



TEAM CONSTITUTION

and

TEAM CODE

of

CO-OPERATION



Constitution for the business known as The Employment Agents Movement (UK) Ltd trading as TEAM

1. DEFINITIONS

| | |
|-------------------|---|
| Company | The Employment Agents Movement (UK) Limited |
| Directors | The Directors of the Company |
| Fees | Charges, Commissions, Fees, Margins or any monies due from Members or clients for services rendered. |
| Members | The Member firms of TEAM which includes Service Providers |
| NEC | The National Executive Committee of TEAM which comprises RDs/DDs and at discretion of the Company, a Director/s of the Company and any others deemed appropriate. |
| Partners | Other national or international businesses specifically or generally involved in the employment and recruitment sectors. (may also be referred to as Affiliates) |
| Principals | The directors, partners or proprietors of the Member firms |
| RDs/DDs | Regional Directors or Divisional Directors of TEAM who are the elected representative of a region or division |
| SP/SPs | Service Provider/s |
| TEAM | The Employment Agents Movement (UK) Ltd trading as TEAM |
| TEAM HO | TEAM Head Office |
| TEAM Charter | A schedule expressing the minimum levels of service and professionalism expected to be offered by TEAM Members to jobseekers and clients (Appendix 3/4) |
| TEAM Code | The rules for co-operation set out in Appendix 1/2 |
| TEAM Constitution | The principles governing Membership of TEAM |
| TEAM Directory | The list of TEAM Member firms |
| TEAM MD | The Managing Director of TEAM |
| TPSC | The TEAM Professional Standards Committee |

2. OBJECTIVES

TEAM objectives are to promote and facilitate professional co-operation and honourable dealings between Member firms listed in the TEAM Directory for their joint and individual benefit and for Member firms to offer co-operation to end user client businesses for the provision of employment and recruitment services. TEAM will not be a party to any agreement or arrangement relating to individual Member's fees or charges to businesses or to the general public.

3. DIVERSITY & INCLUSION

TEAM Members are as unique and varied as their services and TEAM expects Members to operate with a commitment to encouraging open collaboration and communication and respect to all. All qualifying applications will receive consideration for membership without regard to race, colour, creed, religion, gender, sexual orientation, national origin, genetics, disability, age or previous history consistent with legal requirements. TEAM expects its Members to embrace similar standards within their business both with their own employees and in their engagement with work seekers.

4. POSTAL ADDRESS & RECORDS

The business office of TEAM is as notified on the TEAM Website. Company and TEAM records are kept at the business office address or if more convenient due to geographical reasons in a location as agreed by the Directors.

5. FINANCIAL YEAR

The financial year of TEAM is from 1 January to 31 December.

6. LOGO

There will be a trading business logo as approved by the Directors. Members are encouraged to use this without alteration or additions on stationery, advertising and promotional matter or otherwise as may be sanctioned by the Directors.

7. ELIGIBILITY FOR MEMBERSHIP

7.1 Employment and recruitment agencies and/or businesses actively engaged in employment and/or recruitment related activities either in the United Kingdom and/or overseas may be eligible to receive an invitation for membership. Such businesses should conduct their business activities in accordance with the standards expected of good industry practice and comply in all respects with all relevant statutes as required by their business activities, including for the avoidance of any doubt, the Employment Agencies Act (EA ACT), The Conduct of Employment Agencies and Employment Businesses Regulations, Working Time Regulations (WTR), The Agency Workers Regulations (AWR), The Gangmasters and Labour Abuse Authority (GLAA), The Modern Slavery Act and any amendments or similar statutes.

7.2 The Directors may offer an invitation for membership as an Affiliate or Partner to any organisation or person, whether or not an employment agency or employment business, having an interest in recruitment or allied activities. Such organisation or person must be in sympathy with the aims and objectives of TEAM. Affiliate/Partner Members at the discretion of the Directors may be entitled to similar services as other Members but will not have the right to vote at regional meetings of TEAM. The Directors will determine an individual Affiliate/Partner Membership fee from time to time.

