

1982 No. 253

**EMPLOYMENT****Conduct of Employment Agencies and Businesses Regulations  
(Northern Ireland) 1982***Made* . . . . . *5th August 1982**Coming into operation* . . . . . *3rd September 1982*

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The Department of Manpower Services in exercise of the powers conferred on it by Articles 6(1) and 10(1) of the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981(a) and of every other power enabling it in that behalf, after consultation, in accordance with Article 10(2) of that Order, with such bodies as appear to it to be representative of the interests concerned, hereby makes the following Regulations:

PART I  
PRELIMINARY

*Citation, commencement and interpretation*

1.—(1) These Regulations may be cited as the Conduct of Employment Agencies and Businesses Regulations (Northern Ireland) 1982 and shall come into operation on 3rd September 1982.

(2) In these Regulations—

“the Order” means the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981;

“abroad” means outside the United Kingdom;

“advertisement” includes every form of advertisement whether in a newspaper or other publication, or by an exhibition of photographs or films, or by way of sound broadcasting or television, or by means of circulars, posters, notices, signs, labels or other documents, and reference to the issue of an advertisement shall be construed accordingly;

“agent” means a person carrying on an employment agency;

“agent abroad” means a person whose services are used by an agent in arranging work abroad;

“agreed deductions” means any deductions which a worker has in writing authorised an agent to make from money received by the agent on the worker’s behalf;

“au pair” means a person who is received or is to be received into a private household under an arrangement whereby that person is to assist in the domestic work of the household in consideration of receiving hospitality and pocket money or hospitality only;

“client account” means a current or deposit account in the name of an agent at a bank in the title of which account the word “client” appears;

“contractor” means a person carrying on an employment business;

“entertainment industry” means the production and presentation of—

(a) films, television and sound broadcasts, and recordings; and

(b) plays, operas, ballets, musical and variety performances, and other similar means of entertainment whether taking place in theatres, concert halls, dance halls, clubs or any other places of public or private entertainment;

- “hirer” means a person to whom a contractor supplies workers to act for, and under the control of, that person, in any capacity;
- “outward journey” means the journey from the place of residence of a worker to the prospective place of employment;
- “performer” means an actor, singer, musician, dancer or other performer in the entertainment industry;
- “premature termination” means the termination of the employment of the worker for whatever reason, not later than ten weeks after the date of commencement of employment;
- “premises” means the premises at which the employment agency or employment business is, or the employment agency and the employment business are, as the case may be, being carried on;
- “self-employed” means employed otherwise than under a contract of service, or of apprenticeship;
- “statutory deductions” means deductions which are required by law to be made before remuneration is paid to a worker;
- “young person” means a person under the age of eighteen.

## PART II

### EMPLOYMENT AGENCIES

#### *General obligations*

2.—(1) An agent shall take all such steps as are reasonably practicable to obtain from an employer as much information about a vacancy as is necessary for the purpose of selecting a suitable worker for that vacancy, and to obtain from a worker as much information about his qualifications and experience as is necessary for the purpose of determining employment for which he is suitable.

(2) Subject to the provisions of the Order and of any enactment relating to the disclosure of information, an agent shall not disclose information relating to workers and employers except—

- (a) in the course of providing services for the purpose of finding workers employment with employers or of supplying employers with workers for employment by them, provided that information shall not be so disclosed if the worker or the employer who furnished it has so requested; or
- (b) with the written consent of the worker or employer; or
- (c) for the purpose of any legal proceedings (including arbitration).

(3) An agent shall not introduce a worker to an employer unless he has made all such enquiries as are reasonably practicable for the purpose of ascertaining that—

- (a) the worker has such qualifications as are required by law for such employment;
- (b) the employer and the worker are aware of any conditions imposed by law which must be satisfied by the worker or the employer before the worker commences the employment in question; and
- (c) the employment of the worker by the employer would not contravene any other duty or restriction imposed by law.

(4) An agent shall not make the provision of his services to a worker for finding or seeking to find him employment conditional upon the worker using other services provided by the agent for which the agent is not prevented by the Order from charging the worker a fee.

(5) An agent shall not directly, or indirectly offer or give any financial benefit or benefit in kind to a worker in order to induce, or seek to induce, him to use the services of the agent for the purpose of finding him or seeking to find him employment.

