



Building Services Engineering  
**EMPLOYMENT AGENCY ALLIANCE**

**Arrangements for  
the Establishment  
and Management of  
the Alliance**



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**EMPLOYMENT AGENCY ALLIANCE**

Administered by **HVCA**

# **Building Services Engineering Employment Agency Alliance – Arrangements for the Establishment and Management of the Alliance**

## **Terms Used in this Document**

**Alliance:** the Building Services Engineering Employment Agency Alliance;

**Employment Agency:** A business which supplies personnel and personnel recruitment/procurement services to building services engineering contractors, including, but not limited to those undertaking electrical, plumbing, heating, ventilating, air conditioning and refrigeration contracting and other associated activities such as building management systems controls, commissioning, and service and maintenance. (Employment Agencies, commonly known in the Building Services Engineering Industry as "Labour Agencies", are sometimes more correctly described as "Employment Businesses". "Employment Agency" is the term used throughout this document to refer to such businesses);

**Independent audit(ing) of employment agencies:** the process which takes place every three years to demonstrate whether an employment agency has established, or, in the case of a second or subsequent audit, has maintained compliance with the Alliance's *Key Commitments*;

**Annual compliance inspection:** the process which takes place annually to establish that an Alliance member is maintaining its compliance with the Alliance's *Key Commitments*, and which may take place at the Alliance member's head office or branch, as determined by the independent auditor;

**Independent auditor appointed on behalf of the Alliance:** the organisation responsible for undertaking independent auditing of Alliance members and applicants for membership and for undertaking annual compliance inspections, to ensure Alliance members and applicants comply with the Alliance's *Key Commitments*. The audit of an Alliance member or applicant for membership is undertaken by an assessor working on behalf of the independent auditor;

**Alliance's *Key Commitments*:** a set of industry-relevant standards (set out in a separate document) which have been developed as the basis for membership of the Alliance and which are used by the independent auditor appointed on behalf of the Alliance to determine whether an Alliance member or applicant complies with the standards set down as the basis of Alliance membership;

**Establishing association:** the employers' association responsible for establishing the Alliance. This is the Heating and Ventilating Contractors' Association;

**Relevant associations:** the establishing association and other similar bodies which may join the Alliance after its establishment;

**Alliance Secretariat:** the arrangements agreed by the establishing association for the provision of a range of secretarial and administrative support duties in respect of the day-to-day management of the Alliance's business.

## **1. The Building Services Engineering Employment Agency Alliance**

*This section of the document describes the Alliance, its aims and objectives, and how it will be organised.*

### **The Building Services Engineering Employment Agency Alliance**

**1.1** The Building Services Engineering Employment Agency Alliance ("the Alliance") has been established by the Heating and Ventilating Contractors' Association (HVCA), which is referred to elsewhere in this document as the "establishing association".

### **Alliance Membership Categories**

**1.2** The Alliance shall have two categories of membership:

- (a) individual employment agencies which can demonstrate, to the satisfaction of the independent auditor appointed on behalf of the Alliance, compliance with the *Key Commitments* developed by the Alliance as the basis for Alliance membership and which meet the other conditions for membership described elsewhere in this document; and
- (b) trade associations/employers' organisations, representing the interests of contractors in the building services engineering industry.

**1.3** For the purposes of **1.2(b)** above, the establishing association shall be a member of the Alliance.

**1.4** As far as individual employment agencies are concerned, membership of the Alliance is confirmed by issue of a membership certificate after:

- (a) confirmation has been received by the Alliance Secretariat from the independent auditor that the employment agency concerned has demonstrated that it is conducting its business in accordance with the Alliance's *Key Commitments*; and
- (b) payment of the due subscription and the independent audit fee.

**1.5** It is expected that trade associations/employers' organisations other than the establishing association may seek to become members of the Alliance in due course.

**1.6** The trade associations/employers' organisations entitled to membership of the Alliance shall be those generally recognised as being representative of contractors in the building services engineering industry, or a specialist part of it.