7.3 In certain instances in any one geographical location there may be several Members offering different specialised services. It is also recognised that in certain areas it may be desirable to allow several Members offering similar services to ensure maximum coverage of an area. No Member may claim exclusivity over any particular geographic area or industry sector. In the event of any dispute the Directors decision will be final.

7.4 At the discretion of the Directors certain geographic locations or sectors may be determined as being fully represented by existing Members. In such instances, new applications for membership may be deemed to be pending until such time as a vacancy exists.

7.5 It is understood that an existing Member may expand their business by opening/acquiring a new location already occupied by an existing Member in a similar sector. In such circumstances, it is expected that common sense will prevail and such Members would meet and discuss how co-operation could mutually benefit both their businesses. TEAM would not seek to disbar either business from being able to operate or to it affect either parties' membership rights.

8. APPLICATIONS FOR MEMBERSHIP

8.1 Applicants will become Members or SPs after approval and ratification by the Directors after following a predetermined application procedure as agreed and adopted by the Directors.

8.2 Before ratification, applicants must submit details of their business (by completing an Application form) together with such other information as the Directors shall deem necessary. The Directors are authorised to institute such enquiries, which may include existing Members, as they deem necessary and in the event of Membership being refused shall not be required to provide any reasons.

8.3 All related businesses involved in recruitment under common ownership or control and/or operating business locations must be included in any application for membership unless there are extenuating circumstances acknowledged and approved by the Directors.

8.4 Membership is deemed to be continuous on a rolling month by month basis unless deemed otherwise.

9. CONDUCT AND CO-OPERATION

- 9.1 Members must comply with the terms of the TEAM Constitution and rules for co-operation (TEAM Code as set out in Appendix 1/2) and agree to accept and promote the minimum standards of service as detailed in the TEAM Charter (as detailed in Appendix 3/4). The Directors reserve the right to amend the TEAM Constitution and TEAM Code if appropriate and will notify such amendments to Members, usually via the TEAM newsletter and website. Any failure to comply may result in sanctions (including termination of membership) being imposed.
- 9.2 TEAM may provide internet related resources and social media links for the business purposes of the membership, e.g. LinkedIn, Twitter, etc. Members will accept individual responsibility for any comments expressed, either by a principal or their employee/s and use good judgement and common sense. Members may have their own social media policy, but TEAM will consider unacceptable any behaviour by its Members (or their employees or agents) to the use of such resources to publish defamatory or false information about its colleagues, customers or clients, or offensive or harassing material, or to reveal confidential information about third parties. Any such behaviour deemed by the Directors to be unacceptable and in contravention and detrimental to other TEAM Members and/or TEAM objectives may result in the removal of any such comments from such resources without prior notification and may result in the intermediate termination/suspension or other sanction of that Members membership of TEAM.
- 9.3 RD/DDs shall be responsible for ensuring the membership they administer promote the network in accordance with the terms of the TEAM Constitution & TEAM Code.
- 9.4 Members will not directly or indirectly solicit, with a view to employing or engaging, any employee of another Member unless the employer Principal of that other Member has given prior written permission. For the avoidance of doubt, this includes but is not limited to solicitation by a Member through social media and/or e-shots. Failure to observe this condition may result in the immediate suspension/termination or other sanction of that Member's membership of TEAM.
- 9.5 Members engaging in commercial transactions with other Members, Service Providers and Partners are expected to promptly discharge their responsibilities and any indebtedness in accordance with whatever terms were agreed between the respective parties. Failure to observe this condition may result in the immediate suspension/termination or other sanction of the Members membership of TEAM. Prior to engaging with another Member Agency or Service Provider, all Members are urged to check on the status of the membership of the other Member. This can be done either via the website or by contact directly with TEAM HO.

