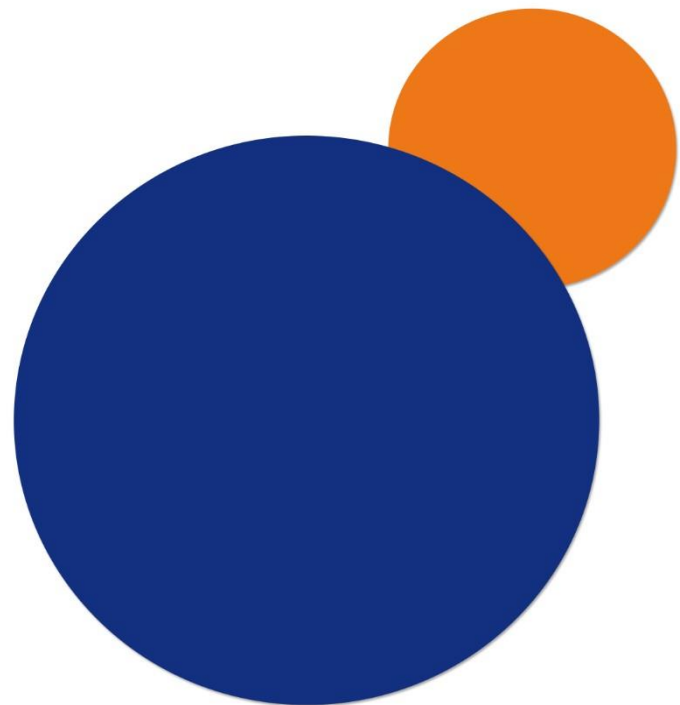


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**Code of
Conduct of
the
Association of Professional
Staffing Companies
Australia Ltd
(APSCo Australia)**

a company limited by guarantee



Preamble

Through recognising, supporting and promoting excellence within the professional recruitment market, APSCo Global Members, including those in Australia, provide other organisations, Governments and candidates with a recognised stamp of quality assurance and the knowledge that dealing with APSCo Members provides clear commercial advantage.

The aim of this Code of Conduct is to enable APSCo Global Members in Australia to demonstrate their commitment to providing the highest principles of professionalism, integrity, fair practice and ethics in dealing with employers, candidates and other contracting and recruitment firms. It is designed to enhance the operation, image and reputation of the recruitment profession and the staffing sector locally and across the globe.

The APSCo Australia Code of Conduct (“**APSCo Australia Code**”) is a key element in APSCo’s strategy to achieve its objects of:

- enhancing and promoting the professional contracting and recruitment sector
- establishing a code of conduct consistent with good practice;
- promoting the professionalism of companies and consultants in the sector;
- conducting training and educational activities for the sector;
- promoting the use of the professional contracting and recruitment sector as a partner in talent management..

The APSCo Australia Code articulates a standard of conduct that APSCo Global considers is becoming of Members in Australia and in the interests of APSCo worldwide. It does so by stating general commitments to ethical and professional practice expected of Members in Australia and, more particularly, with regard to three key relationships, namely relationships with:

- other Members;
- Workseekers; and
- Clients.

As such, conduct on the part of a Member in Australia that falls short of the standard articulated in the APSCo Australia Code is likely to be unbecoming of a Member and/or prejudicial to the interests of APSCo Global. It may therefore result in the imposition of sanctions of the type provided for by the Rules that govern APSCo Australia as an incorporated entity whether under the *Associations Incorporation Act 1981 (Vic)* or the *Corporations Act 2001 (Cth)* as the case may be. The APSCo Australia Code is not intended to operate as a complete statement of every ethical or professional obligation of an APSCo Global Member in Australia.

The APSCo Australia Code is intended to provide one framework within which the APSCo Australia Directors, APSCo Global Members, and members of the public with whom they have dealings, may have confidence that APSCo Global Members in Australia operate their professional contracting and recruitment companies in an ethical and professional manner.

In determining whether conduct of an APSCo Global Member in Australia, which has become the subject of a complaint, is prejudicial to the interests of APSCo Global or unbecoming of an APSCo Member regard must be had to the APSCo Australia Code and the [Global Code of Conduct for APSCo](#) and may also be had to any other relevant statement of ethical, moral or legal principle to which effect may lawfully be given.

