

TEAM CONSTITUTION and CODE of CO-OPERATION

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

1. Key Terms

TEAM:	The Employment Agents Movement (UK) Ltd, 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.
NE (National Executive):	Leadership group made up of Regional/Divisional Directors, and others chosen at the discretion of the company.
Partners:	National or international recruitment-related businesses affiliated with TEAM.
Principals:	Owners, Directors or senior leaders of Member firms.
RDs/DDs:	Regional or Divisional Directors elected to represent Members.
SPs:	Service Providers in TEAM.
TEAM Directory:	List of all current Members who have given permission for their details to be shared.
TEAM Charter:	The service standards expected of Members. (Appendix 3)
TEAM Code:	Guidelines for working together (Appendices 1 & 2).
TEAM Head Office (HQ):	The TEAM leadership team.
TEAM Hub:	The online community platform.
TEAM Website:	The public-facing site for TEAM.
TEAM Xchange:	The platform for fee-splitting and collaborative placements.
TPSC:	TEAM's Professional Standards Committee.
TEAM WhatsApp Community	TEAM's WhatsApp Community Groups and Announcements

2. Our Purpose

TEAM helps recruitment firms collaborate professionally and ethically. It supports Members to work together and with clients to deliver high-quality employment and recruitment services.

3. Diversity & Inclusion

TEAM values diversity and respectful communication. Membership is open to all eligible firms regardless of protected characteristics under the Equality Act 2010 and Members are required to promote fairness, respect and equality in their own businesses and interactions in accordance with applicable equality and anti-discrimination laws.

4. TEAM Logo Use

Members may use the official TEAM logo in marketing, stationery and promotional materials strictly in accordance with TEAM's brand guidelines and subject to prior written approval from TEAM Directors. Brand guidelines can be requested from TEAM HO at any time. Any unauthorised or modified use of the TEAM logo is expressly prohibited.

5. Who Can Join TEAM

- 5.1 Any recruitment business in the UK or abroad that (i) holds all required licenses and registrations, (ii) complies with applicable laws and regulations in their jurisdiction of operation and (iii) maintains professional standards consistent with industry best practices, may be considered for membership.
- 5.2 TEAM may also invite affiliates or partners with a recruitment interest, subject to meeting eligibility criteria, even if they are not recruitment agencies. Such members shall receive benefits as determined by the Directors, with fees set forth in a written schedule.
- 5.3 Multiple Members can operate in the same area or sector - no Member has exclusivity. If there's a conflict, the Directors' decision shall be final, subject to the dispute resolution procedures set forth in this Constitution and applicable law.
- 5.4 In some cases, areas or sectors may be considered full. Applications may be paused until space becomes available.
- 5.5 If a Member opens a new branch near another, both are expected to work together sensibly and professionally.

6. How to Join TEAM

- 6.1 New Members and Service Providers complete a three month probationary period before full approval.
- 6.2 Applicants must complete the prescribed application form and provide all requested business information. TEAM reserves the right to conduct background checks and due diligence. While TEAM maintains discretion in accepting or declining applications, it shall exercise such discretion fairly and in accordance with applicable anti-discrimination laws.
- 6.3 All related businesses under the same ownership must be declared.
- 6.4 Membership commences with an initial fixed term of 12 months, after which it shall automatically continue on a rolling monthly basis unless otherwise agreed in writing between the parties. Any variation to these terms must be documented and signed by both parties.

7. Conduct and Collaboration

- 7.1 Members shall strictly comply with the TEAM Constitution, Code and Charter, as amended from time to time. Any changes to these documents will be communicated in writing via newsletters or the Hub with at least 30 days' notice. Material breaches may result in sanctions or termination of membership in accordance with the disciplinary procedures set forth herein.
- 7.2 TEAM offers social media tools and Members are responsible for using them wisely. Offensive, untrue or confidential posts can lead to removal and possible expulsion.
- 7.3 Members are prohibited from directly or indirectly soliciting or attempting to hire another Member's employees without prior written consent from the affected Member. Any breach of this provision shall constitute grounds for immediate termination of membership.
- 7.4 Members must honour financial commitments with each other and SPs. Always check membership status on the Hub or by contacting TEAM HQ.
- 7.5 Members must comply with all applicable competition laws and regulations, including but not limited to the Competition Act 1998. Members are strictly prohibited from engaging in price-fixing, market sharing, bid rigging or exchanging commercially sensitive information that could restrict competition.

