

## **TEAM CONSTITUTION and CODE of CO-OPERATION**

### **Constitution for The Employment Agents Movement (UK) Ltd Trading as TEAM**

#### **1. DEFINITIONS**

Company	The Employment Agents Movement (UK) Limited trading as TEAM
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
NE	The National Executive 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 Directory	List of current Members
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)
TEAM Code	The rules for co-operation set out in Appendices 1 & 2
TEAM Head Office/HO	TEAM Chairman/Managing Director
TEAM Hub	The TEAM community networking portal
TEAM Website	The website showcasing TEAM
TEAM Xchange	The split fee portal
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.

#### **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, other TEAM members and Clients

#### **4. LOGO**

There is 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.

#### **5. ELIGIBILITY FOR MEMBERSHIP**

- 5.1 Employment and recruitment agencies 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.
- 5.2 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. The Directors will determine an individual Affiliate/Partner Membership fee from time to time.
- 5.3 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.
- 5.4 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.
- 5.5 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 affect either party's membership rights.

#### **6. APPLICATIONS FOR MEMBERSHIP**

- 6.1 Applicants will become Members or SPs after a three-month probationary period and approval by the Directors.
- 6.2 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.
- 6.3 All related businesses involved in recruitment under common ownership or control and/or operating business locations must be advised in any application for membership.
- 6.4 Membership is deemed to be for an initial 12 months and, thereafter, continuous on a rolling month by month basis unless deemed otherwise.

#### **7. CONDUCT AND CO-OPERATION**

- 7.1 Members must comply with the terms of the TEAM Constitution and rules for co-operation (TEAM Code as set out in Appendices 1 & 2) and agree to accept and promote the minimum standards of service as detailed in the TEAM Charter (as set out in Appendix 3). 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 TEAM Hub. Any failure to comply may result in sanctions (including termination of membership) being imposed.
- 7.2 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/or detrimental to other TEAM Members and/or in contravention of the TEAM Constitution and Code may result in the removal of any such comments from such resources without prior notification and may result in the immediate termination/suspension or other sanction of that Member's membership of TEAM.

- 7.3 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. Failure to observe this condition may result in the immediate suspension/termination or other sanction of that Member's membership of TEAM.
- 7.4 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 TEAM Hub or by contact directly with TEAM HO.
- 7.5 Members must act at all times in compliance with relevant competition laws and must be aware and avoid any price fixing, coordination or timing of price increases, reaching agreement between Members on terms relating to price indemnity discounts, margins, rebates, credit terms or advance payments or any sharing of information relating to these areas.

## **8. TERMINATION OF MEMBERSHIP**

- 8.1 TEAM Membership is initially on a one year contract; therefore, a Member may terminate their membership for any reason by the Principal giving three months written notice to the Directors FROM month 9 of their membership ONLY. Following the first annual anniversary of their membership and, thereafter, a Member may terminate their membership for any reason and at any time by the Principal giving three months written notice to the Directors.
- 8.2 The Directors may terminate membership of a Member at any time and for any reason with immediate effect by giving written notice to the Principal (or as described in Clause 7).
- 8.3 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 in breach of their obligations under this Constitution including the Appendices; or 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.
- 8.4 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 or Service Provider.
- 8.5 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 should be immediately withdrawn.
- 8.6 Upon cessation of membership for any reason the Member will cease all promotion of membership of TEAM, as soon as practicable removing the TEAM logo from stationery, website, email footer, advertising, promotional matter or otherwise and all other references to TEAM membership.

