

## APSCo's Codes of Conduct

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

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 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 staffing industry in every country in which APSCo members provide services.

Members 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. 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. ASSURANCE OF ETHICAL BEHAVIOUR**

- 1.1 Members 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.
- 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.

- 1.3 Members and their personnel shall not solicit, with the intention of offering employment or engagement with them, personnel of other members, Trusted Partners or APSCo personnel at APSCo group events.
- 1.4 Members shall ensure fair relations with other members, Clients, Candidates and other third parties based on fair competition and shall not discuss any topic that would fall under applicable anti-competition regulations.
- 1.5 Members shall, where appropriate, make this Code of Conduct available to Candidates and Clients.
- 1.6 Members 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 Members shall ensure that they and their personnel comply with the 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 their personnel, Candidates, Clients (and their staff) and suppliers are not referenced without approval from that person or relevant organisation.
- 1.8 Members 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. Members 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.

## **2. ASSURANCE OF HONESTY**

- 2.1 Members will act honestly in all dealings with Candidates, Clients, suppliers, other recruitment firms (both APSCo members and non-members) and other parties.
- 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. ASSURANCE OF STAFF TRAINING**

- 3.1 Members agree to communicate the contents of this Code of Conduct to all personnel and instruct them to abide by its contents.
- 3.2 Members will train personnel 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 Members will ensure that they understand and comply with all of the relevant provisions of the Employment Agencies Act 1973 as amended, the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Conduct Regulations"), and the Agency Workers Regulations 2010 ("the AWR").
- 4.2 Members will ensure that they comply with all relevant legislation and court judgements relating to their business, including but not limited to any legislation and court judgements relating to

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employment, recruitment, equal opportunities and diversity, health and safety, bribery and corruption, modern slavery and supply chain transparency, taxation, data protection, competition, telecommunications, advertising, privacy and environmental law.

- 4.3 APSCo Codes of Conduct are not legally binding but represent best practice expected of APSCo members and are 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.

#### Contractual Documentation

- 4.4 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.
- 4.5 Members will have procedures in place to ensure that adequate documentation is provided, where required by law, to all relevant parties.

#### Referral Fees

- 4.6 Members shall have a procedure in place to ensure that any referral fee, administration fee or other financial incentive paid to or received from any other recruitment company, umbrella company, intermediary, or any other business in the supply chain is not in breach of relevant local legislation. APSCo expects members to adhere to the following best practice:

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

Administration fees represent a reasonable estimate of the costs incurred;

All personnel adhere to the member's current referral fee policy;

When entering into referral fee, administration fee or other financial incentive arrangements, all parties have complete transparency with regard to the payments made and/or received;

Members take responsibility for ensuring that all taxes and national insurance contributions (including Employers National Insurance) attributable to any rewards, gifts, goods, vouchers or services received by their personnel are fully accounted for to HMRC or other applicable tax and social authorities. Details of any HMRC approved schemes must be available to all relevant parties, including personnel, Candidates, recruitment firms and Clients; and

Members never apply undue pressure to any other recruitment company, umbrella company, intermediary or other business in the supply chain to offer a referral fee or any other financial incentive.

#### Right to Work in the Country where the Services are Performed.

- 4.7 Members will put in place adequate procedures to ensure consistent and continual compliance with local legislation, to ensure that all permanent and temporary Candidates and employees have the right to work in the country in which they are providing services.
- 4.8 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 country in which the services are performed.
- 4.9 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.

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Data Protection

- 4.10 Members will ensure that all Candidate personal information is held and processed for the purposes for which the information was provided by the Candidate, in a secure manner and in line with applicable data protection legislation and regulations.
- 4.11 Members will ensure that before they pass any personal details relating to a Candidate onto a Client or other third party, they will first have obtained the Candidate's consent and entered into an agreement with that Client or third party to only hold and process the Candidate's information in a secure manner and in line with the purposes for which it was provided and in line with applicable data protection legislation and regulations.

Respect for Diversity

- 4.12 Members 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.
- 4.13 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.
- 4.14 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.

**5. ASSURANCE OF TRANSPARENCY AND ACCOUNTABILITY IN THE RECRUITMENT PROCESS**

- 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.
- 5.3 Members will endeavour to place the Candidates who best meet the Client's reasonable and lawful requirements.
- 5.4 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.
- 5.5 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).
- 5.6 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.
- 5.7 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.
- 5.8 Members shall develop effective communication mechanisms with Clients and Candidates, and other interested parties, which engenders an open and respectful transfer of information.
- 5.9 Where a member is acting as an MSP or RPO indirectly or directly in the chain of supply then compliance with this Code of Conduct requires best endeavours to achieve a compliant, fair

and transparent tender process and supply chain management with appropriate distribution of risk between contracting parties.

**6. ASSURANCE OF RESPECTFUL AND MUTUALLY BENEFICIAL RELATIONSHIPS: 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. ASSURANCE OF RESPECTFUL AND MUTUALLY BENEFICIAL RELATIONSHIPS: DEALINGS WITH CANDIDATES**

- 7.1 Members shall be transparent, clear and fair in their dealings with Candidates when providing work-finding services.
- 7.2 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.
- 7.3 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. As stated in clause 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 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.
- 7.5 Where Members have agreed to provide and are providing work-finding services for Candidates, or where members have engaged the services of Candidates as contractors/agency workers, members shall return Candidates' calls, emails and other correspondence as soon as reasonably practicable.
- 7.6 Members shall apply equitable, objective, and transparent principles when calculating temporary Candidates' pay, considering applicable laws. 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.
- 7.7 Members shall pay all contractors/agency workers promptly in accordance with their contract. In the event of a delay, members shall inform the contractors/agency workers as soon as practicable, giving the reasons for the delay and the steps that have been taken to resolve the issue.
- 7.8 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.
- 7.9 Members will not impose a restriction on any Candidate 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 recruitment firm or Client in respect of that Candidate unless they can objectively and lawfully justify their decision for refusing to give such information in any particular case.

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**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 [www.apsco.org](http://www.apsco.org).
- 8.2 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.
- 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 wrongdoing or malpractice on the part of APSCo or any other member or Trusted Partner. Wherever possible such reports will be kept confidential.
- 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](mailto: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 or 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.