8. Terminating Membership

- 8.1 TEAM membership is initially on a one year contract; and can only be ended FROM MONTH 9 of that first year by giving three months' written notice to TEAM HO. After that first year, membership can be terminated at any time by giving three months' written notice to TEAM HO.
- 8.2 TEAM reserves the right to terminate membership with immediate effect for material breach of this Constitution or where otherwise reasonably justified, subject to providing written notice stating the grounds for termination.
- 8.3 If a Member's actions harm TEAM or breach the Constitution, membership may be suspended or ended immediately.
- 8.4 Termination may also apply to all related businesses under the same ownership.

- 8.5** TEAM will inform Service Providers if a Member is expelled and stop access to TEAM benefits.
- 8.6** Upon termination of membership, Members must immediately cease using the TEAM logo, trademarks and all references to TEAM membership across all platforms and materials. Members shall confirm in writing their compliance with these requirements within 14 days of membership termination.

9. Payments and Subscriptions

- 9.1** Service Providers pay a joining fee.
- 9.2** All Members and SPs pay an annual subscription by monthly Direct Debit starting from their membership date.
- 9.3** Payments are collected by Direct Debit on 1st of each month. Failed payments incur a £25+VAT charge. If a Direct Debit fails, manual payment is required by 3rd of that failed month.
- 9.4** Membership fees for Members are based on staff size and may change annually with at least one month's notice.
- 9.6** Refunds are not given unless the Directors decide to do so, or if membership ends due to TEAM's decision (see Clauses 6 or 8).

10. Unpaid Subscriptions

Failure to pay fees when due may result in membership cancellation upon written notice. Any outstanding amounts shall remain payable, with interest accruing at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998. Late payment fees, if applicable, will be as specified in the fee schedule provided to members. Always contact TEAM HQ if you're struggling to pay.

11. TEAM Website, Hub & TEAM Xchange

- 11.1** Each Member will be listed in the TEAM Hub and TEAM Xchange.
- 11.2** Members' attention is drawn to the Privacy Policy available on the TEAM Hub and website.
- 11.3** TEAM cannot be held responsible for any functional failure of the website, Hub or Xchange howsoever caused.
- 11.4** 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.
- 11.5** 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.
- 11.6** Use of the Hub constitutes acceptance of its terms of use and privacy policy, which form an integral part of this agreement. Members must ensure their use of the Hub complies with all applicable data protection laws, including but not limited to the UK GDPR and Data Protection Act 2018.

12. Regional Representation and Committees

- 12.1** The Membership will be divided into geographical regions or specialist sectors determined by the Directors and may be varied from time to time.
- 12.2** Each region and/or sector will be represented by a nominated RD/DD appointed by the Directors who are eligible for re-election at any time. RD/DDs shall usually be a Principal or owner of a Member firm.
- 12.2** RDs/DDs arrange local meetings with TEAM HO and help shape TEAM's direction.
- 12.3** Failure to attend two meetings per year may lead to a review of the RD/DD's role.
- 12.4** 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. Professional Standards

- 13.1 The TEAM Professional Standards Committee (TPSC) helps with complaints, standards and disputes involving Members or the public.
- 13.2 The TPSC may provide non-binding guidance and recommendations but does not possess legal authority to make binding determinations. Members acknowledge that TPSC decisions are advisory in nature and do not affect their legal rights or obligations under applicable law.
- 13.3 Final legal matters must be handled by the appropriate authority.

14. Updating Information

- 14.1 Members & SPs must inform TEAM HQ immediately of any change of ownership, address, business type or trading name.

15. Liability

- 15.1 Except for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law, TEAM, its Representatives and Committee Chairs shall not be liable for any losses linked to membership, referrals or shared fees.
- 15.2 All claims against TEAM arising from this agreement are capped at the amount of the Member's annual subscription fee, except where such limitation is prohibited by law, including but not limited to claims involving fraud, wilful misconduct or gross negligence.
- 15.3 TEAM does not manage or enforce fee sharing between Members nor is it responsible for any non-payment of fee shares between Members.