(6) Where a worker is in employment and the agent has previously received a fee for introducing him to that employment, the agent shall not make, or cause to be made, any approach to that worker to offer services to find him new employment, unless the present employer of the worker has agreed to such an approach being made.

#### *Advertisements and business letters*

3.—(1) An agent shall, in every advertisement issued by him or on his behalf, mention in easily legible characters—

- (a) the full name and address of the employment agency and, if the name does not disclose that fact, that it is an employment agency;
- (b) where the advertisement is to be published outside Northern Ireland, that the employment agency is licensed in Northern Ireland; and
- (c) in the case of a circular, the number of the current licence relating to the premises from which the circular is sent.

(2) Where an agent issues an advertisement in which he offers the service of providing information about vacancies or opportunities for employment but he has no authority from an employer to find workers for such employment, he shall state that fact in the advertisement.

(3) An agent shall take all such steps as are reasonably practicable to ensure that in every advertisement relating to employment in the United Kingdom, which he issues for publication outside the United Kingdom, there is contained a statement that it is the responsibility of the worker to make enquiries from a representative of the United Kingdom Government about any relevant immigration requirements, and that there are stated any other conditions which must by law be satisfied by a worker entering the employment in question.

(4) An agent shall keep a copy of every advertisement which he issues, or causes to be issued, from the premises and a copy of every advertisement issued from other premises on his behalf which includes information about vacancies, or, as the case may be, workers, available through the employment agency carried on at the first-mentioned premises, and such a copy shall be kept for a period of one year from the date on which the advertisement was issued.

(5) An agent shall, in every business letter which he sends, or which is sent on his behalf, mention in easily legible characters—

- (a) the full name and address of the employment agency and, if the name does not disclose that fact, that it is an employment agency; and
- (b) the number of the current licence relating to the premises from which the business letter is sent.

#### *Fees*

4.—(1) Except in such cases or classes of case as may be prescribed by the Department under Article 7(1) of the Order, (that is to say, in cases in which an agent charges a fee to a worker for finding or seeking to find employment for him), an agent shall, immediately upon receipt of a request from an employer to find him a worker, or on making an approach to an employer offering to find him a worker, provide the employer with a written statement for his retention, containing details of the agent's current terms of business set out in easily legible characters (except where the employer has already received such a statement).

(2) The written statement required under paragraph (1) shall include the following details—

- (a) the scale of fees;
- (b) the circumstances, if any, in which rebates are payable to employers, the scale of such rebates, and if no rebate is payable in any circumstances, a statement to that effect.

(3) In a case or class of case prescribed by the Department under Article 7(1) of the Order, the agent shall, before providing a worker with a service of finding or seeking to find him employment, provide the worker with a written statement for his retention containing details of the agent's current terms of business, including the scale of fees, set out in easily legible characters (except where the worker has already received such a statement).

(4) An agent shall keep the Department informed in writing of his current terms of business with employers and, in such cases or classes of case prescribed by the Department under Article 7(1) of the Order, with workers.

(5) An agent shall, before providing to a worker any service of the employment agency other than the service of finding or seeking to find him employment, for which he proposes to charge a fee, provide the worker with a written statement for his retention which shall include the following details set out in easily legible characters—

- (a) the amount of the fee;
- (b) the services for which the fee is charged;
- (c) any circumstances in which part of the fee paid as a deposit or otherwise is, or is not, returnable.

#### *Young persons*

5.—(1) An agent shall not arrange employment for a young person who, at the time the employment is arranged, is normally resident in the United Kingdom, and the proposed employment is at a place outside the United Kingdom or is normally resident outside the United Kingdom, and the proposed employment is in the United Kingdom, unless—

- (a) the previous written consent to such employment has been signed by, and obtained directly from, the parent or guardian of the young person; and
- (b) the agent has made all such enquiries as are reasonably practicable to ensure that—
  - (i) suitable accommodation at a price appropriate to the wages to be paid to the young person has been arranged for, and is acceptable to him; and
  - (ii) the young person has a return ticket from the place of employment to his normal place of residence, or a written undertaking has been obtained from a suitable person that the amount of the return fare will be paid or loaned by him in the event of the non-commencement, the premature termination, or the completion of a fixed term, of employment.

(2) If the person from whom a written undertaking has been obtained under paragraph (1)(b)(ii) does not comply with the undertaking, the agent shall loan the return fare to the young person on request by him.