General Commitments to Ethical & Professional Practice

1. (Professional & Business Conduct)

APSCo Global Members in Australia conduct themselves in professional life and operate their professional contracting and recruitment businesses and, where applicable, their relevant service supply businesses ethically and professionally so as to ensure that:

- a. they comply with the rules;
- b. their conduct is becoming of an APSCo Global Member;
- c. their conduct is not prejudicial to the interests of the APSCo Global

2. (Competence & Care)

APSCo Global Members exercise reasonable skill, care and diligence in the operation of their professional contracting and recruitment businesses and, where applicable, their relevant service supply businesses.

3. (Training & Development)

APSCo Global Members in Australia ensure that they and their staff are provided with training and development reasonably considered to be necessary to attain the standard of ethical and professional conduct articulated by the APSCo Code (s)

4. (Remedial Measures)

APSCo Global Members in Australia, upon becoming aware that their conduct does, or may, not meet the standard of conduct becoming of an APSCo Member, immediately take all reasonable steps to conform their conduct to a standard becoming of an APSCo Member.

5. (Disclosure)

APSCo Global Members in Australia, upon becoming aware of any conduct (or future conduct) of an APSCo Member that:

- a. falls short, or is likely to fall short, of the standard becoming of an APSCo Member, or
- b. is prejudicial to the interests of APSCo,

take all reasonable steps to report the conduct or circumstances to APSCo or to a proper public authority.

6. (Cooperation)

APSCo Global Members in Australia co-operate:

- a. in meeting the standard of conduct becoming of an APSCo Member;
- b. with any investigation of:

- i. a failure or suspected failure by an APSCo Member to act in a manner becoming of an APSCo Member;
- ii. any conduct or suspected conduct of an APSCo Member that is prejudicial to the interests of APSCo;
- iii. or of circumstances that may result in an APSCo Member either:
 1. failing to act in a manner becoming of an APSCo Member; or
 2. acting in a manner that is prejudicial to the interests of APSCo;
- c. by responding in a timely manner, if reasonable and practicable to do so, to any request by APSCo for data or suggestions required by APSCo for the purpose of evaluating or developing the APSCo Code(s).

7. (Confidentiality) APSCo Global Members in Australia take reasonable steps to ascertain the degree of confidentiality to be afforded to information obtained in the course of business.

8. (Honesty) APSCo Global Members in Australia are diligent to avoid conduct that is misleading or deceptive or likely to mislead or deceive.

1. Definitions

Client means a person other than a Workseeker who seeks a professional staffing service and includes a potential client;

Confidential Information includes any information that may reasonably be regarded by the person who received it or from whom it was obtained as being information that should not be used or disclosed without the permission of the person from whom it was obtained;

APSCo Member means a person who holds any category of Membership of APSCo Global that is recognised under its Rules;

Professional Contracting and Recruitment Supplier means a company that supplies a service to third parties for the recruitment, contract, on-hire, management or administration of professional talent;

Rules means the rules which govern APSCo Australia as an incorporated entity whether under the Associations Incorporation Act 1981 (Vic) or the Corporations Act 2001 (Cth) as the case may be;

Service Supply Business means a company that provides support services to companies in the Professional Contracting and Recruitment Sector

Transition means the whole or partial substitution of a Workseeker's work engagements, or registration for work engagements, with a Professional Staffing Service Supplier (an "**Outgoing Supplier**") by engagements made with another Professional Staffing Service Supplier (an "**Incoming Supplier**"), or with a Client, at the request or invitation of a Client, or in anticipation of a Client's request, invitation or requirements;

Workseeker means a person who seeks or acquires the services of an APSCo Member in order to find work in a direct or on-hired capacity, whether as an employee, independent contractor, officer or otherwise and includes a prospective Workseeker;

2. Member-Member Relationships

1. APSCo Global Members act towards each other in a manner best calculated to foster lawful, professional and harmonious relations between themselves and between themselves and APSCo.
2. Without limiting Article 2.1 of the APSCo Australia Code, APSCo Global Members in Australia do not:
 - a. without just cause:
 - i. disparage or countenance the disparagement of any Member, the professional staffing contract and recruitment sector or profession, or APSCo;
 - ii. fail to comply with any reasonable and lawful recommendation or direction made, or given, by APSCo in the investigation or conciliation of a complaint involving the Member;
 - b. knowingly or recklessly:
 - i. assist, encourage or induce a person to breach a term of a work contract or contract for the supply of services;
 - ii. collude with any person, in any manner that does or may amount to a contravention of laws which protect competition;
 - iii. make any false or misleading statement about the requirements of the APSCo Code(s) or about any APSCo Member's compliance (or non-compliance) with it;
 - c. except as required by law, divulge or allow to be divulged any Confidential Information of or relating to any Member or Members.

