

## APSCo's Codes of Conduct

All APSCo Codes of Conduct are reviewed 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 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 Trusted Partners to demonstrate their commitment to providing the highest principles of professionalism, integrity, fair practice and ethics in dealing with recruitment firms and others. It is designed to enhance the operation, image and reputation of the recruitment profession and the staffing industry in every country in which APSCo members provide services.

Trusted Partners are also subject to the applicable APSCo Rules of Membership and may be subject to additional Codes of Conduct as a condition of their membership and these documents can be found at [www.apsco.org](http://www.apsco.org)

**"APSCo group"** means all companies within the APSCo group of companies globally.

**"Candidate"** means individuals seeking work-finding services and/or individuals providing services through the member, whether as an independent contractor, agency worker, umbrella worker or permanent employee.

**"Client"** means companies to whom members provide recruitment services.

Where a Client has appointed a "Managed Service Provider" (MSP) or a "Recruitment Process Outsourcer" (RPO) to manage their recruitment services, whether indirectly, or directly as a recruitment business in the chain of supply with the member, then all references to "Client" shall apply both to the end user of the Candidate's services and the facilitator of the recruitment process, namely the MSP/RPO, as applicable.

### **1. GENERAL AND TRUSTED PARTNERS COMPLIANCE ASSURANCE**

- 1.1 Trusted Partners shall at all times act in the best interests of the professional staffing industry and will not act in a way likely to bring the industry into disrepute. As a condition of membership, Trusted Partners shall satisfactorily complete a due diligence review upon joining APSCo and annually thereafter.
- 1.2 Trusted Partners' 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.

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- 1.3 Trusted Partners and their personnel shall not solicit, with the intention of offering employment or engagement with them, personnel of other members, other Trusted Partners or APSCo group personnel at APSCo group events.
- 1.4 Trusted Partners shall ensure fair relations with other members, customers, Clients, Candidates and third parties based on fair competition and shall not discuss any topic that would fall under applicable anti-competition regulations.
- 1.5 Trusted Partners shall where appropriate, make this Code of Conduct available to their customers, employees, Candidates and Clients.
- 1.6 Trusted Partners shall have adequate complaints processes and whistleblowing processes in place, communicating them to their personnel and third parties and ensuring access to them without fear of retribution or discrimination.
- 1.7 Trusted Partners shall ensure that they and their personnel comply with terms of use and content standards of websites and social media platforms. They shall use best endeavours to ensure that only publicly available, non-confidential information is disclosed and that third parties, including customers, Candidates, Clients, suppliers and their respective personnel are not referenced without approval from that person or relevant organisation.
- 1.8 Trusted Partners shall comply with advertising standards in applicable jurisdictions, including those where they have a physical presence and those at which they target marketing and content. Trusted Partners must ensure that their marketing via social media, websites and other channels is accurate, does not mislead, omit material information or exaggerate, that any comparative claim is fair and verifiable and that their compliance reflects the spirit as well as the letter of any applicable laws and codes.
- 1.9 Where relevant services (including, but not limited to umbrella and limited company arrangements) are provided to Candidates by Trusted Partners, they shall submit themselves to whatever compliance assessments and further checks that APSCo reasonably deem appropriate as a continuing condition of their membership, in addition to the annual compliance review described at Clause 1.1.
- 1.9.1 Such compliance assessments and checks may be conducted by an external body, and at a cost agreed with the external body, payable in addition to membership fees. A chargeable umbrella company compliance assessment is required prior to finalisation of Trusted Partner membership and at least once every two years thereafter.
- 1.10 Trusted Partners must ensure that in the provision of their services, (including, but not limited to umbrella and limited company arrangements), to customers, Candidates, Clients, and recruitment firms in the UK, they will not i) engage with any individuals, companies, corporate vehicles, or corporate entities which use, provide or promote offshore services, and/or (ii) themselves use, provide, or promote offshore services. For the avoidance of doubt, Trusted Partners must not either directly or indirectly offer, promote, or provide any form of tax avoidance schemes.
- 2. ASSURANCE OF HONESTY**
- 2.1 Trusted Partners will act honestly in all dealings with customers, Candidates, Clients, recruitment firms (both APSCo members and non-members) and competitors.
- 2.2 Trusted Partners 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 Trusted Partner and that of another party.

**3. ASSURANCE OF STAFF TRAINING**

- 3.1 Trusted Partners agree to communicate the contents of this Code of Conduct to all staff and instruct them to abide by its contents.
- 3.2 Trusted Partners 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.

**4. ASSURANCE OF LEGAL COMPLIANCE**

General

- 4.1. Trusted Partners will ensure that they comply with all relevant legislation and court judgements relating to their business, including but not limited to legislation and court judgements relating to employment, recruitment, agency workers, equal opportunities, health and safety, taxation, data protection, competition, advertising, telecommunications, privacy and environmental law.
- 4.2 APSCo Codes of Conduct are not legally binding but represent best and expected practice by APSCo Trusted Partners and are promoted on that basis. They do not support or promote any anti-competitive activity and should not be construed as doing so.

Contractual Documentation

- 4.3 Trusted Partners shall ensure that any contractual documentation they use to cover their dealings with customers, Candidates and recruitment firms is in line with current statutory requirements.
- 4.4 Trusted Partners shall have procedures in place to ensure that adequate documentation is provided, where required by law, to all relevant parties.