(3) This Regulation shall not apply to young persons to whom section 25 of the Children and Young Persons Act 1933(a), section 42 of the Children and Young Persons Act 1963(b) or sections 40 to 43 of the Children and Young Persons Act (Northern Ireland) 1968(c), apply.

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(a) 1933 c. 12  
 (b) 1963 c. 37  
 (c) 1968 c. 34 (N.I.)

*Employment outside the United Kingdom and of workers from outside the United Kingdom*

6.—(1) Where an agent arranges employment in a place outside the United Kingdom, he shall not arrange to use an agent abroad to act for him in that connection unless he has obtained a written statement through the services of a lawyer on the list of the British Consul or from some other trustworthy person that the agent abroad is not prohibited by the law in that place from so acting and is suitable so to act.

(2) The agent shall keep any written statement obtained under paragraph (1) for a period of not less than one year from the date on which the agent ceases to use the services of the agent abroad.

(3) Where an agent arranges employment in the United Kingdom, other than employment as a performer, for a worker who is resident outside the United Kingdom, the agent shall, subject to paragraph (4)—

(a) obtain two character references in respect of the worker from suitable persons (not being relatives of the worker) who are, if possible, resident or based in the vicinity of the worker's normal place of residence, and

(b) make such references available to the employer before he enters into a contract of employment with the worker.

(4) If the agent is unable to obtain the references required under paragraph (3) in the time available before the employment is due to commence, he shall inform the employer accordingly.

(5) An agent shall not arrange for the employment of a worker at a place outside the United Kingdom with an employer who has no establishment in the United Kingdom unless he has obtained a written statement through the services of a lawyer on the list of the British Consul or from some other trustworthy person that, in the opinion of the person giving the statement, the proposed employment will not be detrimental to the interests of the worker.

(6) An agent shall keep a written statement obtained under paragraph (5) for a period of not less than one year from the date on which the employment commences.

(7) An agent shall not arrange employment—

(a) for a worker on the basis that the fare, or part of the fare, for his outward journey is to be loaned to the worker by the agent or the employer, if—

(i) either the rate fixed for the repayment of such loan together with interest exceeds one eighth of the worker's weekly pay; or

(ii) the total sum to be repaid exceeds three weeks' pay in the prospective employment; or

(b) for an au pair where the au pair is to be required to repay the employer or the agent the fare for the outward journey out of pocket money payable by the employer.

(8) Subject to paragraph (9), an agent shall in the case of every worker for whom he arranges employment at a place outside the United Kingdom, and in the case of every worker who is resident outside the United Kingdom and for whom he arranges employment in the United Kingdom—

(a) ensure that, so far as is reasonably practicable, before the departure of the worker, both he and the employer receive written statements giving, as the case may require, full details of the employment or full details of the worker, including the particulars specified in Part I or Part II of Schedule 1, and shall take all such steps as are reasonably practicable to ensure that such statements are in a language understood by the recipient; and

(b) keep a copy of every written statement which he provides under sub-paragraph (a) for a period of one year from the date on which the statement was sent to the worker or the employer as the case may be.

(9) Paragraph (8) shall not apply where the employment is for a fixed period of less than 14 days, and the worker is required to start work not more than 7 days after the receipt by the agent of the employer's requirements.

(10) For the purpose of this Regulation "weekly pay" means the basic pay, or as the case may require, the average weekly earnings, stated in the particulars specified in Part I of Schedule 1, except that where board and lodging is to be provided free of charge by the employer "weekly pay" for the purpose of calculating the total sum to be repaid under paragraph (7)(a) may include a reasonable sum attributable to the cost to the employer of providing such board and lodging.

(11) Paragraphs (5), (7) and (8) shall not apply to young persons to whom section 25 of the Children and Young Persons Act 1933, or section 42 of the Children and Young Persons Act 1963 applies.

#### *Safeguarding clients' money*

7.—(1) An agent who receives money (in cash or otherwise) on behalf of a worker client shall, not later than 10 days after receipt, pay such money, after making any statutory or agreed deductions, to the worker concerned, unless that worker has previously requested otherwise in writing:

Provided that in the case of the receipt of a cheque drawn outside the United Kingdom on a bank, or a branch of a bank, which is outside the United Kingdom, the agent shall pay the cheque into his bank account or into a client account, as appropriate, not later than 7 days after receipt, and shall pay the proceeds of the cheque to the worker, after making any such deductions as are referred to above, not later than 7 days after the clearance of the cheque, unless the worker has previously requested otherwise in writing.