**1.7** For the purposes of paragraphs **1.5-1.6**, a trade association/employers' organisation other than the establishing association seeking to apply for membership of the Alliance after its establishment shall:

- (a) agree to pay on an annual basis in respect of its membership a reasonable financial contribution towards the running costs of the Alliance, to be agreed between the applicant trade association/employers' organisation and the establishing association, before the applicant trade association's/employers' organisation's membership can be approved; and
- (b) be required to have its application for membership approved by the Alliance Organising Committee or the Alliance Executive Committee, as the case may be.

### **Aims and Objectives of the Alliance**

**1.8** The principal aim of the Alliance shall be to provide a forum for industry dialogue concerning a range of industry manpower matters between (i) the relevant associations; (ii) employment agencies; and (iii) through the associations, contractors.

**1.9** The employment agencies in membership of the Alliance and the relevant associations have a shared interest in a range of industry manpower matters. The Alliance will address matters related to the quality of the work people employment agencies supply to client contractors, and health and safety as it affects such people, and will aim to set and enforce standards in these respects. In more general terms, the Alliance will consider standards of employment fairness and how employment agencies can contribute to the industry's training effort.

### **Purposes of Independent Auditing of Alliance Members**

**1.10** The purposes of the independent auditing of Alliance members, and associated annual compliance visits, are:

- (a) to establish that employment agencies in membership of the Alliance are sound, properly regulated businesses, committed to serving the best interests of the building services engineering contracting industry;
- (b) to demonstrate that employment agencies in membership of the Alliance adopt in their business practices standards which are capable of reassuring clients of

employment agencies and the users of the work people they supply that they are reputable and trustworthy business partners; and

- (c) to demonstrate to the individual work people placed by employment agencies in membership of the Alliance at clients' workplaces that they adopt defined standards of employment fairness.

### **Alliance Secretariat**

**1.11** The establishing association will provide and take responsibility for a Secretariat ("the Alliance Secretariat") to provide administrative support to the Alliance. In the event the establishing association is no longer prepared to continue to take responsibility for providing the Alliance Secretariat, and always provided that the arrangements put in place are agreed by the Alliance Organising Committee or the Alliance Executive Committee, it may be agreed by either such Committee that responsibility for providing the Alliance Secretariat may:

- (a) pass to one of the other relevant associations (if any);
- (b) be shared between any of the relevant associations;
- (c) pass to one of the individual employment agencies in membership of the Alliance;
- (d) be shared between a number of the individual employment agencies in membership of the Alliance; or
- (e) be covered by a combination of these approaches.

The role of the Alliance Secretariat is described in paragraphs **1.32-1.35**.

### **Alliance Meetings and Structure of the Alliance**

#### Alliance Organising Committee; and Transitional Arrangements

**1.12** An Alliance Organising Committee shall be established. It shall have the aim of overseeing the establishment of the Alliance and inaugurating its basic systems and procedures. It shall have the same make-up and balance of membership as outlined in paragraphs **1.15-1.21** and shall have the same powers and responsibilities as outlined in paragraph **1.23** in respect of the Alliance Executive Committee, except that the individual members of the Alliance Organising Committee shall all be nominated by the establishing association.

**1.13** The Alliance Organising Committee shall continue in existence for the first eighteen months from the formal launch date of the Alliance, following which time it shall hand over the normal running of the Alliance's business to the Executive Committee (as described below), provided that by then it will have been established. On

handing over to the Alliance Executive Committee, the Alliance Organising Committee shall be disbanded.

### Annual Alliance Meeting

**1.14** There shall be a meeting of the Alliance, which all Alliance members will be entitled to attend, once a year. During the first year of the Alliance, the timing of this meeting will be decided by the Alliance Organising Committee.

### Alliance Executive Committee

#### *(i) Executive Committee Membership Structure*

**1.15** The Alliance shall establish an Executive Committee with equal numbers of not more than five each of:

- (a) representatives of eligible employment agency members; and
- (b) representatives drawn from the membership of one or more of the trade associations/employers' organisations comprising the membership of the Alliance.

**1.16** The establishing association shall additionally nominate one member of its staff to attend, as a member, meetings of the Alliance Organising Committee and of the Alliance Executive Committee.

#### *(ii) Conditions for Eligibility to serve as an Executive Committee Member*

**1.17** For the purposes of paragraph **1.15(a)** above, Alliance members may be nominated to serve on the Executive Committee by any employment agency member of the Alliance, always provided that the nomination is supported by at least three other employment agency members of the Alliance and that those so nominated and supported shall be required to be elected in secret ballot by members attending the Annual Alliance Meeting.