10. TERMINATION OF MEMBERSHIP

- 10.1 A Member may terminate their membership at any time and for any reason by the Principal giving three months written notice to the Directors.
- 10.2 The Directors may terminate membership of a Member at any time and for any reason by giving three calendar months written notice to the Principal (or as described in Section 9).
- 10.3 At the discretion of the Directors, membership may be suspended/terminated with immediate effect if the actions or activities of a Member are deemed upon investigation to be detrimental to other Members and/or to the overall reputation and ethos of TEAM. Such suspension/termination will be immediately advised in writing to the relevant Member and at the discretion of the Directors to the membership as a whole.
- 10.4 The termination, suspension, expulsion or resignation of a Member may (at the discretion of the Directors) include all businesses under common ownership or control of the Member.
- 10.5 The termination/expulsion of a Member will also be immediately advised to all TEAM SPs and subject to any existing contractual arrangements in place with any SPs, all access to TEAM discounts/privileges will be immediately withdrawn.
- 10.6 Upon cessation of membership for any reason the Member will return any directories or other material which is the property of TEAM and will cease all promotion of membership of TEAM, as soon as practicable removing from stationery, website, email footer, advertising, promotional matter or otherwise all reference to TEAM membership.

11. SUBSCRIPTIONS AND OTHER PAYMENTS

- 11.1 An agreed registration fee will become payable by any Member or Service Provider on commencement of their membership.
- 11.2 The annual subscription determined by the Directors will be payable in advance or by standing order to the Company and will fall due for payment on or before commencement of membership and on each following annual anniversary of membership (or paid monthly or quarterly as agreed).

- 11.3 The total annual subscription payable by each Member firm, Partner, Affiliate or Service Provider is usually based on the number of those Members locations listed in the TEAM Directory. Any changes to a Member firm should be advised to TEAM HO as soon as possible.
- 11.4 The amount of annual subscription will be reviewed by the Directors, usually annually. Any change in quantum will be advised to a Member by giving at least six months' notice.
- 11.5 If membership ceases for any reason no repayment will be made (unless at the discretion of the Directors) for any part of the unexpired subscription term or for any other item the Member may have made a financial payment or commitment upon, except upon non-ratification in accordance with clause 8 or termination in accordance with clause 10, in which circumstances annual subscription will be refunded pro rata based on number of whole months of current paid up subscription year remaining less notice period.

12. SUBSCRIPTION UNPAID

If a subscription remains unpaid (whether monthly or annually) after it becomes due, the Directors may declare the membership of the Member concerned to have lapsed without further notice. Such declaration will not affect the ex-Member's liability to pay the subscription due. Based on Late Payment legislation TEAM reserve the right to charge Statutory Interest plus Bank of England base rate and any relevant debt recovery costs. Any Member having any concerns whatsoever about being unable to meet their membership obligations is advised to communicate with TEAM HO at the earliest opportunity.

13. TEAM WEBSITE

Each Member and its locations will be listed on the TEAM website and provided with an authorised Membership number and password access which will provide Members with access to restricted areas and various TEAM services. Members' attention is also drawn to the Terms and Conditions and Privacy Policy available on the website. TEAM cannot be held responsible for any functional failure of the website howsoever caused.

- 13.1 Members should not use the TEAM Website or job board. or access its databases to promote vacancies for recruitment or employment positions, whether for its own purposes or of a client.
- 13.2 Contact information and information relating to the services/products offered by individual Member businesses are supplied by each Member and will be displayed on our website, newsletter, social media and related publications. Members are expected to provide such information in good faith and not to make misleading or false representations. Members are at liberty to add, delete or amend the information they have provided at any time. Inclusion on the TEAM website and job board may result in other Members and/or the public contacting that Member and that Member's continued membership and use of the website or job board signifies its agreement and acceptance of this matter.