(2) Where an agent has received a written request from a worker client to hold money received from an employer on behalf of the worker, the agent shall, immediately on receipt of the money, pay the money into a client account operated in accordance with Schedule 2.

(3) An agent who receives money on behalf of a worker under a contract, the terms of which he has been authorised by both employer and worker to settle, shall ensure that the terms of the contract are expressed, in writing, in one document and that copies of it are supplied to both employer and worker, and a further copy of that document shall be kept by the agent for a period of not less than one year from the date of the contract.

(4) Where the contract referred to in paragraph (3) is expressed in a language which is not understood by the recipient the agent shall take all such steps as are reasonably practicable to ensure that the employer or the worker, as the case may require, is supplied with a translation of the contract in a language understood by him.

#### *Records*

8.—(1) Subject to the provisions of paragraph (3), an agent shall keep records in respect of the agency carried on at the premises relating to all applications which are received from—

- (a) employers seeking workers; and
- (b) workers seeking employment;

and such records shall include, as the case may require, the particulars specified in Schedule 3 or Schedule 4.

(2) The records required under paragraph (1) shall be kept, separately for each agency carried on by an agent, for a period of not less than one year from the date of engagement or, where no engagement results, from the date the application is cancelled.

(3) This Regulation shall not apply to applications on which the agent takes no action.

## PART III

## EMPLOYMENT BUSINESSES

*Obligations in respect of hirers*

9.—(1) A contractor shall, before entering into a contract with a hirer to supply him with a worker, ensure that the hirer has been informed of the current terms of business of the contractor including—

- (a) the procedure to be followed if a worker supplied to the hirer proves unsatisfactory;
- (b) details of any fee payable by the hirer where a worker supplied terminates his contract with the contractor and enters direct employment with the hirer;
- (c) whether workers supplied to the hirer are to be—
  - (i) employed under contracts of service with the contractor; or
  - (ii) self-employed; or
  - (iii) in some cases, employed under contracts of service with the contractor and, in others, self-employed.

(2) A contractor shall—

- (a) provide the hirer with written confirmation of his terms of business, set out in easily legible characters, not later than 24 hours after the first worker to be supplied has commenced work with the hirer; and
- (b) send to the hirer without delay written confirmation of any new terms of business introduced after the contractor has confirmed his terms of business as required under sub-paragraph (a).

(3) Where the terms of business of a contractor show that workers supplied to the hirer may, in some cases, be employed under contracts of service with the contractor and in others be self-employed, the contractor shall, if possible before any self-employed worker is supplied to the hirer and in any case not later than 24 hours after any self-employed worker has been supplied, send to the hirer written notification that the worker is self-employed.

(4) A contractor shall keep the Department informed in writing of his current terms of business with hirers.

(5) A contractor shall take all such steps as are reasonably practicable to obtain from a hirer as much information about the work for which a worker is to be supplied as is necessary for the purpose of selecting a suitable worker to do that work.

(6) A contractor shall not supply to a hirer a worker who, at any time during the period of six months before the date on which he is to be supplied to a hirer, has been an employee of that hirer, unless the written consent of the hirer has been obtained to the supply of the worker.

(7) A contractor shall not supply workers to a hirer to perform the duties of employees who are in industrial dispute with that hirer.

*Obligations in respect of workers*

10.—(1) A contractor shall not supply a worker to do work for a hirer unless he has made all such enquiries as are reasonably practicable to ascertain that—

- (a) the worker has such qualifications as persons doing that work are required by law to have; and
- (b) the doing of such work by the worker would not contravene any requirement, prohibition, duty or restriction imposed by law.

(2) A contractor shall, before supplying a worker to a hirer, ensure that the worker is provided with all the information which has been supplied to or which is known to

the contractor regarding the nature of the business of the hirer, the kind of work which the worker is to do, the hours of work and the rate of pay applicable to that work.

(3) A contractor shall, on entering into a contract with a worker who is to be supplied to a hirer, provide the worker with a written statement containing full details of the terms and conditions of employment of the worker including—

- (a) whether the worker is employed by the contractor under a contract of service or as a self-employed worker;
- (b) the kind of work which the worker may be supplied to a hirer to do; and
- (c) the minimum rates of pay applicable to such work, and details of any expenses payable.