## **9. SUBSCRIPTIONS AND OTHER PAYMENTS**

- 9.1 An agreed registration fee will become payable by any Service Provider on commencement of their membership.
- 9.2 The annual subscription determined by the Directors will be payable by Monthly Direct Debit to the Company and will fall due for payment on or before commencement of membership.
- 9.3 Direct Debits are collected on 1<sup>st</sup> of each month or the following working day where 1<sup>st</sup> falls on a weekend or Bank Holiday. Failed Direct Debits will be charged at £25+VAT for each failed attempt to collect funds. Should the Direct Debit fail for any reason TEAM is only able to collect Direct Debits once a month and, therefore, a manual payment will be required to be made by 3<sup>rd</sup> of the failed month.
- 9.4 The total annual subscription payable by each Member firm is usually based on the number of staff employed by the Member. Any changes to a Member firm should be advised to TEAM HO as soon as possible.

- 9.5 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 one month's written notice.
- 9.6 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 6 or termination in accordance with Clause 8; in which circumstances annual subscription will be refunded pro rata based on the number of whole months of current paid up subscription year remaining less notice period.

## **10. 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 reserves 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 able to meet their membership obligations, is advised to communicate with TEAM HO.

## **11. TEAM HUB/WEBSITE**

Each Member will be listed in the TEAM Hub. Members' attention is drawn to the Terms and Conditions and Privacy Policy available on the TEAM Hub and website. TEAM cannot be held responsible for any functional failure of the website howsoever caused.

- 11.1 Members should not use the TEAM Hub or access its databases to promote vacancies for recruitment or employment positions, whether for its own purposes or those of a client.
- 11.2 Contact and other information relating to the services/products offered by individual Member businesses are supplied by each Member and may be displayed on the TEAM Hub, 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 should advise TEAM HO of any amendments to the information they have provided. Inclusion on the TEAM Hub and website may result in other Members and/or the public contacting that Member and that Member's continued membership and use of the TEAM Hub and website signifies its agreement and acceptance of this matter.

## **12. REGIONAL REPRESENTATION AND COMMITTEES**

- 12.1 The Membership will be divided into geographical regions or specialist sectors determined by the Directors. Regions or sectors may be varied from time to time as common sense dictates.
- 12.2 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.
- 12.3 RD/DDs and TEAM HO will arrange for Members within their area or region to meet regularly to promote TEAM networking.
- 12.4 RD/DDs will meet regularly to discuss and recommend to the Directors any changes required to the management of the network.
- 12.5 Should there be vacancies for RD/DDs, the Directors may fill such vacancies by co-optation, or review with local or specialist Members.
- 12.6 Unless leave of absence has been agreed by the Directors, failure by a NE Member to attend at least two meetings in any calendar year may require a review of the appointment to the NE of the person concerned.
- 12.7 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.

## **13. 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 Member's 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. (For more information please see Appendix 4.)

#### **14. 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.

#### **15. LIABILITY**

15.1 The Company, 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.

15.2 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.

#### **16. SERVICE PROVIDERS (SP/s)**

16.1 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 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

#### **17. PARTNERS**

TEAM will seek to establish links with Partner businesses (such as the NPA) 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 COOPERATION AND TEAM XCHANGE**

### **Definitions**

Main Agency	-	the agency or business inviting co-operation or referring business
Job Owner Member		the Member sharing the Job role
Candidate Owner Member		the Member sharing the candidate
Associate Agency	-	the agency or business accepting the referral
Agencies	-	all agency Members and Service Providers

### **FINANCIAL OBLIGATIONS**

As a membership organisation, TEAM was designed to help Members collaborate and share business resulting in the increased income of each individual Member.

#### **1. REPORTING SPLITS**

In the example below there should be an equal split (recommended) between TEAM Members when job sharing, but if other factors are involved with greater complexity for one of the Members, then it is left for each party to reach an agreement that reflects the balance of workload or responsibility.

Once a job offer has been accepted where another TEAM Member Company is involved, the Job Owner Member, who will be invoicing the client, should inform the Candidate Owner Member of the start date, salary, split fee amount and the invoice arrangements. The Candidate Owner Member should then raise an invoice for 50% (or whatever percentage fee has been agreed between both parties) of the split fee amount and send to the Job Owner Member. The Job Owner Member invoicing the client must report the news of this split, including the split fee figure on the TEAM system within seven days of the acceptance of the offer. It remains the responsibility of both Members to report this split; therefore if the Job Owner Member invoicing the client fails to report, it then becomes the responsibility of the Candidate Owner Member to advise TEAM Head Office.

