

REC Audited/REC Audited Education Booking Form

Thank you for your interest in the REC Audited Award. Please see the Guidance Notes and ensure that you are eligible to apply for either REC Audited or REC Audited Education. Having satisfied yourself that you are eligible to apply for REC Audited/ REC Audited Education please complete the form below and ensure that you read and sign the Terms and Conditions. Please see the step by step guide of the process below:

1. Complete ALL sections of this booking form
2. Return this completed form with payment to REC
3. Once we receive payment, you will:
 - a. Receive confirmation and an invitation to take the REC Audited Online Diagnostic and a further request to send in your client and work-seeker contracts.
 - b. Need to complete the Online Diagnostic and submit your contracts
4. REC will then:
 - a. Arrange for an auditor to contact you and book in a date for your on-site audit
 - b. Deliver your audit
 - c. Send your report asking you to make any required changes, which will need to be evidenced
 - d. Award you REC Audited when we are satisfied that you meet the required standards and do not require a further audit

Section 1: Company and Compliance contact details	
REC membership number:	
Company name:	
Company address:	
Compliance contact name:	
Email address:	
Telephone number:	
Please tick required audit:	<input type="radio"/> RECAudited <input type="radio"/> REC Audited Education
Please tick the following:	<input type="radio"/> New booking <input type="radio"/> Renewal

**Section 2: On-Site Audit date**

Please indicate below the month(s) you would prefer your On-Site Audit to take place. We cannot book an audit until you have:

(a) completed the online diagnostic test and

(b) sent us the terms of business and engagement you use with clients and work-seekers (see clause 3.1 of the Terms and Conditions).

Preferred month(s) for Audit:

Section 3: About your business

How many branches does your business have?

Which sectors does your company operate in?

Please identify the types of placements and type of worker that your company provides (Temporary, permanent, Limited company contractor (whether working through an umbrella company, a personal services company or other):

Section 4: Payment details

The REC Audited fee includes your registration, Online Diagnostic, On-Site Audit, Auditors travel expenses, Auditor Report and REC Audited Award.

REC Audited initial booking fee per branch *	£1,350.00
Vat @ 20%	£270.00
Total	£1,620.00

Rec audited renewal fee per branch *	£1,150.00
Vat @ 20%	£230.00
Total (payable every two years)	£1,380.00

* The Fees quoted are for REC members only. Audit fees for non-REC members are available on application.

For businesses with ten or more branches we will assess 20% of your premises. Additional costs apply.

Please call 020 7009 2100 for further details.

Payment methods: *

Pay by: BACS Cheque Credit/Debit card

BACS payment:

When paying by BACS please quote your company name as a reference.

Bank: Barclays Bank Sort code: 20-97-74 Account Number: 10544469

Account Name: Recruitment & Employment Confederation

Cheque payment details:

Please make your cheque payable to 'REC' and mail with this booking form to:
REC Audited, Dorset House, First Floor, 27-45 Stamford Street, London SE1
9NT

Credit / Debit card payment details:

Card type: Visa Mastercard Access Delta Switch

Issue number (for Switch):

Card Number:

Expiry date: / 3-digit security code:

Company card Personal card

Cardholders name:

Signature of cardholder:

*** Your booking can only be processed once your payment is received ***

Section 5: Terms & Conditions	
The Terms & Conditions are attached to this booking form. Please sign below to confirm that you have received, read & accept the Terms & Conditions of REC Audited/ REC Audited Education. By confirming your acceptance of the Terms & Conditions you confirm that you are eligible to apply for REC Audited/ REC Audited Education as set out in the Guidance Notes.	
Your Name:	<input type="text"/>
Your Signature:	<input type="text"/>
Date you Signed:	<input type="text"/>

Please send your completed form to:

REC Audited, Dorset House, First Floor, 27-45 Stamford Street, London, SE1 9NT

Email: info@rec.uk.com

REC Audited/ REC Audited Education Terms & Conditions

RECITAL

REC Audited is a paid for service available to REC Members and non-members. The award of REC Audited/ REC Audited Education shows that the Accredited Person has demonstrated its commitment to operating the highest standards of compliance in the provision of its work finding services to both clients and work-seekers alike. Accredited Persons acknowledge that they must continue to demonstrate this commitment for the entirety of the period during which they hold the Accreditation.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and any document referred to in them (“the Terms and Conditions”) (unless the context otherwise requires), the following words and phrases shall have the following meanings:
- 1.11 “**Accreditation**” means the determination by REC that an Accredited Person satisfies the Audit Standard as confirmed by the issue of an accreditation certificate signed by REC. Accreditation shall mean the award of REC Audited or REC Audited Education, as appropriate. “Accredited” shall be construed accordingly.
 - 1.12 “**Accredited Person**” means any person which holds REC Audited and/or REC Audited Education, including a non-REC member.
 - 1.13 “**Audit**” means the compliance audit (excluding any other services) to be carried out by REC.
 - 1.14 “**Audited Applicant**” means the organisation (whether a REC Member or non-REC member) seeking Accreditation to the REC Audit Standard and such Services as may be necessary to achieve it.
 - 1.15 “**Audit Standard**” means the standard to be achieved by an Audited Applicant in respect of an Audit as set out in the Audited Criteria.
 - 1.16 “**Audited Criteria**” means the criteria against which the Audited Applicant will be assessed during an Audit.
 - 1.17 “**CCS Framework**” means the framework managed by the Crown Commercial Services (and/ or any successor body) for the CCS Supply Teachers Framework Agreement RM 3826.
 - 1.18 “**CCS Framework Requirements**” means the additional requirements specified by CCS and set out in Schedule 1 and which Accredited Persons must meet in order to retain their CCS Framework Provider status.
 - 1.19 “**CCS Framework Provider**” means those Accredited Persons who supply under the CCS Framework.
 - 1.110 “**Compliance Test**” means the online compliance test set by the REC from time to time and which must be passed by all REC Members on first entry to REC membership and thereafter every two years (or at intervals as set out by the REC Council from time to time).
 - 1.111 “**DfE**” means the Department for Education.
 - 1.112 “**Fees**” means the fees for the Audit and Services as set out in the REC Audited standard specification

(as amended from time to time by agreement in writing between the parties) payable by the Audited Applicant to REC in consideration for the conduct of the Audit and the provision of the Services by REC.

1.113 **“Guidance Notes”** means the guidance notes which explain eligibility to apply for and hold REC Audited and/ or REC Audited Education.

1.114 **“Losses”** means any loss or damage howsoever caused, whether direct or indirect, consequential or special loss, arising from any third party claim, loss of actual or anticipated profits, loss of business opportunity or anticipated savings or loss of goodwill and even if such losses and/or damages were foreseen, foreseeable or known, or REC was advised of the possibility of them in advance.

1.115 **“Professional Standards Committee”** or **“PSC”** means a committee appointed by the REC under article 54 of the Articles of Association of the REC.

1.116 **“Re-Audit Trigger Event”** means any of the events listed in Schedule 2.

1.117 **“REC”** means the Recruitment and Employment Confederation (Company Number 03895053) whose registered office is at Dorset House, First Floor 27-45 Stamford Street, London SE1 9NT, a not for profit organisation in the business of providing professional representation for recruitment consultants, businesses and agencies in the United Kingdom, and also related consultancy support and auditing services.

1.118 **“REC Audited”** means the Accreditation awarded to the Audited Applicant on successful completion of the Audit.

1.119 **“REC Audited Education”** means the Accreditation awarded to the Audited Applicant on successful completion of the additional Audited Criteria required for such accreditation.

1.120 **“Services”** means the services as set out in the REC Audited standard specification as amended from time to time.

1.2 In these Terms and Conditions (unless the context otherwise requires):

121 words importing persons shall include firms, companies and bodies corporate and vice versa;

122 words importing the singular shall include the plural and vice versa; and

123 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2 TERM

2.1 These Terms and Conditions shall come into force upon the payment of the Fees and shall continue in force until terminated in accordance with clause 7 or the day before the 2nd anniversary of the award of the Audit Standard, whichever is the earlier.