(4) If, after a worker has received a written statement as required under paragraph (3), he agrees to any changes in his terms and conditions of employment, the contractor shall, without delay, provide the worker with a new written statement incorporating those changes.

(5) A contractor shall keep a copy of every written statement which he provides to a worker under this Regulation and such a copy shall be kept for a period of not less than one year from the date on which it was provided.

(6) A contractor shall not make the payment of remuneration to a worker in his employment conditional on the receipt of payment from the hirer for the supply of that worker.

(7) A contractor shall not place on a worker any prohibition or restriction which is calculated to deter the worker from terminating his contract with the contractor and taking up direct employment with a hirer to whom he has been supplied.

(8) A contractor shall not make, or cause to be made, any approach to a worker who is in employment to induce, or seek to induce that worker to enter into a contract with him for the purpose of supplying him to a hirer.

#### *Advertisements and business letters*

**11.—**(1) A contractor shall, in every advertisement issued by him or on his behalf, mention in easily legible characters—

- (a) the full name and address of the employment business and, if the name does not disclose that fact, that it is an employment business;
- (b) in the case of an advertisement to be published outside Northern Ireland, that the employment business is licensed in Northern Ireland; and
- (c) in the case of a circular, the number of the current licence relating to the premises from which the circular is sent.

(2) A contractor shall, in every advertisement issued by him or on his behalf for workers who are to be supplied to hirers, and in which rates of pay are given, state—

- (a) the nature of the work;
- (b) the particular location at which the worker would be required to work; and
- (c) the minimum qualifications which the worker would be required to have, in order to receive the given rates of pay.

(3) Where a contractor issues an advertisement for workers who are to be supplied to hirers only on the basis that they are to be self-employed, he shall state that fact in the advertisement.

(4) A contractor shall keep a copy of every advertisement which he issues, or causes to be issued from the premises and a copy of every advertisement issued from other premises on his behalf which includes information about work available through the business carried on at the first-mentioned premises, and such a copy shall be kept for a period of not less than one year from the date on which the advertisement was issued.

(5) A contractor shall, in every business letter which he sends or which is sent on his behalf, mention in easily legible characters—

- (a) the full name and address of the employment business and, if the name does not disclose that fact, that it is an employment business; and
- (b) the number of the current licence relating to the premises from which the business letter is sent.

#### *Work outside the United Kingdom*

12.—(1) A contractor shall not supply a worker to work at a place outside the United Kingdom with a hirer who has no establishment in the United Kingdom unless he has obtained a written statement through the services of a lawyer on the list of the British Consul or from some other trustworthy person that, in the opinion of the person giving the statement, the proposed work will not be detrimental to the interests of the worker.

(2) A contractor shall keep any written statement obtained under paragraph (1) for a period of not less than one year from the date on which the worker is supplied to the hirer.

(3) A contractor shall not supply a worker to work at a place outside the United Kingdom with a hirer unless he makes arrangements to pay the return fare of the worker from the place of work to his normal place of residence in the event of the non-commencement or termination of the work, or he obtains a written undertaking from the hirer that he will pay the return fare.

(4) The contractor shall pay the return fare if the hirer does not comply with the undertaking obtained under paragraph (3).

(5) A contractor shall ensure that so far as is reasonably practicable, before the departure of every worker whom he supplies to work outside the United Kingdom for a hirer, both the worker and the hirer shall receive written statements giving, as the case may require, full details of the work or full details of the worker, and including in the case of the worker the particulars specified in Schedule 5.

(6) A contractor shall keep a copy of every written statement which he provides under paragraph (5) for a period of one year from the date on which the statement was sent to the worker or the hirer as the case may be.

(7) This Regulation shall not apply to young persons to whom section 25 of the Children and Young Persons Act 1933 or section 42 of the Children and Young Persons Act 1963 applies.

#### *Records*

13.—(1) Subject to paragraph (3), a contractor shall keep records in respect of the business carried on at the premises relating to all applications received from hirers to be supplied with workers and such records shall include the particulars specified in Schedule 6.

(2) The records required under paragraph (1) shall be kept, separately for each business carried on by a contractor, for a period of not less than one year from the date on which a contract to supply workers is fulfilled or otherwise terminated.

(3) This Regulation shall not apply to an application from a hirer where no workers have been supplied to him, and the application is cancelled.

Sealed with the Official Seal of the Department of Manpower Services for Northern Ireland on 5th August 1982.