#### **2. JOINT MEMBERSHIP AND BROKERAGE FEES**

Some of the procedural restrictions apply to Members who have joint membership with another membership organisation, i.e. NPWorldwide.

#### **3. DROPOUTS AND SPLIT FEES**

If a placement drops out the Job Owner Member must give a refund or rebate under their terms of business; and the Candidate Owner Member agree to refund/rebate proportionately. The Job Owner Member will need to let the Candidate Owner Member see confirmation of refund (copy of BACS payment or other suitable confirmation) to the client and any correspondence relating to the dropout and refund. Once the Job Owner Member has provided this information, the Candidate Owner Member will refund the appropriate payment received from the Job Owner Member, within seven days.

If the refund is in the form of a credit, then the Candidate Owner Member will refund the Job Owner Member when that credit has turned into a financial loss.

#### **4. LEGAL ACTION TO COLLECT FEES**

It may at some time become necessary for the Job Owner Member to take legal action in order to collect the placement fees from their client. In this event, it is expected that the Job Owner Member would deduct the relevant proportion of the legal fees from the gross amount of the fee received and then pay the 50% Candidate Owner Member fees based on the net figure after this deduction.

#### **5. DISCOUNTS FOR MULTIPLE PLACEMENTS**

Any discounts must be agreed in writing beforehand.

## 6. FEE DIFFERENCES

There may be times when Members are asked to carry out different or additional services for their clients. It is difficult and, indeed, impossible to list all of those that could arise when a number of services are included in a fee. When part of that fee becomes a split fee, it is important that the Candidate Owner Member knows the full arrangement before the Candidate is submitted and has agreed to these arrangements. Please ensure that all arrangements are put into writing.

## 7. RETAINED BUSINESS FEES OR ENGAGEMENT FEES

There are many different types of retained/engagement fees and these can often be paid in different ways (for example, one retained fee for multiple positions). The Job Owner Member must clarify the retained/engagement fees which will be invoiced to the client for their recruiting service when they post or share their role in TEAM or when contacting another TEAM Member for assistance and before they send over the Candidate Owner Member's Candidate to the client.

The agreement must be put in writing prior to arranging interviews, otherwise the Job Owner Member may have to make a payment of a fee equivalent to 50% of that shown on their normal fee terms.

There are many different scenarios with retained/engagement fees and it is impossible for us to list them all here; however TEAM requires every Member to act with the integrity and ethos of TEAM and pay a fellow TEAM Member ... honestly and correctly when a split fee is made on a retained or engaged fee basis. Members failing to act with integrity will face investigation, possible disciplinary action and termination or suspension.

## 8. FEES AND REBATE TERMS (MEMBER PROFILE)

All TEAM Members have one common goal – to split fees and earn more money – and, as such, as each Member is an independent business, they have the right to set their own fee structure. Each Member profile should include their fee structure. This should be kept up to date at all times. TEAM does not get involved with or make any suggestion as to what a Member's fees should be.

Each Member should post their own terms on their Member Profile; without anything to the contrary in writing, the Job Owner Member terms will prevail. By a Candidate Owner Member consenting to the use of their candidate, it is deemed that they have accepted the terms of the Job Owner Member.

On some occasions after a placement has taken place and where some difficulties have arisen after the candidate has started in the role, a client may request an extension or variation to a Member standard rebate terms. The Job Owner Member should discuss this with the Candidate Owner Member and should not change this without their consent in writing. If the Job Owner Member's rebate terms are to replace the employee instead of refunding them, the Job Owner Member should immediately give this opportunity to the Candidate Owner Member to find a replacement. Failure to do this, waives the requirement for the Candidate Owner Member to contribute to any refund that may be due.