14. REGIONAL REPRESENTATION AND COMMITTEES

- 14.1 The country will be divided into regions or divisions determined by the Directors. Regions or divisions may be varied from time to time as common sense dictates.
- 14.2 Each region and/or sector will be represented by a nominated RD/DD appointed by the Directors, usually for a period of one year but eligible for re-election. Appointments may be made by the Directors and/or determined by a vote held amongst relevant Members. RD/DDs shall usually be a principal or a senior employee of a Member firm.
- 14.3 RD/DDs will arrange for Members within their area or region to meet regularly to promote TEAM networking. Unless leave of absence has been agreed, it is expected that Members will attend at least two meetings in each calendar year. In cases of continued absence, the Directors may review continued membership.
- 14.4 RD/DDs will meet regularly as a committee (NEC) to discuss and recommend to the Directors any changes required to the management of the network.
- 14.5 Should there be vacancies for RD/DDs, the Directors may fill such vacancies by co-option.
- 14.6 Unless leave of absence has been agreed by the Directors, failure by a NEC Member to attend at least two meetings in any calendar year may require a review of the appointment to the NEC of the person concerned.
- 14.7 The Company may appoint committees at its discretion. Such committees may include sectors representing specialist types of agencies or employment businesses and will report to the Directors. The chairperson of the committee must ensure minutes of committee meetings are dispatched to TEAM HO within one calendar month.

15. TEAM Professional Standards Committee

The TEAM Professional Standards Committee (TPSC) comprises experienced TEAM Members and external individuals who shall assist the Directors and TEAM Members in dealing with enquiries about the professional standards and/or activities of the industry as a whole, or specifically of a TEAM Member, whether from a member of the public, work-seeker, employer, a government department or another TEAM Member. The TPSC shall also endeavour to assist in the resolution of disputes between Members and of complaints by members of the public against a TEAM Member(s). It is understood that whilst any decision by TEAM regarding a complaint or dispute may have an impact on a Members continuing TEAM membership, any decision, conclusion or proposal will not on its own have any statutory or legal authority. If such an unfortunate impasse was reached, then the complainant and/or Member may have to resort to the relevant authorities based on their contractual relationship with each other.

15.1 Complaints against Members

All complaints should be directed in the first instance to TEAM HO who on receipt of a complaint from a member of the public, or a Member of TEAM in connection with the professional standards and/or activities of a TEAM Member, Service Provider or non-TEAM Member, will respond to the complainant within 14 days from receipt indicating how the complaint shall be dealt with as follows:

- 15.1.1 In the event that either both or one of the parties has already engaged with a third party adviser (legal or otherwise) then TEAM would only be prepared to continue to seek a resolution to the matter if the instructing party(ies) were prepared to suspend their engagement of any such third party advisers and confirm the same in writing. In the event this was not agreed then TEAM would have no option but to withdraw and leave the parties to resolve the matter by whatever means of redress may be available to them.
- 15.1.2 Assuming 15.1 is not the case, then, in the first instance, TEAM HO will encourage the complainant and the Member to resolve the matter directly between them in accordance with the Members' Complaints procedure.
- 15.1.3 If a satisfactory resolution cannot be achieved, then the complainant will be requested to provide full details of the complaint in writing including all relevant details and copy correspondence. Unless exceptional circumstances prevail, such complaints should not be more than six months old. Such information shall be forwarded to the relevant TEAM Member(s) for their written response. Where the complainant objects to the disclosure of their written complaint to the TEAM Member(s) involved, TEAM HO will decline to deal with the complaint and the complainant shall be informed that the matter is closed. On receipt of the complaint the TEAM Member(s) will be expected to provide a response in writing within 14 days. All the information provided will be forwarded to the TPSC who will consider the complaint.
- 15.1.4 If the TPSC by majority consider that there has been a breach of this Constitution and Code of Practice, TEAM shall communicate this to the complainant and the Member concerned and make recommendations, if appropriate, as to any means of redress. The TPSC shall also, where appropriate make recommendations to the Directors of TEAM as to any course of action or sanction that should be taken in respect of the TEAM Member concerned. The actions and/or sanctions the Directors may consider shall include a reprimand, suspension and/or expulsion from Membership.
- 15.1.5 If the complaint relates to the activities of a business or individual external to the jurisdiction of TEAM then TEAM HO will endeavour to counsel the complainant or direct them to a relevant authority, source of assistance and/or advice. Complaints considered to be external to the jurisdiction of TEAM shall include complaints against non-members, complaints amounting to a legal dispute regardless of whether proceedings are current, pending or contemplated or complaints relating to the personal affairs of the Member concerned.

