

Guidelines for Establishing Terms and Conditions with Recruitment Agencies

To incorporate into HR Manuals.

Agreeing Terms of Business between an agency and [X Hotel] for the Supply of Staff Services

- The terms should be agreed between [X Hotel] and the agency.
- The terms must be recorded in a single document, or contract, and a copy must be sent to [X Hotel] as soon as possible.
- These terms must:
 - State that the agency is acting as an employment business.
 - State that temporary workers contracted must be residing in the UK (according to the Immigration Act 2016).
 - Provide details of any fees, including the amount or method of calculation.
 - Provide details of any refund or rebate that they offer including the circumstances in which these may be payable. If they do not provide any refund or rebate, a statement to this effect must be included.
 - Provide details of the procedure to be followed if a temporary worker proves unsatisfactory.
 - Specify in what circumstances transfer fees apply.
 - Agencies must not indicate that they would charge a transfer fee if the worker's employment with the client, or supply through another employment business, starts either more than 8 weeks from the end of initial supply, or 14 weeks from the start.
 - Specify that the agency will provide you with an option to extend the period of temporary supply as an alternative to paying a transfer fee.
- These terms must not state:
 - That the agency will change any of the terms without prior notice or agreement.
 - Where changes to the terms are agreed between [X Hotel] and the agency, these must be confirmed in writing as soon as possible, stating the date on which such changes will come into effect.

Checking the Contract between the Agency and the Temporary Worker (Terms of Engagement/Contract for Services)

- Terms should be agreed between the agency and the temporary worker prior to the agency providing any work-seeking services.
- These terms should be recorded in a single document, wherever possible, and a copy must be given to the temporary worker as soon as possible.
- These terms must:
 - Specify the type of contract e.g. contract for services or contract of service (employment) that the temporary worker will be engaged under.
 - Include a statement confirming that the worker will be paid for hours worked regardless of whether or not the agency is paid by [X Hotel].
 - Specify the length of notice that the temporary worker is required to give and is entitled to receive in order to terminate particular assignments.
 - Specify either the actual rate of pay or the minimum rate of pay the agency reasonably expects to achieve for the temporary worker.

- Specify the intervals in which payment will be made.
- Include details of annual leave entitlement and holiday pay.
- State that the agency will act as an employment business.
- State the type of work that the temporary worker will be supplied to do.
- These terms must not state:
 - That payment to the temporary worker will be withheld on any of the following grounds:
 - That [X Hotel] has not yet paid or is withholding payment.
 - That a timesheet has not been submitted, unless the agency has made enquiries with [X Hotel] and we have not verified that the work in question was carried out.
 - As a penalty for any reason i.e., for lateness, absence, failing to complete an assignment etc. (workers must be paid for all hours actually worked).
 - That the agency will be charging temporary workers a fee for providing work-seeking services.
 - That the provision of work-seeking services is conditional upon the temporary worker either:
 - Using other services for which the agency charges a fee; or
 - Hiring or purchasing goods, whether provided by the agency or any person.
 - That a temporary worker may be threatened or subjected to any detriment on the following grounds:
 - That they have terminated or given notice on their contract with the agency; or
 - That they have taken up or propose to take up employment elsewhere.
 - That the temporary worker is required to inform the agency of the identity of any future employer.
 - That the agency will change any of the terms without prior notice or agreement with the temporary worker. Where changes to the terms are agreed between the agency and temporary worker, these must be confirmed in writing, within 5 working days, stating the date on which such changes will come into effect.

Checking the Complaints Procedure

A reputable agency should have a complaints procedure that enables clients and work-seekers to make a complaint to the agency. Ideally, this should include:

- Information on whom to contact with a complaint. This should be the managing director of the agency or another named individual with clear responsibility for handling complaints.
- What the process involves along with timescales within which a complainant can expect a response.
- The process for appealing a decision whether this is by appealing to a more senior manager and/or referring a complainant to an external arbitrator/body.
- An alternative process for dealing with the complaint in writing in cases where a complainant does not wish to have a meeting with the agency.

Equal Opportunities and Diversity Policy

A reputable agency should have an Equal Opportunities/Diversity Policy in place that meets all legal obligations under anti-discrimination legislation and promotes diversity in both employment practices and in the operation of its recruitment business. This should cover: sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or nonmembership of a trade union, or spent convictions.