Once the Job Owner Member has given the opportunity to the Candidate Owner Member to replace, and unless already agreed with the client, the Job Owner Member must agree with the Candidate Owner Member a period of exclusivity to find a replacement before the Job Owner Member looks at alternative ways of finding a replacement. An appropriate time frame would be similar to the time it originally took to fill the position. If the Candidate Owner Member is unsuccessful in providing a replacement and a candidate is sourced elsewhere, then the Job Owner Member must produce relevant information to the Candidate Owner Member. Once this has been received, the Candidate Owner Member must refund the original split fee amount in full within seven days. The fees repaid will not be greater than the original fees paid.

Where the placement has been made via a retained search, and fees have been earned at different stages in the process, the Job Owner Member must share with the Candidate Owner Member the breakdown at the time the search process begins. For example - 25% up front, 25% on interview and 50% on candidate acceptance.

As each stage in the process is reached, the Job Owner Member and Candidate Owner Member have earned the fee and it is non-refundable, unless agreed up front in the terms of the retainer agreement by both the Job Owner Member and the Candidate Owner Member.

## 9. CANDIDATE OWNER MEMBER FEE EXPECTATIONS

Any Candidate Owner Member may decide the minimum fee that they expect to achieve for their candidate placed by another Job Owner Member.

The information that is loaded onto the portal on the Candidate submittal form allows a Member to put any fee acceptable or to put a minimum fee percentage acceptable.

If a Job Owner Member places the candidate at a fee that exceeds the minimum fee expected, the Job Owner Member will pay the Candidate Owner Member 50% of the actual fee achieved.

## 10. JOB OWNER MEMBER FEE PUBLICATION

Any Job Owner Member must include a fee percentage or total fee when loading a job to the portal. The Candidate Owner Member who submits a Candidate for the post is deemed to have accepted the fee shown and has knowledge of the Job Owner Member's fee structure and any changes to these percentages.

Unless there has been a prior written agreement between the two Members, the Candidate Owner Member will be paid the minimum fee shown on the Candidate profile, irrespective of whether the Job Owner Member has agreed a lower fee from their client. Please ensure you, as the Job Owner Member, clarify in writing the split fee figure prior to sending candidates over to your client.

## 11. CHANGES FROM THE MEMBER'S FEE STRUCTURE

As a Job Owner Member you should inform the Candidate Owner Member, in writing prior to the placement process commencing, of any changes to your standard fee structure, unless the Candidate Profile you are submitting to the client is marked as "any fee acceptable".

If a Job Owner Member would like to send a Candidate Owner Member's candidate over to a client that has a policy limiting the length of time that the referral will be honoured for payment of a fee, the Job Owner Member must inform the Candidate Owner Member before doing so. This will enable the Candidate Owner Member the opportunity to refuse the CV being sent.

As an example, some clients have policies in place where they have received a Candidate CV and, if taken on within a three month period (or other time period as shown in the client policy) from initial submission date, then a fee is due. However, after this three month period, the client company can retain the Candidate details and, if taken on after the three month period, the fee is no longer due.

It is very important that the Candidate Owner Member is asked whether they are happy for their candidate to be submitted under these terms.

## 12. CONTRACT/TEMPORARY PLACEMENT FEES

In the event of a contract or temporary position being split between two Members, the two Members may decide to split the margin differently depending on who is doing the majority of the work. All fee splits should be agreed in writing prior to the start of the temporary/contract position commencing.

It may be that the Job Owner Member receives 67% as they are funding the contract/temporary position and the Candidate Owner Member receives 33% of the gross amount invoiced:

- Contractor/Temp salary
- All taxes and benefits
- Benefits provided to the Contractor/Temp
- Any expenses provided to the Contractor/Temp

This option works in favour of the Job Owner Member as they are taking the full risk and responsibility for managing the payments. As the Candidate Owner Member's fees are not payable until the client pays, the Job Owner Member is paying out for the Contractor's/Temp's gross wages. The formula is intentionally weighted favourably to the Job Owner



Member because the Job Owner Member assumes the sole risk and responsibility for managing that receivable. While the Candidate Owner Member's share of the margin is not payable until the client pays, the Job Owner Member is exposed to the full extent of the employee's gross wages. With this option, if the client is not forthcoming with payment for any reason, the Candidate Owner Member is not held liable for any portion of that payment.

