

## Ways to get onto Oneserve's PSL for permanent or temporary employment of staff:

1. Be patient, polite and respectful of our business. Continued and unsolicited contact will result in the offending agency being barred from acceptance on our PSL and action under the GDPR will be sought.
2. Agents must research about Oneserve before contacting us:
  - a. What our business is;
  - b. How many staff we employ;
  - c. How often we have vacancies and what type they are;
  - d. View the website for current vacancies.

If there are no live vacancies, do not send speculative CVs unless we have explicitly provided written guidance that we will accept them for specific roles. Accept "no" if that is the answer.

3. Only enquire about vacancies and the progress of applicants through Recruitment. Do not call others in the business unless explicitly invited, in writing, to do so.
4. Be honest (using underhand tricks is not appreciated). We expect all potential candidates to have been spoken to by the agent before submission to check that they are happy for their details to be submitted to Oneserve.

Additionally, we would expect the agent to be able to fairly represent them, understanding their ability, experience and personality, to be sensibly put forward for any Oneserve vacancy.

5. Listen.
6. Accept Oneserve's terms of business to work with recruitment agents on a permanent basis or temporary assignment. These will be displayed on Oneserve's website.

## In return, Oneserve will:

Provide details of the vacancy and what Oneserve are looking for, usually with a job description, Role Profile and/or Person Specification.

Notify the agents we wish to assist with this vacancy and see if they wish to help.

Inform the agency of the recruitment process and state if any tests are involved.

Let agents know as soon as possible if a candidate has already come to our attention by another source.

Let the agents know when the vacancy has been filled within a week of written offer acceptance.

Put the vacancy on Oneserve's website (with job description if possible) and take off the website when the vacancy is no longer live.

## **Oneserve Preferred Supplier List (PSL) Terms and Conditions, from March 20th 2018 for permanent or temporary employment.**

Oneserve expects all recruitment agencies to adhere to the following terms.

Recruitment agents that submit candidate CVs or other application documentation to Oneserve will be deemed to have read and accepted these terms, which are available on our website and are circulated to all our preferred suppliers from time to time.

These terms are effective from 20th March 2018 and supersede all previously agreed terms and conditions of business in respect of recruitment practices, whether written, oral or implied.

Any application documentation submitted before the effective date of 20th March 2018 will continue on previous terms agreed between Oneserve and the recruitment agent.

We offer all new agencies onto the Preferred Supplier List a four-week trial in order to establish whether a working relationship is possible going forward.

Once an agency is on the Preferred Supplier List, the preference will continue for a year and the relationship will be reviewed annually.

All aspects of an agency's recruitment are covered by these Terms and Conditions. For example if they are able to help with several different types of vacancy that Oneserve may have (Technical, Development, Marketing and Sales), then different representatives of that agency may be asked to assist Oneserve with its permanent vacancies or temporary assignments; each of which, would be deemed as bound by these Terms and Conditions.

### **1. Submission of candidates**

- 1.1 All candidate applications must be submitted to the Recruitment team at [recruitment@Oneserve.co.uk](mailto:recruitment@Oneserve.co.uk) for logging/tracking purposes and to ensure conflicts between recruitment agencies are minimised.
- 1.2 CVs not received by the Recruitment team will not be considered as formal introductions to the Oneserve, including any direct approaches to individuals in the firm. Recruitment agencies must identify which vacancy they are submitting a candidate for.
- 1.3 If any recruitment agency subsequently submits the same candidate for a different vacancy, this will constitute a new introduction.
- 1.4 CVs or other application documentation received on a speculative basis will not be considered unless prior written consent has been provided by the Recruitment team for specific roles.
- 1.5 Recruitment agents must not submit the CV or other application documentation of any candidate without their prior consent. Recruitment consultancies should brief candidates fully on the vacancy before submitting their CV or other application documentation to Oneserve.
- 1.6 Any agent on the PSL who is found to have submitted applicants without their permission will be barred from the PSL.
- 1.7 Recruitment agents should interview candidates on a face-to-face basis, or comprehensively over the telephone, before submitting their CV or other application documentation to Oneserve.