16. Service Providers (SPs)

- 16.1 TEAM may invite suppliers to join as SPs, subject to similar terms as Members.
- 16.2 SPs pay a fee and can access TEAM events and databases.
- 16.3 If a Member leaves TEAM, SP discounts should end promptly.
- 16.4 TEAM does not audit or verify Service Providers' credentials or capabilities. Members are required to conduct their own due diligence and risk assessment before engaging with any Service Provider. Members acknowledge that TEAM bears no liability for Service Provider performance or conduct.
- 16.5 Use of SPs' services is optional.

17. Partners

TEAM works with Partner organisations to help Members expand their networks and business opportunities. Special discounts may be available for TEAM Members joining these Partners, and vice versa. These arrangements can change, so please check with TEAM HQ or the website for up-to-date details. Note: Partner organisations operate under their own separate agreements and are not bound by TEAM's rules unless explicitly agreed in writing. Members are advised to conduct appropriate due diligence and confirm all terms in writing before entering into arrangements with Partners.

18. TEAM WhatsApp Community

TEAM facilitates a WhatsApp Community to support real-time networking and collaboration across the network. Participation is optional, but all Members and Service Providers who join are bound by the TEAM WhatsApp Etiquette Guide.

Access is granted as follows:

- **TEAM Members** may join any regional or divisional WhatsApp group, as well as the General Chat group. They do not have access to the National Executive or Service Provider groups unless appointed to those positions.
- **TEAM Service Providers (SPs)** may join the **General Chat** and **SPs-only** WhatsApp groups, but not regional, divisional or National Executive groups.

By joining any TEAM WhatsApp group, Members and SPs agree to:

- Use the platform professionally and respectfully.
- Avoid sharing confidential or commercially sensitive information.
- Refrain from unsolicited promotional messages or sales pitches.
- Respect the purpose and boundaries of each group.

Breaches of the WhatsApp Etiquette Guide may result in removal from the group(s) and, if necessary, further disciplinary action under this Constitution.

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

The standard arrangement for job sharing between TEAM Members is an equal (50/50) split of fees. Where circumstances warrant a different split due to varying levels of complexity or workload, Members must document and execute a written agreement specifying the modified split arrangement prior to commencing work on the placement.

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 split fee arrangement, including the exact split fee figure, on the TEAM system within seven (7) business days of the offer acceptance. 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 agrees to refund/rebate their portion 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

If the Job Owner Member takes legal action to collect placement fees from their client, they shall deduct the documented legal costs from the gross fee received before calculating the Candidate Owner Member's 50% share from the remaining net amount. The Job Owner Member must provide the Candidate Owner Member with evidence of such legal costs.

5. DISCOUNTS FOR MULTIPLE PLACEMENTS

Any discounts to standard fees must be documented in a written agreement signed by all affected parties prior to implementation. Such agreement shall specify the exact discount amount or percentage, duration, and any conditions that apply. Retroactive discounts are not permitted without explicit written consent from all affected parties.

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 provide written documentation of all retained/engagement fees, including payment structure and timing, that will be invoiced to the client. This documentation must be provided at the time of posting or sharing the role within TEAM, or when requesting assistance from another TEAM Member, and in all cases before any Candidate Owner Member's candidate is presented to the client. Failure to provide such documentation may invalidate any subsequent fee arrangements.

The fee agreement between Job Owner Member and Candidate Owner Member must be documented in writing prior to arranging any candidate interviews. If no written agreement is in place, the Job Owner Member shall pay the Candidate Owner Member a fee equal to 50% of the Job Owner Member's standard 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 who fail to act with integrity will be subject to an investigation by the TEAM Professional Standards Committee. Following such investigation, Members may face disciplinary action including, but not limited to, formal warning, suspension, or termination of membership in accordance with the TEAM Constitution.

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 regulate or provide guidance regarding Member fee structures, as each Member operates as an independent business entity subject to applicable competition laws.