**1.18** For the purposes of paragraph **1.17**, if there are insufficient nominations for all five of the places on the Executive Committee, the appointment of the individuals concerned shall be automatic, irrespective of the number of employment agency members which support the nomination.

**1.19** Executive Committee members as described at paragraph **1.15(a)** above shall be eligible to serve on the Executive Committee for a period of no longer than two years, after which they will be eligible for re-nomination and re-election in accordance with the procedure described above.

**1.20** For the purposes of paragraph **1.15(b)** above, Executive Committee members shall be nominated by the relevant Associations.

**1.21** For the purposes of paragraph **1.15**, to be eligible to act as a member of the Executive Committee, representatives should be a Director of, or be in the paid employment of: (i) an Alliance employment agency member; or (ii) a contractor in membership of one of the relevant Associations.

*(iii) Executive Committee's Powers and Responsibilities*

**1.22** On being handed responsibility for the running of the Alliance by the Alliance Organising Committee, the Alliance Executive Committee shall be the principal forum at which debate about the range of manpower matters mentioned at paragraphs **1.8-1.9** shall take place.

**1.23** In particular, the Executive Committee will:

- (a) ensure the interests of Alliance members are fully reviewed and represented and that any issues put forward by Alliance members will be fully considered;
- (b) review the operation and effectiveness of the Alliance's independent auditing process and annual compliance visits undertaken by the auditor appointed on behalf of the Alliance;
- (c) review, maintain and, as necessary, update the Alliance's *Key Commitments* to ensure their continuing relevance;
- (d) receive reports from the Alliance Secretariat on all relevant administrative and financial matters;
- (e) review the effectiveness and continuing relevance to the Alliance of the arrangements set out in this document;
- (f) develop an action plan on behalf of the Alliance; and
- (g) be responsible for the expulsion of Alliance members for: (i) non-payment of audit fees and/or membership subscriptions; and (ii) any of the disciplinary matters mentioned at paragraph **2.25** (subject to the arrangements described at paragraphs **2.26-2.31**).

*(iv) Frequency of Executive Committee Meetings*

**1.24** The Executive Committee shall normally meet three times a year.

(v) *Executive Committee Quorum*

**1.25** For meetings of the Executive Committee to be quorate, not less than half those Executive Committee members mentioned at paragraph **1.15(a)** and not less than half those Executive Committee members mentioned at paragraph **1.15(b)** must be in attendance. If a meeting is not quorate, any recommendations determined by the Executive Committee will not be effective unless and until endorsed by a subsequent quorate meeting of the Committee.

(vi) *Appointment of Independent Chairman*

**1.26** In the first instance, the establishing association shall appoint an independent Inaugural Chairman, who shall serve both as Chairman of the Alliance and of the Alliance Organising Committee for a period of not less than eighteen months. Thereafter, the arrangements for the appointment of an independent Chairman of the Alliance shall be as described in the following paragraph.

**1.27** The Executive Committee may appoint, following a vote by the members of that Committee, an independent Chairman, who may be the Inaugural Chairman, who will serve both as Chairman of the Alliance and of the Alliance Executive Committee for a period of not more than three years.

**1.28** The independent Chairman will be eligible for re-appointment on one subsequent occasion for a further term of not more than three years.

(vii) *Conduct of Executive Committee Business*

**1.29** The Executive Committee shall aim to conduct its business and reach decisions and resolutions on the basis of consensus between Committee members, without having recourse to voting. This means that the parties should come to meetings without preconceived ideas, ready to listen to and to debate the issues, and prepared to be persuaded.

**1.30** Consistent with the principles at paragraph **1.29**, the independent Chairman has the responsibility to aid the Executive Committee conduct its business and reach its decisions and conclusions on the basis of consensus. If, however, the Chairman deems that a vote is necessary, this will be by a show of hands of those members described in paragraphs **1.15(a) and (b)** and **1.16**. The independent Chairman shall not have a vote, except in the event of equality of voting, when he shall have a casting vote.

*Ad hoc Working Parties*

**1.31** The Executive Committee will be able to establish working parties from time to time to address particular matters of business identified on the Alliance's action plan – and they may meet as and when required.