3 SERVICES

3.1 Within 4 calendar weeks of paying the Fees the Audited Applicant must:

3.2 submit copies of any terms of business or engagement used with clients and work-seekers; and

3.3 complete an online self-assessment diagnostic test within 4 calendar weeks of paying the Fees, and provided this has been completed satisfactorily REC shall (either itself or through its nominated sub-

contractor from time to time) provide the Services to the Audited Applicant as set out in the REC Audited standard specification.

If the Audited Applicant fails to comply with the requirements set out in clauses 3.1.1 or 3.1.2 then the REC will not conduct an Audit and will not refund any Fees.

- 3.4 REC shall (and where provided through a nominated sub-contractor shall procure that such nominated sub-contractor shall) use, in relation to the Services, the highest standards of skill and care which is ordinarily exercised by experienced and competent service providers performing services of a similar nature to the Services.
- 3.5 If the REC (or its nominated sub-contractor) identifies one or more Re-Audit Trigger Events during an Audit the Audited Applicant will be required to undergo a further audit for which a re-audit fee is payable. The REC will not award Accreditation until such time as the Audited Applicant demonstrates during a re-Audit that it has rectified all such Re-Audit Trigger Events and put in appropriate safeguards and processes to ensure no further Re-Audit Trigger Events occur.
- 3.6 The parties agree that provided that the Audited Applicant satisfies the Audit Standard following an Audit of such Audited Applicant by REC, then REC shall award Accreditation to that Audited Applicant. For the avoidance of doubt, REC's decision of whether the Audited Applicant satisfies the Audit Standard shall be final.
- 3.7 An Accredited Person which is also a REC Member, will not be required to complete the Compliance Test for the period Accreditation remains in place.
- 3.8 **CCS Framework Providers only:** Accredited Persons who are CCS Framework Providers must complete an online diagnostic within 12 months of being Accredited ("the Mid-Cycle Diagnostic"). Those Accredited Persons acknowledge that REC will report to CCS on (a) the Accredited Person's results from the Mid-Cycle Diagnostic and/ or (b) the Accredited Person's failure to complete the Mid-Cycle Diagnostic within the required timeframe.
- 3.9 **CCS Framework Providers only:** Accredited Persons who are CCS Framework Providers agree that they must meet the CCS Framework Requirements in addition to the REC Audited Criteria in order to retain their CCS Framework Provider status. **The REC shall bear no liability to the Member for any Losses as a result of the Accredited Person's failure to retain its CCS Framework Provider status.**
- 3.10 **CCS Framework Providers only:** Accredited Persons who are CCS Framework Providers acknowledge that both CCS and DfE have the right (a) of audit of the work papers and other materials used to conduct Audits and (b) to attend Audits.
- 3.11 Accreditation will be awarded for a period of two (2) years from the award date subject to the Accredited Person maintaining the Audit Standard throughout and subject to the terms of these Terms and Conditions. On receipt of Accreditation the Accredited Person will be granted a non-exclusive license by the REC to display such logo or mark indicating the award and to use the same for as long as the Accreditation remains in place. The Accredited Person acknowledges that the REC will remove the Accredited Person from the REC Audited and/or REC Audited Education directory on the date of expiry (or termination if earlier) and the Accredited Person must remove all references to REC Audited/ REC Audited Education from all other materials and resources within 4 calendar weeks from the date of expiry of their Accreditation (or termination if earlier).