Right to Work in the Country where the Services are Performed

- 4.5 Trusted Partners will put in place adequate procedures to ensure consistent and continual compliance with local legislation, including UK Visas and Immigration, with regard to the right to work of all permanent and temporary Candidates and personnel in the country in which the individual works and/or provide services.
- 4.6 Trusted Partners will ensure that all relevant personnel, customers and Candidates are aware of the documents/document combinations, which are acceptable as proof of right to work in the country in which their services are performed.

Data Protection

- 4.7 Trusted Partners will ensure that all personal data is held in a secure manner and processed for the purposes for which the information is obtained and held in line with applicable data protection legislation and regulations.
- 4.8 Trusted Partners will ensure that before they pass any personal data onto a third party, they will first have entered into an agreement with that third party to only hold and process personal data in a secure manner, for the purposes for which it was provided and in line with applicable data protection legislation and regulations.

Respect for Diversity

- 4.9 Trusted Partners shall champion equality and diversity and shall not discriminate against anyone with whom they come into contact. Trusted Partners shall adhere to all aspects of applicable human rights, equality and employment laws and regulations.

- 4.10 Trusted Partners will treat all customers, Candidates, recruitment firms and others with dignity and respect and should establish working practices that safeguard against unlawful or unethical discrimination in the operation of their business.

**5. DEALINGS WITH CANDIDATES, RECRUITMENT FIRMS AND CLIENTS**

- 5.1 Trusted Partners will not misrepresent their terms of business or supply model(s) to customers, Clients, recruitment firms, or Candidates, nor levy any charges that were not made known prior to the beginning of the relationship. Any further or varied charges must be reasonable, transparent and levied in accordance with contractual terms.
- 5.2 Where relevant, Trusted Partners will ensure that all Candidates are paid in accordance with the contractual agreement in place with the Trusted Partner, and that all information or documents received by Trusted Partners relating to timesheets, payment, or invoicing are passed on without delay to the appropriate party.
- 5.3 Trusted Partners shall have a procedure in place to ensure that any referral fee, administration fee or financial incentive paid to any other Trusted Partner, member, staffing company, umbrella company, other intermediary or any of their personnel, or any other business or individual is not in breach of applicable legislation such as the UK Bribery Act 2010 and in the case of referral fees or financial incentives paid to personnel this must in the full knowledge and written agreement of their employer or engager. APSCo expects Trusted Partners to adhere to the following best practice. Where an arrangement is in place to provide reward for referred business to be paid by a Trusted Partner to an individual staffing consultant or other personnel such rewards should always be transparent to the staffing consultant's employer. In particular, rewards should be:
- 5.3.1 proportionate in relation to the value of the service provision;
  - 5.3.2 made openly and with the full knowledge and approval of the recipient's employer;
  - 5.3.3 never delivered to an individual's home;
  - 5.3.4 in the form of goods, vouchers or services capable of fulfilling the criteria to qualify under an approved HM Revenue & Customs (HMRC) scheme as available from time to time to cover such rewards and should therefore not take the form of cash; and
  - 5.3.5 made under an approved HMRC "Taxed Award" scheme, as available from time to time with all taxes and National Insurance Contributions (including Employers National Insurance) attributable to such rewards, fully accounted for to HMRC. Details of such schemes should be available to both Candidates and recruitment firms on request.
- 5.4 When entering into a referral fee arrangement with a recruitment firm, or other business in the supply chain, Trusted Partners must ensure that such fee is proportionate in relation to the value of the service provision, and that the arrangement is transparent to all parties.
- 5.5 Trusted Partners will never apply undue pressure to any recruitment firm or other business in the supply chain to accept a referral fee or any other financial incentive and all such communications shall be transparent at a corporate level within all businesses involved.

**6. CONFIDENTIALITY**

- 6.1 Trusted Partners will treat their customers', Candidates', recruitment firm and Client's information as confidential and will not disclose such information unless obliged by law to do so.

- 6.2 Trusted Partners will treat all information about other Trusted Partners and members gained by way of conducting business with them or through third parties, as confidential and shall not use such information to gain an unfair business advantage.

**7. COMPLAINTS & ESCALATION**

- 7.1 Any complaint that a Trusted Partner 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>.
- 7.2 Please note that APSCo will not investigate or intervene in complaints, which are based solely on a commercial dispute or are already the subject of a legal dispute.
- 7.3 Trusted Partners shall provide reasonable assistance and co-operation to any investigation under the APSCo complaints procedure, even if they are not the subject of that complaint.
- 7.4 Should a complaint be upheld against a Trusted Partner that it fails to adhere to, then ultimately APSCo reserves the right to terminate membership. In any such decision, APSCo shall act in good faith and in compliance with any applicable law and will follow its own rules and escalation procedures including any right to appeal as set out in its Complaints Procedure as updated from time to time.

**8. WHISTLEBLOWING**

- 8.1 Trusted Partners should report concerns or suspicions about any wrongdoing or malpractice on the part of APSCo or any other member or Trusted Partner. Wherever possible such reports will be kept confidential.
- 8.2 Trusted Partners 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.
- 8.3 Where a Trusted Partner 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](mailto:complaints@apsco.org):
- 8.3.1 a serious breach of an APSCo Code of Conduct;
  - 8.3.2 a criminal offence;
  - 8.3.3 a failure to comply with a legal obligation;
  - 8.3.4 a danger to the health and safety of an individual;
  - 8.3.5 dishonesty, corruption, or bribery;
  - 8.3.6 false accounting or reporting irregularities.
- 8.4 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 or externally.
- 8.5 Any Trusted Partner reporting such concerns will not be victimised or treated less favourably in any way as a result.
- 8.6 Trusted Partners 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.