3. Member – Workseeker Relationships

1. APSCo Global Members in Australia deal with Workseekers ethically and professionally in the conduct of their professional staffing contract and recruitment business by:
 - a. paying due regard to their dignity and safety;
 - b. preserving their potential for career development; and
 - c. avoiding actions that may unfairly jeopardise their current work or future work opportunities.
2. Without limiting Article 3.1 of the APSCo Australia Code, APSCo Members do not:
 - a. without the Workseeker's permission, given as may be required by law, disclose the Workseeker's identity or other details:
 - i. to a Client; or
 - ii. other than as required or permitted by law.
 - b. use information about a Workseeker improperly:
 - i. for a purpose other than assisting the Workseeker to find work; or
 - ii. in a way that is contrary to the terms of the permission given by the Workseeker about the use of the information.

- c. except as required or permitted by law, divulge or allow to be divulged any Confidential Information of about a Workseeker;
- d. present a Workseeker to a Client for interview unless due authority to do so has been given by the Client;
- e. knowingly or recklessly:
 - i. make any representation or prediction to a Workseeker about the duties; probable length of the employment; hours and salary or other relevant matter of a prospective position, which:
 - 1. is false in a material respect;
 - 2. misleads or is likely to mislead the Workseeker; or
 - 3. is made without a reasonable factual basis for making it;
- f. subject a Workseeker to any material risk that may arise from a non-compliance with relevant laws, regulations or other legal requirements.
- g. unfairly or unlawfully seek:
 - i. to tie Workseekers to exclusive work, registration or representation arrangements;
 - ii. to impose upon a Workseeker, as a condition of finding or attempting to find work for a Workseeker:
 - 1. any charge for services or resources provided by the APSCo Member; or
 - 2. any requirement to use services or resources provided by or through a supplier nominated by the APSCo Member;
- h. to knowingly jeopardise any current engagement of a Workseeker to perform work.

4. Member – Client Relationships

- 1. APSCo Global Members in Australia deal with Clients ethically and professionally in the conduct of their professional staffing contract and recruitment business by:
 - a. taking reasonable steps to ensure the certainty of all aspects of their engagements by Clients to supply services;
 - b. observing all lawful duties that may fall upon them as agents of their Clients;
 - c. avoiding any conflict of duty and interest; and
 - d. preserving the independence of their professional judgment.
- 2. Without limiting Article 4.1 of the APSCo Australia Code, APSCo Members do not:
 - a. knowingly or recklessly:
 - i. make false statements of material fact;
 - ii. fail to disclose a material fact;
 - iii. make representations as to future matters without having reasonable grounds for making them;
 - b. fax or otherwise transmit Workseeker resumes or other Workseeker details to Clients without having reasonable grounds for believing that the Client has given its express or (clearly) implied consent to receive them;

c. except as required or permitted by law, divulge or allow to be divulged any Confidential Information of or relating to any Client.

5. Transition

1. An APSCo Global Member in Australia, who finds itself in a position to effect, respond to, or materially influence a Transition ensures that its involvement in the Transition is managed ethically and professionally.
2. Without limiting Article 5.1 of the APSCo Australia Code an APSCo Member:
 - a. who is an Incoming Supplier:
 - i. notifies the Outgoing Supplier of its involvement in the Transition in a timely manner;
 - ii. respects of the right of the Outgoing Supplier to notify its Workseekers, who are or may be affected by the Transition, of the circumstances giving rise to the Transition;
 - b. observes the requirements of all laws relating to privacy, confidentiality and the obtaining of permissions or consents prior to collecting or disclosing private or confidential information;
 - c. works cooperatively and in good faith with the Client and any Incoming or Outgoing Supplier:
 - i. to establish a commercially realistic timeframe within which the Transition is to be completed;
 - ii. to identify relevant statutory, contractual and other obligations to which effect may lawfully be given;
 - iii. to ensure that Workseekers, who are affected by the Transition, are provided with relevant, timely and accurate information about:
 1. the circumstances of the Transition;
 2. the impact of the Transition upon their engagements to perform, or their registrations for, work;
 3. any entitlements that might arise upon the termination or transition of their engagements to perform work;
 4. the terms and conditions on which any new or replacement work is or may be offered;
 5. the terms and conditions of any offer of registration for work that is made in connection with the Transition;
 - iv. to minimise, so far as practicable, avoidable disruption to the Client, Contractors and Workseekers and to any Incoming or Outgoing Supplier and ;
 - v. to resolve expeditiously and, where practicable through processes of voluntary dispute resolution, any dispute, question or difference arising in the course of or with respect to the Transition.