(L.S.)

*Margaret L. Johnston*

Assistant Secretary

## SCHEDULE 1

Regulation 6

## PART I

## PARTICULARS TO BE INCLUDED BY THE AGENT IN THE STATEMENT PROVIDED TO THE WORKER

1. Precise nature of employment.
2. Whether accommodation is to be provided or arranged for the worker by the employer or the agent and, if it is, full details of such accommodation, including any cost to the worker.
3. If the worker is to be employed in private domestic service or is to be an au pair, details of the employer's family, including accommodation, nationality and religion (if any), the age and sex of any children, and details of any other domestic staff employed.
4. Any risks to the health or safety of the worker known to the agent to be inherent in the employment.
5. A statement that it is the responsibility of the worker, where the employment is in the United Kingdom, to make enquiries of a representative of the United Kingdom Government about any relevant immigration requirements, or, where the employment is abroad, of a representative of the country concerned in the United Kingdom.
6. The commencement date, and duration, or likely duration of the employment.
7. Basic pay (or in the case of an au pair, pocket money) or, where there is no basic pay, the average earnings of the worker, disregarding any payments referred to in paragraph 8, and the method of calculating those earnings. Where Regulation 6(7)(a) applies the pay or earnings should be expressed in relation to a week.
8. Overtime payments, bonus, commission or similar payments.
9. The intervals at which pay is to be received and information about any statutory deductions.
10. The hours of work or, in the case of an au pair, the hours of free time.
11. The length of notice which the worker will be obliged to give, and entitled to receive, to terminate his contract of employment.
12. The estimated date of departure (where appropriate).
13. Details of any travel arrangements to take up the employment in question including—
  - (a) who is to be responsible for paying the fare for the outward journey;
  - (b) if money is to be loaned to the worker for the purpose of paying the fare for the outward journey the amount so loaned and details of terms of repayment;
  - (c) who will be responsible for paying the return fare of the worker on the expiry of a fixed term of employment;
  - (d) in the case of a young person, who will be responsible for paying or loaning the return fare in the event of the non-commencement or premature termination of the employment.

## PART II

## PARTICULARS TO BE INCLUDED IN THE STATEMENT PROVIDED TO THE EMPLOYER

14. If the worker is to be employed in private domestic service or is to be an au pair, the religion (if any) of the worker, and the name and address of his next of kin or in the case of a young person the name and address of a parent or guardian.
15. Where money is to be loaned by the employer to the worker to pay the worker's fare the amount so loaned and details of the terms of repayment.

## SCHEDULE 2

## Regulation 7

## OPERATION OF CLIENT ACCOUNT

*Interpretation*

In this Schedule—

“client’s money” means money received by an agent on behalf of a client but does not include money to which the agent is solely entitled;

“client” means any person on whose behalf an agent receives client’s money.

1. An agent may keep one client account or as many such accounts as he thinks fit.
2. There may be paid into a client account:
  - (a) client’s money;
  - (b) such money belonging to the agent as may be necessary for the purpose of opening or maintaining the account;
  - (c) money to replace any sum which for any reason may have been drawn from the account in contravention of paragraph 6(2); and
  - (d) a cheque or draft received by the agent the proceeds of which he is entitled to split under paragraph 3(b) but which he does not split.
3. Where an agent receives a cheque or draft which includes client’s money:
  - (a) he may where practicable split the proceeds of such cheque or draft and, if he does so, he shall deal with each part thereof as if he had received a separate cheque or draft in respect of that part; or
  - (b) if he does not split the proceeds of the cheque or draft, he shall pay it into a client account.
4. No money, other than money which under Regulation 7(2) or this Schedule an agent is required or permitted to pay into a client account, shall be paid into a client account, and it shall be the duty of an agent into whose client account any money has been paid in contravention of this paragraph, to withdraw the same without delay on discovery.
5. There may be drawn from a client account:
  - (a) in the case of client’s money:
    - (i) money properly required for a payment to or on behalf of the client;
    - (ii) money properly required for or towards payment of a debt due to the agent from the client or in reimbursement of money expended by the agent on behalf of the client;
    - (iii) money properly required to pay statutory or agreed deductions;
    - (iv) money properly required for or towards payment of the agent’s fees where there has been delivered to the client a written statement of the amount of the fees and it has thereby or otherwise in writing been made clear to the client that money held for him is being or will be applied towards or in satisfaction of such fees; and
    - (v) money which is thereby transferred into another client account;
  - (b) such money, not being money to which sub-paragraph (a) applies, as may have been paid into the account under paragraph 2(b) or 3(b); and
  - (c) money which for any reason may have been paid into the account in contravention of paragraph 4 of this Schedule:

Provided that in any case under sub-paragraph (a) the money so drawn shall not exceed the total of the money held for the time being in such account on account of such client.