- 1.8 Recruitment agents should endeavour to ensure that each candidate is a close match with the requirements outlined in the job or assignment specification.
- 1.9 Recruitment agents must confirm that each candidate whose details they submit has the experience, training, qualifications and any authorisation which Oneserve considers necessary or which are required by law or by any professional body for the relevant appointment.
- 1.10 Oneserve accepts responsibility for obtaining references and will carry out reasonable pre-employment checks (in addition to those carried out by the recruitment agent) for all permanent appointments.
- 1.11 Recruitment consultancies that submit candidates whose services will be supplied on a temporary basis via the recruitment consultancy must supply references, including a reference from at least one recent previous employer (in the last year), and carry out all other pre-employment checks themselves, including the validity to work in the UK.

## **2. Enquiries and on-going communication**

- 2.1 Oneserve accepts responsibility for obtaining references and will carry out reasonable pre-employment checks (in addition to those carried out by the recruitment agent) for all permanent appointments.
- 2.2 Recruitment agencies should direct all enquiries, requests for feedback and details of candidate feedback, reference requests etc. to the Recruitment team through "recruitment@oneserve.co.uk". This will ensure all queries are progressed as quickly as possible and feedback is provided promptly.
- 2.3 If a recruitment consultant needs a more detailed brief, the Recruitment team will be happy to facilitate this. The Recruitment team's role is to place suitable, well-briefed candidates to vacant positions or assignments as quickly and as seamlessly as possible.
- 2.4 It is Oneserve's policy to provide feedback to candidates where requested. This includes providing feedback to a recruitment consultancy or direct to the candidate, whichever is deemed more appropriate by Oneserve.

## **3. Introductions**

- 3.1 If Oneserve invites the recruitment agency to set up a meeting with a candidate they have sent details on, this will constitute an introduction.
- 3.2 An Introduction will start at the point in which Oneserve instructs the agency in line with Clause 3.1
- 3.3 If Oneserve receives a direct application from a candidate to anyone in the firm before receiving details of the same candidate from any recruitment agent or other source, Oneserve will consider the direct approach from the candidate in preference.
- 3.4 If Oneserve receives application documentation in respect of the same candidate from more than one recruitment agency or other source, Oneserve will accept the candidate from whichever source sent the application documentation first, provided that it was sent with the candidate's prior consent and it was sent to the Recruitment team or recruitment@Oneserve.co.uk.
- 3.5 If it is not easily identifiable which source first introduced the candidate, it will be the candidate's choice as to which recruitment consultancy or other source they wish to represent them.

- 3.6 Notwithstanding the above, if any dispute arises between any recruitment consultancy and another recruitment consultancy or other source as to which of them first introduced a particular candidate, Oneserve will expect the parties concerned to, and the parties concerned shall, resolve the issue between them.
- 3.7 Candidates will be deemed introduced by agencies for a period of six months from the original introduction only, after which point we will not recognise any exclusivity, i.e. if a candidate whom has been previously introduced to us and not progressed, is subsequently introduced by another agency, after six months, we will consider the last agency to be the introducer.

#### **4. Interviews**

- 4.1 Agents should only inform candidates of the location, time and interviewers in relation to an interview.
- 4.2 For the avoidance of doubt, no information should be passed on to a candidate about the questions that might be asked, the nature of the interview and the contents of any technical tests (whether specifically or in detail), nor should details about what we might be looking for be detailed.
- 4.3 The candidates should not be prepared by the agent in anyway, as it hinders our ability to make a raw assessment. Oneserve makes a point of giving honest and detailed feedback to candidates, for their own use.
- 4.4 This detailed feedback should not be sort by an agent, nor should candidates be debriefed with a view to understanding the content or nature of the interview process. We do provide feedback directly to an agent, which is all that is required for effective service, as such detailed candidate debriefing will be construed as evidence of a desire to prepare future candidates to increase the chance of successful placement, whilst decreasing the chance of such placements being of adequate quality.
- 4.5 If Oneserve learns that an Agent has prepared a candidate or debriefed a candidate about the nature and/or questions within an interview they will be barred from the PSL, and said candidate will be rejected.
- 4.6 There is no legal commitment for Oneserve to keep an agent on a PSL, and there is no right of appeal to a decision to remove an agent, which will be done at Oneserve's sole discretion.
- 4.7 Once barred, any further communications from the Agent (including CVs) would be ignored and as such would not be bound by exclusivity.