- 3.12 Accreditation and the terms “REC Audited” and “REC Audited Education” are only awarded to the Audited Applicant which has applied for and paid the Fees. The terms “REC Audited” and “REC Audited Education” must not be used by any parent or holding company, a group company, associated company, franchisor or franchisee unless they have been awarded such status in their own right.
- 3.13 By entering into these Terms and Conditions the Audited Applicant agrees that upon the award of the Accreditation and for the period of the award that it will use its best endeavors to do or procure the doing of all such acts, including the completion of such further self-assessment as the REC may require, and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to maintain the Audit Standard.
- 3.14 The REC reserves the right to carry out a further Audit of the Accredited Person, at the Accredited Person’s additional cost, during the period of Accreditation on receipt of any information that gives it reasonable cause to believe that the Audit Standard is no longer being maintained; and shall in any event, upon the expiry of the Accreditation period, require the Accredited Person to undergo a further Audit within 4 weeks of the expiry date.
- 3.15 Failure to co-operate with the REC in the circumstances set out in clauses 3.11 and 3.12 or to comply with any remedial action required by the REC in order to achieve or maintain the Audit Standard, which may include the procurement of further Services from the REC at additional cost, may lead to refusal, suspension or withdrawal of the Accreditation.
- 3.16 Where there is a serious or persistent failure to co-operate with REC in the circumstances set out in clauses 3.11 and 3.12 or the REC has reason to believe the Accredited Person may be in breach of the REC Code of Professional Practice (“REC Code”) the Accredited Person will be referred to the PSC for investigation of such failure to co-operate or the alleged breach of the REC Code. Where a breach of the REC Code is found or where the Accredited Person fails to co-operate with the PSC this may result in the Accredited Person being subject to such of the sanctions within their power as the PSC may deem applicable, including a requirement to complete the Compliance Test within such period as the PSC shall think fit, suspension or withdrawal of Accreditation, or where the Accredited Person is a REC Member, suspension and/or expulsion from membership of the REC. In any event a breach of the REC Code or failure to co-operate with the PSC will result in the refusal or withdrawal of the award of Accreditation and termination of these Terms and Conditions.

4 FEES, PAYMENT AND CANCELLATION

- 4.1 In consideration of REC providing the Services in accordance with these Terms and Conditions, the Audited Applicant shall pay to REC the Fees and any expenses agreed with the Audited Applicant. The Fees are exclusive of VAT which, if payable, shall be payable by the Audited Applicant at the same time as it pays the relevant Fees.
- 4.2 The Fees are payable by the Audited Applicant prior to provision of any of the relevant Services. The REC will not provide any Services to the Audited Applicant until it has received cleared Fees.
- 4.3 By applying for REC Audited/ REC Audited Education the Audited Applicant confirms that it meets the eligibility criteria set out in the Guidance Notes. If having paid the Fees, the Audited Applicant identifies that it is not eligible to apply for REC Audited/ REC Audited Education or if the Audited Applicant wishes

to cancel the Audit and/or the Services for any other reason, REC will refund the Fees already paid, excluding any non-refundable expenses, provided either (a) the online self-assessment diagnostic test required before the Audit can proceed has not yet been completed or (b) the REC has not started to review the Audited Applicant's contracts submitted in accordance with clause 3.1.

- 4.4 If the Audited Applicant wishes to cancel or re-schedule the Audit and/or the Services within 5 working days of an agreed date for the Audit and/or provision of the Services, REC reserves the right to charge a further fee equal to 40% of the cost of the Audit and/or Services to cover reasonable administration costs and charges of re-booking the Audit together with any non-refundable expenses already incurred. For the avoidance of doubt the Audit must be completed within 6 months of receipt of the Fees, except where the delay is solely the responsibility of the REC. Also, for the avoidance of doubt the REC will not refund any of the Fees if the Audited Applicant does not apply for or is not ready for the Audit within 6 months of payment of the Fees.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The parties acknowledge and agree that all intellectual property rights owned by the parties or vested in them at the date of these Terms and Conditions including any patents, trademarks, service marks, registered designs, utility models, unregistered design rights, copyright, database rights, inventions, business, domain or trade names, rights in confidential information and trade secrets and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not shall remain the property of the party who owns or created them.
- 5.2 Any logo or other mark identifying the Accredited Person as having achieved the Audit Standard and Accreditation is and shall remain the exclusive property of REC, and shall only be used by the Accredited Person to the extent of any license granted by the REC for such period as the Audit Standard shall be maintained. The Accredited Person acknowledges that the REC has the right to require the Accredited Person to remove the logo or other mark from any letterhead, website or other promotional media identifying the Accredited Person as having achieved the Audit Standard and Accreditation; and/or to destroy any material bearing such logo or mark, if at any time the REC is of the view that the Accredited Person no longer satisfies the Audit Standard.