## **The Alliance Secretariat**

**1.32** The establishing association will arrange for an Alliance Secretariat to provide administrative support to the Alliance.

**1.33** The Secretariat shall be responsible for:

- (a) day-to-day liaison with the Alliance Chairman about the business of the Alliance, the Alliance Organising Committee and the Alliance Executive Committee;
- (b) providing secretarial support for the Alliance, the Alliance Organising Committee and the Alliance Executive Committee;
- (c) appointing on behalf of the Alliance an appropriate auditor to undertake the independent auditing of, and compliance visits to, employment agencies against the Alliance's statement of *Key Commitments*;
- (d) record keeping and administration associated with processing Alliance membership applications;
- (e) invoicing and collection of Alliance subscriptions;
- (f) assisting the Alliance, the Alliance Organising Committee and the Alliance Executive Committee in reviewing the effectiveness and continuing relevance of the *Key Commitments* and in the development of standards and other relevant documents, as appropriate;
- (g) assisting the Alliance, the Alliance Organising Committee and the Alliance Executive Committee in identifying a suitable independent Chairman; and
- (h) monitoring, management and control of the Alliance's income and expenditure budget.

**1.34** The secretarial support referred to at paragraph **1.33** above will comprise:

- (a) the convening of meetings;
- (b) preparation of meeting agendas;
- (c) preparation and publication of meeting minutes;
- (d) co-ordination, as appropriate, of follow-up actions, including liaison with specialist departments within the relevant Associations, in relation to advice or action sought by the Alliance and/or the Alliance Organising Committee and the Alliance Executive Committee; and

- (e) reporting back to Alliance, Alliance Organising Committee and/or Alliance Executive Committee members accordingly.

**1.35** The Alliance Secretary shall attend meetings of the Alliance, of the Alliance Organising Committee and of the Alliance Executive Committee in an *ex officio* capacity, without a voting right.

## **2. Alliance Membership: Employment Agencies and the Alliance’s Key Commitments**

*This section of the document describes what an employment agency needs to do to become an Alliance member and what happens if it fails to demonstrate compliance with the Key Commitments for Alliance membership.*

### **Independent Auditing of Employment Agencies**

**2.1** Members of the Alliance – and applicants for membership – must demonstrate to the satisfaction of the independent auditor appointed on behalf of the Alliance compliance with the Alliance’s *Key Commitments* which form the basis for membership of the Alliance. This process of establishing whether an employment agency is compliant with the Alliance’s *Key Commitments* is referred to as “independent auditing”.

**2.2** Upon completion of the independent audit, the individual assessor responsible for carrying out the audit reports the outcome in each case to the independent auditor appointed on behalf of the Alliance. This report states whether the Alliance member or applicant for membership complies with the Alliance’s *Key Commitments*. The independent auditor will then inform the Alliance Secretariat as to whether or not the member/applicant has met the membership criteria set out in the *Key Commitments* – and, therefore, whether the employment agency concerned should be accepted into membership of the Alliance, or, as the case may be, have its existing membership re-confirmed.

### **Frequency of Independent Auditing**

**2.3** Applicants for membership of the Alliance shall undergo independent auditing as described above in order to establish whether they comply with the *Key Commitments* in order to become Alliance members.

**2.4** In order to maintain their eligibility for membership of the Alliance, Alliance members shall undergo independent auditing as described above every three years. Where practicable, this will take place on the anniversary date of the first audit.

## **Annual Compliance Inspections**

**2.5** In each year between the independent audits as described above, Alliance members shall additionally undergo a shorter compliance inspection also undertaken on behalf of the independent auditor. The purpose of these annual compliance inspections is to ensure that the Alliance member continues to run its business in accordance with the Alliance's *Key Commitments*. Such compliance inspections will be timed to take place as closely as possible to the first and second anniversary of an Alliance member's previous three-yearly independent audit.

## **Compliance**

**2.6** The Alliance will issue successful employment agencies – which satisfy the three-yearly independent audit and the annual compliance inspection from the independent inspector – with an annual membership certificate. This will confirm to their client contractors that they have demonstrated (and, as the case may be, have maintained) compliance with the Alliance's *Key Commitments*.