15.2 Disputes between Members

- 15.2.1 In the first instance the Members should try to resolve the matter between them in a courteous and sensible manner in an attempt to arrive at a mutually satisfactory conclusion.
- 15.2.2 If no resolution is forthcoming then if both parties agree to allow TEAM to mediate, each party should provide TEAM MD with full written details of the dispute within 14 days. TEAM MD will forward the information from both parties to the TPSC who will attempt as a neutral third party to assist in settling

the dispute and to reach agreement. If no agreement is reached as a result of the involvement of the TPSC or because one party will not engage in attempting resolution within 14 days, or as soon as possible, TEAM shall withdraw and leave the parties to resolve the matter by whatever means of redress may be available to them.

- 15.2.3 This process shall not be used where the subject of the dispute amounts to a complaint involving a breach of the TEAM Constitution and Code of Practice or where it relates to the activities of a non-member, is a legal dispute regardless of whether proceedings are current, pending, contemplated or a dispute relating to the personal affairs of the Member concerned.

16. CHANGE OF PARTICULARS

Members must notify TEAM HO immediately of any material change in ownership and/or control, as well as changes of name and/or address or type of business.

17. USE OF FUNDS

All fee subscriptions and other monies paid to the Company will be held by the Company and will be used as appropriate and at the discretion of the Directors to discharge its liabilities and for the objectives of the network as set out above.

18. LIABILITY

18.1 The Company, or RD/DDs or any committee chairperson will not be liable under any circumstances for any loss damage or expense suffered or incurred by Members arising from or in any way connected with their membership, suspension or expulsion from TEAM or any matters relating to networking/referrals/fee sharing of business or information amongst Members of TEAM. Notwithstanding, any claim made shall be limited to the amount of current annual subscription paid.

18.2 TEAM is not responsible in any way for the administration of Fee sharing between Members or for any non-payment of Fee shares between Members.

19. SERVICE PROVIDERS (SP)

19.1 From time to time TEAM, on behalf of its Members, may agree special TEAM discounted terms from providers of services, products or supplies. Such providers, if approved by TEAM Directors, may be invited to join TEAM as an SP and for all intents and purposes shall be treated and be bound by similar conditions as a Member. These SPs will be liable to pay a registration fee and an annual Membership fee in advance (or as mutually agreed) and be bound by the TEAM Constitution and Code.

19.2 Once notified of the termination of a Member from TEAM, SPs are required to withdraw from that Member any agreed TEAM Member discounted services/supplies as soon as reasonably or contractually possible.

19.3 SPs will have similar access, as any Member, to the TEAM membership database and have the opportunity to contact Members and attend meetings as appropriate. Specific presentations of their products/services at TEAM meetings may be possible at the discretion of TEAM HO and the relevant RD/DD.

19.4 TEAM will not usually be in a position or authority to undertake a comprehensive detailed investigation or audit of the businesses, products or services provided by TEAM SPs, Members or Partners/Affiliates. They cannot and do not warrant or guarantee any product or service they may offer nor accept any liability or loss or damage arising from or occasioned by any transactional business between such parties. Members must satisfy themselves about any such business before entering into negotiations or contractual agreements.

19.5 Whilst TEAM will endeavour to provide as complete a range of SPs as possible, it is not a prerequisite of Membership to use their services or products.