6 LIABILITY

- 6.1 Except as set out in this clause 6, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply or failure to supply the Services are excluded to the extent permitted by law. Nothing in these Terms and Conditions shall operate to exclude or restrict REC's liability for death or personal injury resulting from negligence; or fraud or deceit.
- 6.2 Subject to the provisions in clause 6.1 above, REC is not liable to the Accredited Person for any Losses whether in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise.
- 6.3 The entire liability of REC under or in connection with these Terms and Conditions (including, without limitation, its termination), whether for negligence, breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to an amount equal to the aggregate of all Fees paid by the Accredited Person to REC in respect of the Services.

7 TERMINATION

7.1 This Agreement shall terminate immediately:

7.11 on the occasion of the Accredited Person's bankruptcy, administrative receivership, winding up, liquidation (other than Accredited Persons voluntary liquidation purely for the purpose of amalgamation or construction), the levying of any distress against the Accredited Person or any other arrangement with creditors; or

7.12 the Accredited Person commits a material breach of any obligation under these Terms and Conditions, or any breach which is capable of remedy and which is not remedied within 30 days of receiving notice from the REC; or

7.13 a change of control of the Accredited Person where "control" means the ability to direct the affairs of another whether by way of contract, ownership of shares or otherwise; or

7.14 on the refusal or withdrawal of the award of Accreditation by the REC.

8 CONSEQUENCES OF TERMINATION

Upon termination of these Terms and Conditions all rights and obligations of the parties shall cease to have effect immediately except that termination shall not affect accrued rights and obligations of the parties under these Terms and Conditions at the date of termination or any express obligations in these Terms and Conditions of a continuing nature.

9 CONFIDENTIALITY

9.1 In this clause 9, "Confidential Information" means all information relating to a party's business, finance and products (including all commercial information, plans, market opportunities, customers, know-how, technology, technical data, business methods, trade secrets, software and initiatives) and other information of a confidential nature disclosed by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") whether before or after the date of these Terms and Conditions including, but not limited to, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.

9.2 The parties to these Terms and Conditions undertake in relation to the Confidential Information disclosed by one party to the other:

- (a) to treat all and any of such Confidential Information as confidential and secret and not use any of such Confidential Information for any purpose other than for the purposes for which it was disclosed;
- (b) to take all reasonable steps to protect the confidentiality of such Confidential Information and to prevent disclosure of the same to unauthorised persons;
- (c) not to disclose any of such Confidential Information in whole or in part to any third party (other than a party to these Terms and Conditions) without the prior written consent of the Disclosing Party;
- (d) to ensure that each third party to whom it discloses such Confidential Information pursuant to

Clause 9.2(c) is made aware of the provisions of these Terms and Conditions and to ensure that such third party shall be bound by the same obligations of confidentiality and non-disclosure to third parties as are set out in these Terms and Conditions in respect of such Confidential Information prior to any disclosure.

9.3 The obligations of confidentiality and the prohibitions against use undertaken in these Terms and Conditions

shall not apply to any confidential information which the receiving party can show:

- (a) is or subsequently comes into the public domain otherwise than as a result of any breach of these Terms and Conditions;
- (b) is already known to the Receiving Party prior to disclosure which prior knowledge the Receiving Party can clearly demonstrate with written material;
- (c) becomes known to the Receiving Party by disclosure from a third party (other than a party to these Terms and Conditions) who has a lawful right to disclose the Confidential Information; or
- (d) is required to be disclosed by law or by any regulatory authority.

10 ASSIGNMENT

10.1 The Accredited Person may not assign or deal in any way with all or any part of the benefit of Accreditation, or the rights or benefits conferred by Accreditation under these Terms and Conditions without the prior written consent of REC.

11 GENERAL

11.1 Nothing in these Terms and Conditions shall be construed as creating a partnership or joint venture of any kind between the parties or as appointing either party as agent for the other party for any purpose and neither party shall have the authority to bind the other party or to contract in its name for any purpose.

11.2 No waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. Save as expressly provided under these Terms and Conditions the rights and remedies under these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

11.3 No variation of these Terms and Conditions shall be valid unless it is signed by and on behalf of both parties.

11.4 The parties agree that the provisions of these Terms and Conditions are personal to them and are not intended to confer any right of enforcement on any third party and the contracts (rights of third parties) act 1999 shall not apply.