## **Non-Compliance**

**2.7** In the case of non-compliance (either as the result of a three-yearly independent audit or as the result of an annual compliance inspection), the independent auditor will inform the Alliance applicant/member and the Alliance Secretariat of the precise nature of the non-compliance.

**2.8** Depending on the severity of the matter, the independent auditor may ask for confirmation of appropriate remedial action to be taken, as follows:

- (a) In the event of a major non-compliance, the Alliance member or applicant will have four weeks within which to provide evidence to the satisfaction of the independent auditor that the non-compliance has been appropriately rectified; and
- (b) In the event of a minor non-compliance, the Alliance member or applicant will have eight weeks within which to provide evidence to the satisfaction of the independent auditor that the non-compliance has been appropriately rectified.

**2.9** Whether a non-compliance is judged by the independent auditor to be major or minor will depend on the extent to which the matters identified are likely to affect the quality of the individual workers supplied by the employment agency or concern their health and safety at work, or on the number of non-compliances.

**2.10** If the independent auditor does not receive within the timescales indicated at paragraph **2.8** acceptable confirmation that the identified non-compliance(s) has/have been satisfactorily rectified, (i) the applicant will not be accepted into membership of the Alliance, or – if an existing member – the employment agency's membership will be

suspended; and (ii) the Alliance member or applicant for membership will be invited to submit to being re-audited or, as the case may be, to a repeat compliance inspection.

**2.11** Any such re-audit or repeat compliance inspection will be at the expense of the Alliance member or applicant for membership concerned, and will, in any event, not take place until:

- (a) six calendar months have elapsed following the date of the three-yearly independent audit or annual compliance inspection which identified the non-compliance(s) in the first place; and
- (b) the Alliance member or the applicant for membership concerned has provided prior evidence that the previously identified non-compliance has been satisfactorily rectified.

### **Appeals Procedure in relation to Matters arising from Independent Auditing**

**2.12** Differences about the outcome of the independent auditor's report (whether as the result of a three-yearly independent audit or as the result of an annual compliance inspection) will, in the first instance, be a matter for resolution between the Alliance member or applicant for membership and the independent auditor.

**2.13** In the event that agreement is not reached, Alliance members or applicants for membership will be entitled to make representations to the Alliance Executive Committee. A final right of appeal in relation to matters specifically arising out of the independent auditing process or annual compliance inspection as it may have affected an individual Alliance member or applicant for membership is to an arbitrator appointed by the Chartered Institute of Arbitrators, provided that notice of any such appeal shall be given to the Alliance Secretariat in writing within 28 days from the date given on the auditor's report in question. The appellant employment agency shall be liable for the arbitrator's fee and expenses. The arbitrator's decision shall be final and binding as between the independent auditor and the Alliance member or applicant for membership.

### **Payment for Independent Auditing**

**2.14** An employment agency applying to become an Alliance member shall pay upon application a non-refundable fee for its first three-yearly independent audit. The fee shall include the assessor's reasonable expenses, and shall be subject to VAT, as appropriate.

**2.15** The non-refundable fees (including the assessor's reasonable expenses and VAT, as appropriate) for subsequent three-yearly audits shall be paid in advance by the employment agency as they fall due.

**2.16** Employment agencies will also be required to pay the non-refundable fee (including the assessor's reasonable expenses and VAT, as appropriate) for any re-audit or repeat compliance inspection where this is necessary – either because of:

- (a) identified non-compliance(s) which is/are not rectified within the timescales indicated above, resulting in the failure of the employment agency concerned to establish its eligibility for Alliance membership; or
- (b) the failure of appropriate personnel from the employment agency concerned to be in attendance at the time and date of the three-yearly audit visit or annual compliance inspection notified by the auditor; or
- (c) the employment agency concerned has failed to give the required five clear working days' notice of its wish to cancel or postpone a three-yearly audit visit or annual compliance inspection that has been previously notified.

**2.17** Employment agencies will also be required to pay, in addition to the Alliance's annual membership subscription, the non-refundable fees (including the assessor's reasonable expenses and VAT, as appropriate) for the annual compliance inspections to be undertaken in the intervals between the three-yearly independent audits.