Each Member must post their complete terms on their Member Profile. Unless otherwise agreed in writing between the Members, the Job Owner Member's terms shall prevail. A Candidate Owner Member's consent to the use of their candidate constitutes explicit acceptance of the Job Owner Member's terms, provided these terms were accessible on the Member Profile at the time of consent.

If difficulties arise after a candidate has commenced employment and a client requests modifications to the standard rebate terms, such variations must be documented in writing and agreed between all parties (Job Owner Member, Candidate Owner Member, and client) before taking effect. 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. The exclusivity period shall be equal to the original time taken to fill the position, but not exceeding three (3) months unless otherwise agreed in writing between the Members. 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. Upon receipt of documented evidence that a replacement candidate has been sourced elsewhere, the Candidate Owner Member must refund the full amount of their original split fee within seven (7) business 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

Each Candidate Owner Member shall specify in writing their minimum acceptable fee for candidate placement prior to any candidate submission to a Job Owner Member. Such fee requirements shall be binding once communicated.

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. By submitting a Candidate for a position, the Candidate Owner Member explicitly acknowledges and accepts in writing: (i) the posted fee percentage or total fee, (ii) the Job Owner Member's current fee structure, and (iii) any modifications to these terms that were communicated prior to candidate submission.

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".

Prior to submitting any candidate to a client with time-limited referral fee policies, the Job Owner Member must obtain explicit written consent from the Candidate Owner Member. Such notification must specify the exact duration and terms of the client's referral fee policy. 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. After the specified referral period expires, while the client company may retain Candidate details, any subsequent hiring of the Candidate must be reported to both Members. The parties shall maintain records of all such cases for compliance with UK recruitment regulations.

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

For contract or temporary positions shared between two Members, the Members shall agree in writing to a specific margin split based on their respective responsibilities and workload allocation. Such agreement must detail the specific duties and obligations of each Member. 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 becomes payable only upon receipt of client payment, the Job Owner Member bears the full financial risk and responsibility for the employee's gross wages, national insurance contributions, and all statutory payments required under UK employment law. 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, if the client wishes to employ the Candidate permanently, the Job Owner Member shall agree a suitable fee in writing with the client. This fee shall be split equally between the Job Owner Member and Candidate Owner Member, with each receiving 50% of the total fee.

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

The Job Owner Member shall provide copies of timesheets and net margin calculations to the Candidate Owner Member within five (5) business days of receiving monthly payment from their client. Documentation must include either signed timesheets, client-invoiced hours, or an official payroll report that clearly shows all relevant payment details to the client and/or a payroll report.

Failure to report a job offer acceptance within the mandatory seven (7) business days shall constitute a material breach of these terms and may result in disciplinary action, including but not limited to membership termination, for both Members following review by the TEAM Professional Standards Committee.

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

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

Signature of Consultant / Manager:



APPENDIX 3: TEAM CHARTER

A pledge by all Members of:

TEAM - The Employment Agents Movement (www.theteamnetwork.co.uk)

As Members of TEAM, recruitment and employment businesses commit to upholding the following professional standards. These principles reflect the minimum expectations clients and candidates should have when engaging with TEAM Members. Concerns about conduct should be reported to TEAM immediately.

1. No Fees to Candidates

Members will not charge candidates for work-finding services unless legally permitted.

2. Quality of Service

Members will work professionally to match client needs with suitable candidates as quickly and accurately as possible.

3. Legal Compliance

Members shall comply with all applicable UK employment and recruitment legislation, including but not limited to the Employment Agencies Act 1973, the Conduct of Employment Agencies and Employment Businesses Regulations 2003, relevant tax regulations, and competition laws. Members must maintain documented evidence of compliance.

4. Candidate Rights

Candidates will be treated fairly and their legal rights fully respected.

5. Transparency

Members must clearly communicate Terms of Business to clients and provide job details such as pay, conditions and hours to candidates.

6. Diversity and Inclusion

Members must not unlawfully discriminate against candidates and should promote inclusive workplaces.

7. Communication

Members will share relevant information and feedback with clients and candidates, subject to confidentiality obligations.

8. Ethics and Conduct

Members are expected to maintain high standards of ethics, professionalism and integrity.