#### **5. Equal opportunities and General Data Protection Regulations**

- 5.1 Oneserve requires all recruitment agents to comply with equal opportunities legislation in advertising and/or discussing Oneserve vacancies with candidates.
- 5.2 Recruitment consultancies will not commit any act or omission constituting unlawful discrimination or harassment of any candidate.
- 5.3 Irrelevant candidate personal details such as marital status and date of birth should be removed from CVs before submission to Oneserve.
- 5.4 Recruitment agencies are required to comply with current legislation, including the General Data Protection Regulations (GDPR) in their handling of candidate details.

- 5.5 Oneserve will require written confirmation from every candidate supplied, that we have their permission to access, process and store (for a set period, no longer than six months, when they are erased) their data, in order to process their application, in accordance with the GDPR.
- 5.6 Oneserve will treat introductions in strict confidence and will not pass information to any third party without the permission of the relevant recruitment consultancy and the candidate.

**6. Confidentiality and advertising**

- 6.1 All recruitment agencies hereby undertake that any candidate whose services are supplied to Oneserve on a temporary basis through the recruitment agency will enter into any reasonable confidentiality undertaking(s) and/or assignment(s) required by Oneserve.
- 6.2 All matters relating to Oneserve’s recruitment requirements discussed or information supplied will be deemed privileged information and should be treated as confidential.
- 6.3 Agencies are not authorised to advertise any vacancy where it would identify Oneserve as the client, unless specifically permitted to do so.

**7. Fee arrangements**

- 7.1 Fee rates must be agreed and accepted by Oneserve, by email or letter, before any candidate introduction can be accepted.
- 7.2 Fees are based only on annual remuneration (that is, not including any discretionary bonus, health care provided or relocation allowance agreed) but will include any guaranteed bonus if applicable. Oneserve do not offer company cars.
- 7.3 Any agency fees will only be accepted if they fall within the below Criteria

Salary	Agency Fee
Under £40,000 pa	10%
Over £40,000 pa	12%

**8. Invoices**

- 8.1 Successful placement invoices should be sent no earlier than a candidate’s first day of working for Oneserve, and should be sent to: Recruitment Department, Oneserve Limited, Unit 1, Tiger Moth Road, Skypark, Clyst Honiton, Exeter, EX5 2FW.
- 8.2 Oneserve will settle invoices from recruitment agencies relating to permanent appointments within 28 days of receiving the invoice or as agreed and accepted in writing otherwise.
- 8.3 Invoices relating to temporary staff will be settled within 30 days of the day the invoice is received by Oneserve.
- 8.4 In the event of conflict between these terms and any other terms and conditions, these terms will prevail unless expressly agreed otherwise in writing by Oneserve.

## 9. Rebate guarantee on permanent appointments

- 9.1 If a candidate has their employment terminated within the first six months following the discovery of fake or fraudulent representation, whether by themselves, or from the Agency, and where, according to the terms of this contract, the agency has a duty of care in their due diligence, we will consider the Introduction will be deemed null and void.
- 9.2 If a fee has already been paid, Oneserve will expect a refund of 100% of the fee. If a fee has not been paid, Oneserve would expect a full credit note to be provided.
- 9.3 If a candidate leaves, is dismissed or his/her employment is terminated within twelve weeks of commencing direct employment with Oneserve, for any other reason (other than through redundancy), the relevant recruitment consultancy will pay Oneserve, by way of a cheque or BACS payment, a rebate calculated as follows:

Termination of Employment Refund of Charges	
Week	Rebate Percentage
Week 1	100%
Week 2	90%
Week 3-4	75%
Week 5-6	50%
Week 7-8	25%
Week 9-12	10%

## 10. On-going contact with candidates

- 10.1 Oneserve will consider follow-up contact by a recruitment agent of their placed candidate at Oneserve within three months of joining and settling in good practice.
- 10.2 However, on-going contact with a view to placing that candidate elsewhere, unless the individual has specifically contacted the recruitment agent, will be deemed inappropriate conduct if within two years of the candidate's starting at Oneserve.

## 11. Review and amendment

- 11.1 The overall effectiveness and relevance of these terms will be monitored and reviewed regularly by the Recruitment team.
- 11.2 Guidance on any aspect of these terms can be obtained from any member of the Recruitment team (see address details in point 7).
- 11.3 If you have any queries with this document or Oneserve's recruitment process, please contact a member of the Recruitment team on 01392 367 367 or email [recruitment@Oneserve.co.uk](mailto:recruitment@Oneserve.co.uk)