

## REC Corporate Membership Terms & Conditions

### 1. Principle Terms

- 1.1 The minimum period of membership is one year. Membership is then renewed on an annual basis [the membership renewal period runs from 1<sup>st</sup> January to 31<sup>st</sup> December).
- 1.2 Membership is deemed to apply to all branches detailed within the application form unless advised otherwise.
- 1.3 You are required to inform us if the Applicant
  - Change your trading name
  - Change your bank details (direct debit only)
  - If any Proprietor, Director, including any shadow directors,, Company Secretary of the applicant company has previously owned or operated a recruitment agency or business that has ceased trading or is currently in any insolvency proceedings including but not limited to, administration, liquidation, winding up proceedings, receiverships, administration receiverships and voluntary arrangements.
  - If there are any changes to/additions to the Directors of your company
  - Change contact details (including individuals entitled to contact the REC and/ or access its services, their names, phone nos. and email addresses)
- 1.4 As part of the application process you are also required to provide details of
  - any tribunal or court findings made against your Company within the last 3 years.
  - pending legal action against your Company including employment tribunals claims,.
  - Investigations or findings made against your Company by BEIS or HMRC (or similar) inspectors within the last 3 years.
  - Investigations or findings made against your Company by the GLAA (including details of any licence revocation) within the last 3 years.
  - We need to consider findings against an individual Director
- 1.5 Declaring any findings against your business will not automatically bar you from entering the REC. However, we will require reassurances regarding your future conduct to ensure that this is consistent with the [REC's Code of Professional Practice](#).
- 1.6 If you declare any pending action against your business, the REC will ask for further details in order to determine how this pending action relates to the Code of Professional Practice. The REC may still admit you into membership but if the pending action is considered relevant, you agree that you will let the REC know the outcome as soon as possible. If a finding is made against you as a result of this action, the REC will reserve the right to ask for reassurances of future conduct and you agree that you will provide these reassurances. If you unreasonably refuse to agree to provide this information or these reassurances, the REC will reserve the right to refuse you entry to the REC.
- 1.7 If you provide details of a tribunal or court finding made against your business, the REC will consider this information and will seek further details in order to determine how any findings made against your business relate to the REC's Code of Professional Practice. Where any findings are considered to relate to the Code [If – define the Code when first used or use Code of Professional Conduct throughout], the REC will reserve the right to seek additional reassurances about future conduct. Additionally, the REC will reserve the right to carry out a compliance review (an inspection at a member's premises) in order to assess a member's level of compliance and ensure findings have been properly addressed. If you unreasonably refuse to provide additional reassurances the REC will reserve the right to refuse you entry to the REC.

Please list below any findings or pending action against your business.

## 2. Compliance

2.1 Please amend the following as relevant to your business:

- I/We (and all officers and employees of the business) will comply with the REC Code of Professional Practice
- I/We agree that we will be subject to the REC's [Complaints and Disciplinary Procedure](#)
- I/We understand that in order to enter Full Corporate Membership we must meet both (a) the REC's Compliance Test requirements and (b) the REC's terms of business requirements:

### Compliance test requirements:

- take and pass the REC's Compliance Test within 6 months of submitting our application for membership. I/We also understand that our status will be that of "Unqualified Corporate Member" until we pass the Compliance Test;
- I/We understand that if we do not pass the third attempt at the Compliance Test we will not be admitted into Full Corporate Membership; and
- I/We understand that, if elected to Full Corporate Membership, we need to pass the Compliance Test at least once in each two year period in order to renew membership; commencing from the date accepted into REC membership.

### Terms of business requirements:

- I/ We must submit our terms of business within 4 (four) weeks of applying for REC membership.
- I/We understand that if we submit our own contracts with candidates and clients these will be assessed for compliance by REC staff.
- I/We understand that if we adopt REC model terms, these must be fully adopted and implemented throughout the business and all other terms withdrawn.

I/We understand that we will not be elected into Full Corporate Membership until our terms have been confirmed as compliant and that this must be within 6 months of submitting our application for membership.

- I/ We understand that we will not be entitled to use the REC logo until we have been elected into Full Corporate Membership.
- REC will cancel future direct debit payments, but not refund either the joining fee or the current quarter payment.
- I/We agree that we will submit to a REC compliance review where required

## 3. Organisation information and contact details

3.1 By providing your organisation and personal contact details you are giving specific consent on behalf of all named contacts to be contacted by the REC and its [business partners](#) by telephone, fax, email or otherwise in the course of supplying information, products and services to you as members of the REC

3.2 You are required to keep your membership record up to date by using the online facility or advising the REC in writing.

3.3 . I/ We agree that only named contacts are entitled to access and use REC services such as the REC Legal Helpline  
REC reserves the right to request any additional information which may be relevant to your application for REC membership.

## 4. Suspension of membership

4.1 In the event that false declarations or inaccurate information comes to light after you have been elected into either Unqualified Corporate Membership or Full Corporate Membership, REC reserves the right to refer the matter to the Professional Standards Committee for review and consideration. REC will not refund the membership application fee or annual subscription

4.2 If you do not pay an agreed direct debit on time the REC reserves the right to request full payment of the current subscription and suspend your membership until payment is received.

4.3 If you fail to renew your annual membership by the renewal date [or 31 January each year] your membership will automatically be lapsed and you will subsequently be required to re-apply for membership (which may include paying a further joining fee).

4.4 If payment is outstanding for any paid for REC products and services, REC reserves the right to suspend membership until payment is received. No membership refunds will be given whilst suspended.

## **5. Cancellation of Membership**

- 5.1 You are required to provide (3) three months' written notice if you do not wish to renew your membership.
- 5.2 If you do not renew your membership you are required to remove all reference to the REC (including the REC logo) from your literature and website no later than the date of expiry.
- 5.3 REC reserve the right to publish the names of all non-members who display the REC logo and report to the relevant statutory body.