9. Confidentiality

Client and candidate information will only be shared with proper consent.

10. Health and Safety

Members shall conduct and document workplace risk assessments in accordance with the Health and Safety at Work Act 1974 and communicate these assessments to candidates in writing prior to placement.

APPENDIX 4: TEAM COMPLAINTS PROCEDURE

The TEAM Professional Standards Committee (TPSC), as described in Clause 13 of the Constitution, aims to assist in resolving disputes between Members and to address complaints from the public concerning a TEAM Member. While TEAM may make determinations that affect a Member's continued membership, such decisions are contractual in nature and do not affect any statutory rights or legal remedies available to the parties under UK law. Should resolution not be achieved, parties may need to refer the matter to the relevant external authority based on their contractual or legal relationship.

1. Complaints Against Members

1.1 Initial Contact

All complaints should be submitted in writing to TEAM Head Office (TEAM HO). Acknowledgement will be sent to the complainant within fourteen (14) business days of receipt, and will include confirmation of next steps in the complaints process.

1.2 Third Party Involvement

If either party has engaged legal or other third-party advisors, TEAM's dispute resolution process shall only proceed if: (1) all such engagements are formally suspended; (2) written confirmation of such suspension is provided to TEAM; and (3) both parties acknowledge in writing that TEAM's process is without prejudice to their legal rights. If these conditions are not met, TEAM shall withdraw from the matter and direct parties to pursue independent resolution through appropriate channels.

1.3 Informal Resolution

If 1.2 does not apply, TEAM HO will encourage both parties to resolve the issue directly in accordance with this Procedure.

1.4 Formal Submission

If no resolution is achieved, the complainant must submit the full complaint in writing, with supporting evidence. TEAM will not accept complaints relating to incidents that occurred more than six (6) months prior to the date of complaint submission, unless there are exceptional circumstances as determined by the TPSC in its sole discretion. This will be shared with the Member(s) concerned, who must respond in writing within fourteen (14) business days. If the complainant objects to the complaint being shared, TEAM will be unable to act further and will close the case.

1.5 Investigation by the TPSC

All documents will be referred to the TPSC. If the TPSC, by simple majority vote, determines there has been a breach of the TEAM Constitution or Code of Cooperation, TEAM shall communicate its detailed findings and recommendations in writing to both parties within fourteen (14) business days of the determination. Recommendations may include: (a) specific remedial actions with defined timelines for completion; (b) referral to TEAM Directors for disciplinary proceedings; or (c) other appropriate measures. Potential disciplinary outcomes include formal reprimand, temporary suspension of membership privileges, or permanent termination of membership. Any disciplinary action shall be proportionate to the breach and implemented in accordance with principles of natural justice and TEAM's constitutional procedures.

1.6 External Jurisdiction

Where complaints fall outside TEAM's remit, such as those involving non-Members, legal proceedings, or personal affairs, TEAM HO shall provide the complainant with written information regarding relevant regulatory authorities, ombudsman services or other appropriate advisory bodies for their specific case, including contact details where available.

2. Disputes Between Members

2.1 Direct Resolution

Members should first attempt to resolve disputes themselves in a professional and constructive manner.

2.2 Mediation by TEAM

If unresolved after direct negotiation attempts, and both parties agree to TEAM's involvement, each party must submit a detailed written summary of the dispute to the TEAM Managing Director (MD) within fourteen (14) business days of agreeing to TEAM's involvement. Such summary must include all relevant documentation and proposed resolution terms. TEAM HO will initially assist in mediating. If unsuccessful, the matter will be passed to the TPSC, who will act as a neutral body to help reach agreement. If either party fails to engage within fourteen (14) business days, or if no resolution is achieved within forty-five (45) business days of TEAM's involvement, TEAM shall withdraw from the process and provide written notice to all parties, documenting the reason for withdrawal and any recommendations for alternative dispute resolution methods.

2.3 Exclusions

This procedure does not apply to:

- (i) Complaints involving breaches of the Constitution or Code of Cooperation (which fall under section 1);
- (ii) Disputes involving non-Members;
- (iii) Matters that constitute or may become legal proceedings;
- (iv) Disputes concerning the personal affairs of Members.