Practice Code on equal opportunities.
12. Any selection tests used, including psychometric and personality questionnaires should be relevant, properly validated and where appropriately conducted by trained or licensed personnel.
13. Members will submit or transmit details of candidates, temporary or contract workers only in respect of registered vacancies or fields of potential interest.
14. The express agreement of clients must be obtained before a vacancy is displayed on any website.
15. The express agreement of candidates or temporary or contract workers must be obtained before a CV or any personal details which might identify the candidate, are displayed on any website.
16. No personal details or details which might identify the candidate, such as name of current employer or information which might identify the current employer should be displayed in any open website. Such information may be displayed in pass-word protected parts of a site, provided candidates are advised that clients will have access to such information. If current employers might have such access the candidate must be warned.
17. Members may not extract CVs from websites for display or submission to clients without the express agreement of the subject of the CV.
18. Clear agreement should be reached with candidates or temporary and contract workers and clients about any expenses payable for attending interview or for any other purpose. Information on any expenses payable should be given in writing before interview or commencement of an assignment, where possible.
19. Complaints raised with the REC against members by clients, candidates and temporary workers and other parties will be dealt with under the REC complaints and disciplinary procedures.

Advertisements

20. Members' advertisements must be accurate. All descriptions, claims and comparisons must be capable of substantiation.
21. All specific vacancies advertised must be available at the time of going to press, or being put on display⁸. Filled vacancies must be removed from display as soon as reasonably practicable.

Members' duties to client firms when providing temporary or contract staff services:

22. On initial contact with a client members will provide clear and accurate information about the services they may provide.
23. Members will provide clear and fair written terms of business to the client as soon as possible after receipt of a request to supply a temporary worker to a client.
24. Members will document accurately, contemporaneously and appropriately all stages of the recruitment process, including the results of interviews, tests and references.
25. Members will endeavour to take up references as appropriate on temporary or contract workers before providing them on assignment to clients. If for exceptional reasons, referees have not been contacted, the client must be informed.
26. Members will treat information about candidates and temporary workers confidentially. Disclosure of information or data identifying a candidate either explicitly or implicitly must be restricted to those involved in the recruitment process. Clients will be encouraged to treat information on candidates confidentially at all times.

When providing permanent recruitment services⁹:

27. On initial contact with a client, members will provide clear and accurate information about the services they may provide.
28. Members will send fair and clear terms of business to the client as soon as possible after registering a vacancy.

29. Members will reach a clear understanding with clients on the procedure to be adopted for submitting a candidate's details to the client.
30. Members will inform the client where the member has not carried out a face-to-face interview prior to the client interviewing the candidate.
31. Members will document accurately, contemporaneously and appropriately all stages of the recruitment process, including the results of interviews, tests and references.
32. Members will not deliberately attempt to induce any candidate to leave his or her employment with a view to placing the candidate elsewhere where the member has previously received a fee for placing the candidate with that client, unless the client agrees to that approach.

Members' duties to temporary and contract staff

33. On initial contact with a potential temporary or contract worker, members will provide clear and accurate information about the services they may provide.
34. Members will transmit to temporary or contract workers as accurately and promptly as possible all relevant information provided to them by clients, including information relating to health and safety matters.
35. Members will pay temporary staff promptly and efficiently and as specified in the members' contract with 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.
36. Members will inform temporary or contract workers that if the client engages them direct during or within an agreed period after the end of the assignment, the client 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 client.
37. Members will provide the information requested for references for individual temporary workers unless they can objectively justify their decision for refusing to give such information in any particular case.

Members' duties to candidates for permanent vacancies

38. On initial contact with a candidate, members will provide clear and accurate information about the services they may provide.
39. Members will agree with candidates the procedure for submitting their details to clients. Members will not disclose a candidate's identity and/or identifiable employment details to a client without first obtaining the candidate's permission unless the candidate has agreed in advance that the member may do otherwise.
40. Members will treat information about candidates confidentially except for the purpose of filling a vacancy and will encourage clients to do likewise.
41. Where possible, members will keep candidates informed of the progress of their application.
42. Members must state clearly to candidates at what stage references will be taken up and how they will be used.
43. Members must make clear to candidates that they will not approach a current employer without the candidate's permission. Information obtained through a reference must be treated as confidential to the recruitment process.

Complaints and Disciplinary Procedures

44. The REC takes seriously its role to continuously improve standards within the staffing industry. It also takes seriously complaints against REC corporate or individual members. A copy of the REC's 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.
45. Under this procedure, following full investigation, the Ethics and Disciplinary Committee of REC has the right to acquit, suspend, reprimand or expel a member and to publish its decision.

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. A 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.

¹ Individual REC members are individuals in membership

² Corporate REC members are recruitment firms in membership

³ Specialist Divisions are divisions within REC Corporate membership established for recruitment firms operating in specific or specialist areas of the job market

⁴ Candidates are individuals using a recruitment firm's assistance to find employment under a contract direct with an employer

⁵ Temporary or contract workers have a contract with and are engaged by a recruitment firm and are assigned to work for clients of the recruitment firm

⁶ Clients are companies, firms, sole traders or individuals using a recruitment firm's services to supply or recruit temporary/contract workers or candidates

⁷ REC corporate membership criteria require that corporate members operate their own internal complaints procedures

⁸ Display includes notices in windows or recruitment firm branches, entries on websites and billboard and poster advertising

⁹ Permanent recruitment services means the services provided by a recruitment firm to find a candidate employment under a contract direct with an employer