11.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby and the parties shall negotiate in good faith to replace any invalid or unenforceable terms with substitute provisions.

11.6 Both parties shall be released from their respective obligations upon the occurrence of any circumstance beyond the reasonable control of the parties including, but not limited to acts of god, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages which renders the performance of these Terms and Conditions impossible whereupon these Terms and Conditions shall be terminated and the provisions of clause 8 shall apply.

11.7 Any notice given under or in relation to these Terms and Conditions shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or by sending it by pre-paid first class

post, to the address and for the attention of the relevant party. Alternatively, it may be sent by email to such email address as the parties shall designate. Any notice, demand or other communication shall be deemed to have been received in the case of posting three (3) days after the date of posting; if served personally, or by email on the day of delivery or transmission; or if sent by email after 4 pm or on a day other than a working day, on the next working day following the day of transmission.

11.8 These Terms and Conditions together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes any previous agreement between the parties relating to such matters.

12 GOVERNING LAW AND JURISDICTION

12.1 These Terms and Conditions and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.

12.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising from or in connection with these Terms and Conditions or the legal relationships established by or in connection with these Terms and Conditions.

Schedule 1 – CCS Framework Requirements

If you are a CCS Framework Provider you must ensure that you fully comply with the REC Audit Criteria. However, you must also comply with the CCS Framework requirements laid out in the CCS Framework Schedule 1 (Specification) and it is important to be aware that there are requirements in the framework, which are additional to the REC Audit Criteria. CCS wish to retain certain elements in the CCS Framework criteria, which as noted above are additional to the REC Audit Criteria. These additional elements are as follows:

- **References:** The CCS Framework additionally requires that these cover the last two years as laid out in paragraph 12.3.5 in the Framework Schedule 1 (Specification). As well as carrying out checks in accordance with the Audit Criteria, REC will check during Audits that your written reference policy confirms that you will obtain references to cover the last two years.
- **Signed documents:** The CCS Framework requires that copies of documents “must be signed and dated at the time of validation. All signatures must be legible and supported by the job title of the validator” as laid out in paragraph 12.8 in the CCS Framework Schedule 1 (Specification). Therefore, **for the purposes of the CCS Framework digital records (e.g. emails or scanned documents without a signature) will not be acceptable.**

REC have agreed with CCS that there will be certain circumstances when REC will automatically refer a CCS Framework Provider to CCS. These are:

1. Where during an audit it comes to the REC’s attention that the CCS Framework Provider has supplied a worker who:
 - has been barred from carrying out regulated activity;
 - does not hold a current and valid Disclosure and Barring Service (DBS) check and was placed without a Barred List Check;
 - has placed an individual who has been prohibited from working in an education environment or has restrictions placed on them that make it inappropriate to place them in such an environment;
 - has not yet been barred or prohibited from working with children however references or additional information provided by the police suggest that this is imminent;
 - does not have overseas police check or letter, a letter of good conduct or a valid DBS.
2. Where during an audit the REC identified that a CCS Framework Provider:
 - has failed to obtain any right to work documentation whatsoever
 - has failed to obtain and retain legible copies of right to work documentation
 - has failed to carry out right to work checks and instead has relied on such checks being carried out by a third party

Schedule 2 – Re-Audit Trigger Events

For the purposes of Clause 3.3 a Re-Audit Trigger Event means any of the following:

Description	Failure
File sampling	A failure to carry out any of the following checks on a work-seeker prior to placing them with a client – identity check, Children’s Barred List check, Enhanced DBS check, prohibition from teaching check, further checks as required (for individuals who have lived/worked outside the UK), professional qualifications and right to work in the UK.
DBS/Update Service	A failure to implement REC policy in this area relating to both new registrations and on an ongoing basis i.e. at least annual checks via the Update Service/new DBS checks (some agencies are still in the process of “migrating” workers to the new regime but there should be evidence that you are “migrating” the workers with an approximate end date as to when all will be migrated across)
Written assignment details to work-seekers	A failure to have such a process in place.
Guidelines that make standards of practice clear to staff	A failure to have any written guidelines/operating processes in place.
(Education only audits) Information to schools regarding checks carried out on a worker	A failure to have such a process in place.