### **Membership Certificates**

**2.18** Membership of the Alliance is confirmed by issue of an annual membership certificate.

**2.19** Membership certificates are issued, subject to satisfying the conditions of membership as described throughout this document, upon payment of the Alliance's annual membership subscription and the relevant audit fee.

### **Membership Subscriptions**

**2.20** Employment agencies which are Alliance members shall pay an annual subscription in respect of their membership of the Alliance.

**2.21** The level of the subscription during the first two years of the Alliance's operation shall be determined by the establishing Association.

**2.22** Thereafter, the level of subscription shall be determined by the Alliance Executive Committee, taking account of recommendations from the Secretariat, which shall in turn take due account of the Alliance's financial position from time to time.

**2.23** Subscriptions shall be used to meet all costs reasonably incurred in connection with the operation of the Alliance, as authorised by either the Alliance Organising Committee or the Alliance Executive Committee.

## **Discipline of Alliance Members**

**2.24** The Alliance Organising Committee or the Alliance Executive Committee shall be entitled to expel or suspend any Alliance member which fails to pay its annual subscription and/or independent audit fees.

**2.25** Any Alliance member which is reasonably suspected of:

- (a) failing materially to comply with the Alliance's *Key Commitments* or provides information which is false or deliberately misleading in relation to the requirements of the *Key Commitments*;
- (b) failing materially to observe any obligations of membership of the Alliance set out in this document; or
- (c) bringing the Alliance into disrepute

– may, after investigation, be liable to disciplinary proceedings. Any such proceedings will be executed by an Alliance Disciplinary Panel, which may be established by and act on behalf of the Alliance Organising Committee or the Alliance Executive Committee, and shall have the power to impose an appropriate penalty up to and including expulsion of the Alliance member concerned from membership.

**2.26** The membership of any such Disciplinary Panel shall comprise:

- (a) one member of the Alliance Organising Committee or of the Alliance Executive Committee drawn from the category of membership described in paragraph **1.15 (a)**;
- (b) one member of the Alliance Organising Committee or of the Alliance Executive Committee drawn from the category of membership described in paragraph **1.15 (b)**; and
- (c) the Alliance member mentioned at paragraph **1.16**.

**2.27** The Alliance Secretariat shall provide appropriate support to the Disciplinary Panel, including attendance at meetings of the Disciplinary Panel, but the Alliance Secretary shall not be a member of it.

**2.28** Alliance members which may be subject to disciplinary action as described under paragraphs **2.25-2.26** shall not unreasonably withhold their co-operation from the investigations or the proceedings of the Disciplinary Panel.

**2.29** Any Alliance member against which a disciplinary penalty is imposed under paragraph **2.25** shall have the right of appeal to an Appeals Panel, comprising members of the Alliance Organising Committee or the Alliance Executive Committee, as follows:

- (a) the independent Chairman of the Alliance;
- (b) two members of the Alliance Organising Committee or of the Alliance Executive Committee drawn from the category of membership described in paragraph **1.15(a)**, but different members from those involved in the Disciplinary Panel;
- (c) two members of the Alliance Organising Committee or of the Alliance Executive Committee drawn from the category of membership described in paragraph **1.15(b)**, but different members from those involved in the Disciplinary Panel; and
- (d) the Alliance member mentioned at paragraph **1.16**, but a different representative from the person involved in the Disciplinary Panel.

**2.30** The Alliance Secretariat shall provide appropriate support to the Appeals Panel, including attendance at meetings of the Appeals Panel, but the Alliance Secretary shall not be a member of it.

**2.31** The Appeals Panel's decision shall be final and binding.

#### ***Changing the Arrangements for the Establishment and Management of the Alliance***

**2.32** The *Arrangements for the Establishment and Management of the Alliance* set out in this document may be amended, following decision at the Alliance Organising Committee or at the Alliance Executive Committee, as the case may be, always provided such rule changes are approved by:

- (a) a two-thirds majority of Alliance members attending the annual meeting of the Alliance; and
- (b) the establishing association, which will not unreasonably withhold its agreement to such proposals.

**2.33** For the purposes of paragraph **2.32**, each employment agency attending an annual meeting of the Alliance shall be entitled to one vote, regardless of the number of representatives of that agency in attendance at the meeting.

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