6.—(1) No money drawn from a client account under paragraph 5(a)(ii) or (iv) or under paragraph 5(b) or (c) shall be drawn except by—

- (a) a cheque drawn in favour of the agent; or
  - (b) a transfer to a bank account in the name of the agent not being a client account.
- (2) No money other than money permitted by paragraph 5 to be drawn from a client account shall be so drawn.

7.—(1) Every agent shall at all times keep properly written up such accounts as may be necessary—

- (a) to show all his dealings with:
  - (i) client's money received, held or paid by him; and
  - (ii) any other money dealt with by him through a client account; and
- (b)(i) to show separately in respect of each client all money of the categories specified in sub-paragraph (a) which is received, held or paid by him on account of that client; and
  - (ii) to distinguish all money of the said categories received, held or paid by him, from any other money received, held or paid by him.
- (2)(a) All dealings referred to in sub-paragraph (1)(a) shall be recorded as may be appropriate—
  - (i)(a) either in a clients' cash book, or a clients' column of a cash book; or
  - (b) in a record of sums transferred from the ledger account of one client to that of another; and in addition—
    - (ii) in a clients' ledger, or a clients' column of a ledger;

and no other dealings shall be recorded in such clients' cash book and ledger, or, as the case may be, in such clients' columns.

- (b) All dealings of the agent relating to his business as an agent other than those referred to in sub-paragraph (1)(a) shall be recorded in such (if any) other cash book and ledger or such (if any) other columns of a cash book and ledger as the agent may maintain.

(3) In addition to the books, ledgers and records referred to in sub-paragraph (2), every agent shall keep a record of all written statements of fees delivered or made by the agent to his clients, and such a record shall be contained in a file of copies of such statements.

(4) In this Schedule the expressions "accounts", "books", "ledgers", and "records" shall be deemed to include loose-leaf books and such cards or other permanent documents or records as are necessary for the operation of any system of book-keeping, mechanical or otherwise.

(5) An agent shall preserve for at least six years from the date of the last entry therein all accounts, books, ledgers and records kept by him under this paragraph.

## SCHEDULE 3

## Regulation 8

## PARTICULARS TO BE INCLUDED BY THE AGENT IN RECORDS RELATING TO APPLICATIONS FROM EMPLOYERS

1. Date of receipt of application.
2. Reference number relating to that application.
3. Name and address of employer and (if different) the location of the job.
4. Nature of employment.
5. Duration or likely duration of employment.
6. Qualifications requested by the employer and any other specific qualifications or conditions attaching to the job.
7. Pay and other terms offered.
8. Date(s) employer provided with written statement(s) of terms of business.
9. Date(s) of issue of advertisement(s) relating to the employment offered.
10. Names and reference numbers of workers introduced.
11. Record of enquiries made to ensure that there are no legal restrictions on the employment, and that employer and worker are aware of any conditions relating to the employment.
12. Record of any resulting engagement with date from which the engagement is to take effect.
13. Date application is cancelled (where appropriate).
14. Record of date request for fee sent, invoice number, the amount of the fee, and where rebate applicable in the event of early termination, the date of termination and the amount and date of payment of rebate.
15. Record of enquiries as to suitability of accommodation provided or arranged by the employer including any charge to the worker (Regulation 5(1)(b)(i) (where appropriate)).
16. The following particulars of information received under Regulation 6 (where appropriate):
  - (a) name of any agent abroad (Regulation 6(1));
  - (b) date copies of character references passed to employer (Regulation 6(3));
  - (c) amount of fare loaned by the employer to the worker and rate of repayment (Regulation 6(7)).
  - (d) date written statement sent to employer (Regulation 6(8)).
17. Date copy contract sent to employer (Regulation 7(3) [and 4] (where appropriate)).
18. Copy of written consent (Regulation 2(2) (where appropriate)).