20. PARTNERS

As appropriate, TEAM will seek to establish links with Partner businesses to assist in extending Members ability to network business opportunities and services. In many instances, TEAM will have arranged special dispensation and discounted membership fees for TEAM Members to join or engage with such Partner businesses. This facility will also be available to Partner Members wishing to join TEAM. Arrangements may change from time to time, so Members should seek further membership details from TEAM Head Office and/or the website. Whilst Partners are linked to TEAM, their Members will not necessarily be bound by the TEAM Constitution and Code and Members should ensure that appropriate Terms are confirmed when entering into any networking arrangements.



APPENDIX 1 CODE OF CO-OPERATION

Definitions

- Main Agency - the agency or business inviting co-operation or referring business
- Associate Agency - the agency or business accepting the referral
- Agencies - the Main Agency and the Associate Agency or Associate Agencies

1. Agencies shall take reasonable commercial procedures to protect the security of information provided to each other, in particular any information relating to clients and job seekers in accordance with their GDPR policies. Model data sharing agreements available [here](#) and [here](#).

2. Unless varied by written mutual consent, Agencies shall conduct referrals in accordance with the rules set out in this Appendix.

3. Commitment by Main Agency

3.1 To provide written specification of client requirements, the type of co-operation sought and the terms of business prevailing. (See TEAM Co-operation Agreement, Appendix 2)

3.2 To update the Associate Agency regularly on status of referred client requirements.

3.3 To fairly assess all job seekers introduced by the Associate Agency and not to denigrate in any way the services provided by the Associate Agency.

3.4 To immediately reject to the Associate Agency any job seeker already registered with the Main Agency so as to avoid any subsequent confusion.

3.5 To advise the Associate Agency on timely basis when any share of Fees become due for invoicing and to ensure such shares are paid promptly in accordance with TEAM Code and/or any agreement between the respective parties.

3.6 In the event of termination of TEAM membership to remain responsible for payment of any outstanding shares due to the Associate Agency as they become due as per the agreement between the respective parties.

4. Commitment by Associate Agency

4.1 To make every reasonable endeavour within normal terms of business to ensure the suitability of job seekers supplied to the Main Agency.

4.2 To register all job seekers supplied to the Main Agency in accordance with current employment or other appropriate legislation.

4.3 To supply job seekers' CV on plain paper or by email.

4.4 To disclose the address and telephone number of job seekers (with job seeker approval) to the Main Agency for the purpose of direct contact if required.

4.5 Not to advertise vacancies referred by a Main Agency unless Main Agency has given written approval of any such advertisement prior to insertion.

4.6 Not to contact or seek business with any known client neither of the Main Agency whilst either Agency is a Member of TEAM nor for six months after termination of TEAM membership.

4.7 Not to subcontract any business received from the Main Agency to any other agency or business without written consent from the Main Agency.

(Also TEAM 15)

5. Fees

Unless agreed otherwise normally Fees will be agreed and calculated by the Main Agency in accordance with their terms and conditions of business. It is suggested, as good business practice, the Main Agency to provide a copy of the agreed terms to the Associate Agency. TEAM Code assumes an equal division of Fees between Agencies. However, there may be several reasons to share Fees differently. If so, the Agencies must agree and confirm in writing the division prior to co-operation taking place. In the absence of written confirmation, the division suggested in the TEAM Code should prevail. Should for any reason the amount or percentage fee alter after agreement has been reached then it is the responsibility of the Main Agent to immediately advise and confirm in writing and agree matters with the Associate Agent.

5.1 Placements

In the event of a successful placement of an Associate Agency job seeker, the Main Agency will reserve the agreed percentage of the total Fee (excluding TAX). The reserved share plus TAX (if applicable) will become due and payable to the Associate Agency usually once the Main Agency has been paid by the client the total Fee (or any lesser Fee agreed in full and final settlement) and any rebate period has elapsed or by other mutual agreement.