### **13. TEMP/CONTRACT TO PERM**

During the course of any contract or temporary role, the client may decide they would like to take the Candidate on as a permanent employee. The Job Owner Member normally would agree a suitable fee for this and this fee should then be split - 50% Job Owner Member, 50% Candidate Owner Member.

### **14. CHANGE IN THE TERMS OF THE CONTRACT**

Any change in either the pay rate to the contractor/temp or the charge rate to the client must be approved in writing by both the Job Owner Member and the Candidate Owner Member.

### **15. Length of Contract/Temporary Role**

A Contract or Temporary role may have been set for a certain number of weeks or months. If the contract is extended or reduced, both the Job Owner Member and Candidate Owner Member will split the profit for the actual term of the contract/temporary role.

### **16. VERIFICATION OF HOURS AND PAYMENT**

Copies of timesheets and net margin must be sent to the Candidate Owner Member on a monthly basis or once the Job Owner Member has received monthly payment from their client. This information can be in the form of signed timesheets, hours invoiced to the client and/or a payroll report.

The failure to report a job offer acceptance within the mandatory seven days will be deemed grounds for disciplinary action and the possible termination of membership for both Members.

## APPENDIX 2 CO-OPERATION AGREEMENT

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:			
<b>NB: Please note any special additional fee arrangements if dealing with another/overseas association member.</b>			
Payment Terms Agreed:			

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

Signature of Consultant / Manager:
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## **APPENDIX 3 TEAM CHARTER**

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

**TEAM** - The Employment Agents Movement ([www.theteamnetwork.co.uk](http://www.theteamnetwork.co.uk))

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 and candidate should expect when engaging with recruiters. In most instances the business' own Code of Conduct will more than likely include these principles, but if any employer/end user client or candidate 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 any fee or cost to any candidate 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 and assess their skills and abilities to provide an appropriate work opportunity.

### **3. Legislation**

Members shall, at all times, comply with all relevant current legislation covering employment and recruitment businesses especially those areas relating to tax and competition law and endeavour to ensure both clients' and candidates' interests are protected.

### **4. Workers' Rights**

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

### **5. Terms of Business and Engagement**

Members are expected to provide clear and transparent information to clients on their Terms and Conditions of Business and provide clear and transparent information to candidates on the working conditions, nature of the work, rates and intervals of pay and working hours.

### **6. Diversity and Inclusion**

Members shall ensure that candidates do not suffer any unlawful discrimination and, where possible, ensure they will be entering a positive and inclusive culture.

### **7. Information**

Members will endeavour to provide clients and candidates with as much relevant information as possible and keep them informed with any 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 or candidate 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 candidate is so advised.

## **APPENDIX 4 TEAM COMPLAINTS PROCEDURE**

The TPSC, as described in Clause 13 of the Constitution above, shall 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.

### **1. Complaints against Members**

All complaints should be directed in the first instance to TEAM HO in writing who on receipt will respond to the complainant within 14 days from receipt as follows:

- 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 themselves.
- 1.2 Assuming 1.1 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 Complaints Procedure.
- 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. 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.
- 1.4 If the TPSC by majority consider that there has been a breach of this Constitution and Code of Cooperation, 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 termination from Membership.
- 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.

### **2. Disputes between Members**

- 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.
- 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. In the first instance TEAM HO will try to assist in reaching a satisfactory final settlement between the two Members. However, should a resolution not be forthcoming, then 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, TEAM shall withdraw and leave the parties to resolve the matter themselves.
- 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 Cooperation 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.