

# REC Audited booking form

Thank you for your interest in the REC Audited Award. 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 the payment form and payment, complete the following steps:
  - a) Receive confirmation and an invitation to take the REC Audited Online Diagnostic
  - b) Complete the Online Diagnostic and arrange a date for your On-Site Audit
  - c) Complete your On-Site Audit
  - d) Receive your report, adopt recommendations and gain your REC Audited Award!

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



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## Section 2: On-Site Audit date

Please indicate below the month(s) you would prefer your On-Site Audit to take place. This date should be at least 1 month after submitting this booking form to enable sufficient time to complete your Online Diagnostic, which must be completed at least two weeks prior to the On-Site Audit date. We cannot guarantee any specific date but will attempt to do so wherever possible.

Preferred month(s) for Audit:

## Section 3: About your business

How many branches does your business have?

Please identify the sectors in which your company operates:

Please identify the types of placements and type of worker that your company provides (Temporary, permanent, LCC etc):

## Section 4: Payment details

The REC Audited fee includes your registration, Online Diagnostic, On-Site Audit, Auditor Report and REC Audited Award. Following your initial booking payment the only additional fee will be the Auditor's travel expenses which will be invoiced and due for payment prior to your on-site visit.

REC AUDITED INITIAL BOOKING FEE:	£1,250.00
VAT @ 20%:	£250.00
<b>TOTAL BOOKING FEE:</b>	<b>£1,500.00</b>
REC AUDITED RENEWAL FEE:	£1,050.00
VAT @ 20%:	£210.00
<b>TOTAL RENEWAL FEE:</b>	<b>£1,260.00</b>
<b>(Payable every two years)</b>	

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.



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**Payment methods:\***

I wish to pay by:    BACS                       Cheque                       Credit/Debit card

**BACS payment information:**

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

Bank: Barclays Bank            Sort code: 20-97-58            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

Card Number:                    Issue number (for Switch):

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 \***

<b>Section 5: Terms &amp; Conditions</b>	
The Terms & Conditions can be found as a separate document sent with this booking form. Please sign below to confirm that you have received, read & accept the Terms & Conditions of REC Audited:	
Your Name:	
Your Signature:	
Date you Signed:	

**Please send your completed form to:**

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

Email:            info@rec.uk.com

Fax:            020 7935 4112

**For all enquiries please call 020 7009 2100**

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# REC Audited Terms & Conditions

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and any document referred to in them (“the Agreement”) (unless the context otherwise requires), the following words and phrases shall have the following meanings:
- 1.1.1 **“Accreditation”** means the determination by REC that a Member satisfies the Audit Standard as confirmed by the issuance of an accreditation certificate signed by REC.
  - 1.1.2 **“Audit”** means the compliance audit (excluding any other services) to be carried out by REC.
  - 1.1.3 **“Audit Standard”** means the standard to be achieved by a Member in respect of an Audit as set out in the REC Audited standard specification.
  - 1.1.4 **“Compliance Test”** means the online compliance test set by the REC from time to time and which must be passed by all corporate members every two years (or at intervals as set out by the council from time to time), and on first entry to membership
  - 1.1.5 **“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 Member to REC in consideration for the conduct of the Audit and the provision of the Services by REC.
  - 1.1.6 **“Member”** means the REC Member seeking to receive from REC Accreditation to the Audit Standard and such Services as may be necessary to achieve it.
  - 1.1.7 **“Professional Standards Committee”** means a committee appointed by the REC under article 54 to exercise the powers set out in articles 8.1 and 53.5.2 of the Articles of Association of the REC
  - 1.1.8 **“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.
  - 1.1.9 **“REC Member”** means a person who currently holds corporate membership of the REC.
  - 1.1.10 **“Services”** means the services as set out in the REC Audited standard specification as amended from time to time.
- 1.2 In this Agreement (unless the context otherwise requires):
- 1.2.1 words importing persons shall include firms, companies and bodies corporate and vice versa;
  - 1.2.2 words importing the singular shall include the plural and vice versa; and
  - 1.2.3 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

## 2 TERM

- 2.1 This Agreement shall come into force upon the payment of the Fees and shall continue in force until terminated in accordance with clause 7 of this Agreement.