5.2 Temp to Perm

When an Associate Agency job seeker is engaged either direct by the client or through the employment business (and payroll) of the Main Agency, the Agencies will share the agreed Fee earned on the hourly charge rate and any placement Fee paid by the client. The share plus TAX (if applicable) of the total placement Fee will become due to the Associate Agency once the Main Agency has been paid by the client and any rebate period has elapsed. Payment due for the temporary introduction will be at the end of each 4-week period if margin on hourly charge rate or by other mutual agreement. All payment terms to be agreed in writing prior to supply.

5.3 Temps

When an Associate Agency job seeker is engaged through the employment business (and payroll) of the Main Agency, the Agencies will share the agreed margin earned on the hourly charge rate, payable as in 5.2.

6. Generally

- 6.1 Normally client contact will be by the Main Agency. The Main Agency will provide information to the Associate Agency. The Associate Agency will endeavour to provide an acceptable job seeker.
- 6.2 When referring business, the main Agency will often become the client of the Associate Agency even though there is an end user client business. In such circumstances, Members should ensure that appropriate Terms of Business are immediately exchanged and indemnities where appropriate are discussed and provided and all processes according to relevant statutes pertaining to the service are being observed.
- 6.3 The introduction of a job seeker/vacancy remains valid for commission sharing purposes for a period of 6 months from the date of introduction or in the case of a shared "temp" assignment, 6 months from the end of the assignment and will be valid for all engagements. Termination of TEAM membership does not invalidate this clause.
 - 6.3.1 There may be circumstances where an initial introduction of a job seeker/vacancy leads to a secondary third party introduction being made by a job seeker/client, perhaps unbeknown to one of the Agencies. For example, an Associate Agency introduces a job seeker that is unsuccessful but the job seeker in turn mentions the vacancy to another party who is successful. A fee will have been generated for the Main Agency as a result of the original engagement and whilst such a situation will not have been anticipated at the outset, professionalism and TEAM "spirit" would suggest that an appropriate fee should still be shared.
- 6.4 Agencies should confirm in writing the terms of referrals to each other and are solely and individually responsible for the payment or collection of all Fees due to or from each other in respect of referrals.
- 6.5 Neither Agencies nor TEAM will be liable under any circumstances for any loss damage or expense suffered or incurred by any client or themselves resulting from co-operation under the TEAM Code.
- 6.6 Agency services may be subject to different local, state or country taxation and legislation (this will certainly be the case for co-operation between overseas Members). Members should seek additional guidance and confirmation prior to entering into any contractual obligations with Members of another country.

(Also TEAM 15)



| | | | |
|--------------------------------|---------------------|-----------|-----------|
| Main Agency Name: | | Date: | |
| Contact: | | | |
| Main Agency Terms of Business: | Sent with this page | Discussed | To Follow |
| Address: | | | |
| Phone: | | Email: | |

NB: Main Agency to conform to the TEAM Code of Cooperation and should provide Associate Agency with full written details of assignment information AND Terms and Scale of Fees agreed. The Associate Agency's job seeker needs confidentiality as they may still be employed.

| | | | |
|------------------------------------|---------------------|-----------|-----------|
| Associate Agency Name: | | | |
| Contact: | | | |
| Associate Agency Terms of Business | Sent with this page | Discussed | To Follow |
| Address: | | | |
| Phone: | | Email: | |

NB: Associate Agencies are to conform to the TEAM Code of Cooperation and are reminded of their obligation to the Main Agent who is now the Client and to respect confidentiality at all times. Contact with the Client of the Main Agency may only occur with the express permission of the Main Agent.