## SCHEDULE 4

Regulation 8

## PARTICULARS TO BE INCLUDED BY THE AGENT IN RECORDS RELATING TO APPLICATIONS FROM WORKERS

1. Date of receipt of application.
2. Reference number relating to that application.
3. Name, address, age, sex, nationality (and date of birth if under eighteen) of the worker.
4. Nature of employment sought.
5. Qualifications and experience.
6. Any conditions to be fulfilled by the worker before employment can be taken up.
7. Pay and other terms desired.
8. Dates worker provided with written statements of terms of business (where appropriate).
9. Dates of advertisements issued by the agent relating to the availability of the worker concerned.
10. Names and reference numbers of employers to whom worker is introduced.
11. Record of any resulting engagement, and date from which engagement is to take effect.
12. Date application is cancelled (where appropriate).
13. Name of present employer and name of person who gave agreement and dates (Regulation 2(6) (where appropriate)).
14. Record of date request for fee (or, where fees deducted by the agent from money received by the agent, statement of fees so deducted) sent, invoice number, amount of the fee together with a copy of any statement given under Regulation 4(5).
15. The following particulars of information received under Regulation 5 (where appropriate):
  - (a) date written consent of parent or guardian received and copy of it (Regulation 5(1)(a));
  - (b) record of enquiries as to suitability of accommodation (Regulation 5(1)(b)(i));
  - (c) record of return fare arrangements (Regulation 5(1)(b)(ii)).
16. The following particulars of information received (where appropriate):
  - (a) record of application for character references (Regulation 6(3)) together with copies of the references;
  - (b) amount of fare loaned to the worker and rate of repayment (Regulation 6(7));
  - (c) date written statement sent to worker and copy of it (Regulation 6(8));
  - (d) date copy contract sent to worker (Regulation 7(3) and (4));
  - (e) copy of written consent (Regulation 2(2)).

SCHEDULE 5

Regulation 12

PARTICULARS TO BE INCLUDED BY THE CONTRACTOR IN THE STATEMENT PROVIDED TO THE WORKER

1. The arrangements for payment of remuneration, allowances or expenses.
2. Information about the amount of any statutory deductions or the method of calculating such deductions.
3. The duration, or likely duration, of the work.
4. Whether accommodation is to be provided for the worker by the hirer, or arranged for him by the contractor and, if it is, full details of such accommodation, including any cost to the worker.
5. Details of travel arrangements to take up the work.
6. Details of arrangements made to enable the worker to return home (Regulation 12(3)).

## SCHEDULE 6.

Regulation 13

## PARTICULARS TO BE INCLUDED BY THE CONTRACTOR IN RECORDS RELATING TO APPLICATIONS FROM HIRERS

1. Date of receipt of application.
2. Reference number relating to the application.
3. Name and address of the hirer and (if different) the location of the work.
4. Nature of the business of the hirer.
5. Nature of the work.
6. Hours of work.
7. Qualifications requested by the hirer and any other qualifications or conditions attaching to the work.
8. Date(s) hirer provided with written statement(s) of terms of business.
9. Date(s) hirer provided with written notification (Regulation 9(3)).
10. Record of enquiries made in accordance with Regulation 10(1).
11. Date(s) of issue of advertisements relating to the work offered.
12. Whether accommodation is to be provided by the hirer, and if it is, full details of such accommodation, including any cost to the worker.
13. Date written statement sent to hirer, (Regulation 12(5)).
14. Names of workers supplied to the hirer and the dates of period of hire.

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**EXPLANATORY NOTE**

*(This note is not part of the Regulations.)*

These Regulations impose duties on persons carrying on employment agencies and employment businesses in order to secure that such agencies and businesses are properly conducted, and to protect the interests of persons using their services.

Part II imposes duties on employment agents. In addition to complying with general obligations and requirements concerning the keeping of records and the content of advertisements, agents are required to notify their clients of their terms of business. Duties are also imposed on agents who arrange employment for young persons, for workers coming to the United Kingdom to work or for workers going to work abroad, and on agents who receive money on behalf of worker clients.

Part III imposes duties on persons carrying on employment businesses. Such persons are required to comply with general obligations (including the notification to their clients of their terms of business) and requirements concerning the keeping of records and the content of advertisements. Duties are also imposed on such persons who supply workers to work abroad.

The Schedules to the Regulations contain the particulars to be included in statements provided to clients, the particulars to be included in records, and the method of operation of client accounts.