## 3 SERVICES

- 3.1 Upon payment of the Fees the Member must complete an online self-assessment diagnostic test within 4 weeks of payment being made, 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 Member as set out in the REC Audited standard specification.
- 3.2 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.
- 3.3 The parties acknowledge and agree that provided that the Member satisfies the Audit Standard following the carrying out of an Audit of such Member by REC, then REC shall award that Member Accreditation. For the avoidance of doubt, REC's decision of whether the Member satisfies the Audit Standard shall be final. The successful award of Accreditation shall exempt the Member from the requirement to complete the Compliance Test for the period Accreditation remains in place.
- 3.4 Accreditation will be awarded for a period of two (2) years subject to the Member maintaining the Audit Standard throughout and subject to the terms of this Agreement. On receipt of Accreditation the Member will be granted a non-exclusive licence 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.
- 3.5 By entering into this Agreement the Member agrees that upon the award of the Accreditation and for the period of the award that it will use its best endeavours 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.
- 3.6 The REC reserves the right to carry out a further Audit of the Member, at the Member'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 Member to undergo a further Audit within 4 weeks of the expiry date.
- 3.7 Failure to co-operate with the REC in the circumstances set out in clauses 3.5 and 3.6 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.



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3.8 Where there is a serious or persistent failure to co-operate or the REC has reason to believe the Member may be in breach of the REC Code of Professional Practice ("REC Code") the Member will be referred to the Professional Standards Committee ("the PSC") of the REC for investigation as to the occurrence of any breach of the REC Code. Where a breach of the REC Code is found or where the Member fails to co-operate with the PSC this may result in the Member being subject to such of the sanctions within their power as the PSC may deem applicable, including completion of the Compliance Test within such period as the PSC shall think fit, 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 this Agreement.

#### 4 FEES, PAYMENT AND CANCELLATION

- 4.1 In consideration of REC providing the Services in accordance with the terms of this Agreement, the Member shall pay to REC the Fees and any expenses agreed with the Member. The Fees shall be deemed to exclude VAT which, if payable, shall be payable by the Member at the same time as it pays the relevant Fees.
- 4.2 The Fees for the Services are payable by the Member prior to provision of any of the relevant Services. Until payment is made the REC shall be under no obligation to provide any Services to the Member.
- 4.3 If the Member wishes to cancel the Audit and/or the Services REC will refund the Fees already paid, excluding any non-refundable expenses, provided the online self-assessment diagnostic test required before the Audit can proceed has not yet been completed.
- 4.4 If the Member wishes to cancel or re-schedule the Audit and/or the Services after payment and completion of the online self-assessment diagnostic test, and within five working days or less prior to any agreed date(s) 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.

#### 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 this Agreement 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 Member as having achieved the Audit Standard and Accreditation is and shall remain the exclusive property of REC, and shall only be used by the Member to the extent of any licence granted by the REC for such period as the Audit Standard shall be maintained. The Member acknowledges that the REC has the right to require the Member to remove the logo or other mark from any letterhead, website or other promotional media identifying the Member 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 Member no longer satisfies the Audit Standard.



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## 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 this Agreement 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 Member in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise for 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.
- 6.3 The entire liability of REC under or in connection with this Agreement (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 Member to REC in respect of the Services.

## 7 TERMINATION

- 7.1 This agreement shall terminate immediately:
- 7.1.1 on the occasion of the Member's bankruptcy, administrative receivership, winding up, liquidation (other than members voluntary liquidation purely for the purpose of amalgamation or construction), the levying of any distress against the Member or any other arrangement with creditors; or
- 7.1.2 the Member commits a material breach of any obligation under this Agreement, or any breach which is capable of remedy and which is not remedied within 30 days of receiving notice from the REC; or
- 7.1.3 a change of control of the Member where "control" means the ability to direct the affairs of another whether by way of contract, ownership of shares or otherwise; or
- 7.1.4 on the refusal or withdrawal of the award of Accreditation by the REC.

## 8 CONSEQUENCES OF TERMINATION

Upon termination of this Agreement 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 this Agreement at the date of termination or any express obligations in this Agreement 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 this Agreement 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 this Agreement 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 this Agreement) 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 9.1(c) is made aware of the provisions of this Agreement and to ensure that each such Authorised Representative and/or third party shall be bound by the same obligations of confidentiality and non-disclosure to third parties as are set out in this Agreement in respect of such Confidential Information prior to any disclosure.
- 9.3 The obligations of confidentiality and the prohibitions against use undertaken in this agreement 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 this Agreement;
  - (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 this Agreement) 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

The Member 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 this Agreement without the prior written consent of REC (which consent shall not be unreasonably withheld or delayed).





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## 11 GENERAL

- 11.1 Nothing in this agreement 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 this agreement 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 this agreement the rights and remedies under this agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 11.3 No variation of this agreement shall be valid unless it is signed by and on behalf of both parties.
- 11.4 The parties agree that the provisions of this agreement 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 this agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement 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 this agreement impossible whereupon this agreement shall be terminated and the provisions of clause 8 shall apply.
- 11.7 Any notice given under or in relation to this Agreement 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 This Agreement 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 This Agreement 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 English courts over any claim or matter arising from or in connection with this Agreement or the legal relationships established by or in connection with this Agreement.