CLIENT REQUIREMENTS

| | | | |
|---|------|----------------|-----------|
| Job Location: | | Job Reference: | |
| Client Name: | | | |
| Job Description included: | Yes | No | To Follow |
| Remuneration: £ | Temp | Perm | Contract |
| Commission Share / Agent's Split or calculated at [XX] % of annual salary: | | | |
| NB: Please note any special additional fee arrangements if dealing with another/overseas association member. | | | |
| Payment Terms Agreed: | | | |

Please email/copy to Associate Agency & hold Main Agency copy on file

| |
|------------------------------------|
| Signature of Consultant / Manager: |
|------------------------------------|

(Also TEAM 15)



APPENDIX 3 CHARTER OF RECRUITMENT EXCELLENCE: EMPLOYER CLIENTS

A pledge by employment and recruitment agency/business Members of;

TEAM: The Employment Agents Movement (www.jobsatteam.com)

Recruitment and employment agencies/businesses who are recognised Members of the above have agreed to adopt certain commonly accepted principles. These principles are considered to be the minimum standards that any employer/end user client should expect when engaging with recruiters. In most instances, the business's own Code of Conduct will more than likely include and surpass these principles, but if any employer/end user client has reason to be concerned about the conduct of the Member then they should immediately bring the matter to the attention of TEAM.

1. Free of charge services.

Save where permitted to do so by legislation, Members will not seek to charge or charge any fee or costs to any job seeker in relation to their work finding services.

2. Quality of Service

Members will work diligently and professionally in assessing the requirements of the client and endeavour to provide the best possible candidate in the shortest possible time.

3. Legislation

Members shall at all times comply with all relevant legislation covering employment and recruitment businesses and endeavour to ensure their client's interests are protected.

4. Workers' Rights

Members shall deal with job seekers equitably and objectively and shall not seek to deny them any rights that legislation provides.

5. Terms of Business

Members are expected to provide clear and transparent information to clients on their Terms and Conditions of Business.

6. Diversity

Members shall ensure that job seekers do not suffer any unlawful discrimination.

7. Information

Members will endeavour to provide clients with as much relevant information as possible and keep the client informed with any job seeker feedback as appropriate, subject always to any obligations of confidentiality.

8. Ethical and Professional Conduct

Members shall observe the highest standards of ethics, fair practice, integrity and professional conduct.

9. Confidentiality

Members shall ensure that permission has been sought in disclosing client information to any third party.

10. Health and Safety

Members shall take appropriate steps to assess any occupational risks in the workplace and ensure the job seeker is so advised.



(Also TB 151)



APPENDIX 4 CHARTER OF RECRUITMENT EXCELLENCE: JOB SEEKERS

A pledge by employment and recruitment agency/business Members of;

TEAM: The Employment Agents Movement (www.jobsatteam.com)

Recruitment and employment agencies/businesses who are recognised Members of the above have agreed to adopt certain commonly accepted principles. These principles are considered to be the minimum standards that any job seeker should expect when engaging with recruiters. In most instances, the business's own Code of Conduct will more than likely include and surpass these principles, but if any job seeker has reason to be concerned about the conduct of the agency then they should immediately bring the matter to the attention of TEAM.

1. Free of charge services.

Save where permitted to do so by legislation, Members will not seek to charge or charge any fee or costs to any job seeker in relation to their work finding services.

2. Quality of Service

Members will endeavour to work diligently and professionally in assessing the job seekers skills and abilities to provide an appropriate work opportunity.

3. Legislation

Members shall at all times comply with all relevant legislation covering employment and recruitment businesses.

4. Workers' Rights

Members shall deal with job seekers equitably and objectively and shall not seek to deny them any rights that legislation provides.

5. Terms of Engagement

Members are expected to provide clear and transparent information to job seekers on the working conditions, nature of the work, rates and intervals of pay and working hours.

6. Diversity

Members shall ensure that job seekers do not suffer any unlawful discrimination.

7. Information

Members will endeavour to provide job seekers with as much relevant information as possible and keep the job seeker informed with any client feedback as appropriate, subject always to any obligations of confidentiality.

8. Ethical and Professional Conduct

Members shall observe the highest standards of ethics, fair practice, integrity and professional conduct.

9. Confidentiality

Members shall ensure that permission has been sought in disclosing job seekers personal information to any third party.

10. Health and Safety

Members shall take appropriate steps to assess any occupational risks in the workplace and ensure the job seeker is so advised



(Also TB 152)