

## **CUSTOMER SERVICE POLICY**

Delaney Browne Appointments is a member of the Recruitment and Employment Confederation (REC) and adheres to their Code of Professional Practice.

### **Customer Service Policy Statement**

At Delaney Browne Appointments we endeavour to provide you with the best possible service at all times. If you would like to make any comments, suggestions, raise a query or make a complaint about the service you have received, please contact us - our contact details are set out below. We will respond to your query within three to five **working days**.

This policy will be kept up to date, to reflect changes in the nature and size of the business. To ensure this, the policy and its effectiveness will be reviewed annually.

### **Courtesy**

All recruitment consultants will be trained in customer service standards; will exhibit customer friendly service skills; and be knowledgeable, professional and courteous in meeting the needs of our customers.

### **Communication**

Delaney Browne Appointments will return all phone calls and emails received from clients and registered candidates and applications in respect of specific vacancies within agreed timescales. Where we are unable to meet this agreement we will inform you of this as soon as possible and agree a new deadline.

### **Consistency**

As part of our commitment to upholding professional standards, we will review our policies annually to ensure that they continue to meet business needs and the Recruitment and Employment Confederation's Code of Professional Practice; and that they are consistently applied to all our customers.

### **Complaints**

Delaney Browne Appointments seeks fair, just and prompt solutions when possible to any complaints and appeals. All such issues should be directed to the Managing Director in the first instance, where they will be acknowledged and directed to the attention of the appropriate person. A complaints process is in place for any disputes; copies are available from our offices or on [www.delaneybrowne.co.uk](http://www.delaneybrowne.co.uk).

### **Access to Information**

We comply fully with the provisions of the Data Protection Act 1998. Any personal or confidential information held by us about a client or work seeker is fully accessible to that person or body for review or editing by contacting the Managing Director.

## **Reduce Bureaucracy**

Wherever possible, without compromising our legal requirements and professional standards we strive to reduce the burden of unnecessary paperwork.

## **How to Contact Us**

### **Delaney Browne Appointments**

**Davidson House, Forbury Square, Reading, Berkshire RG1 3EU**

**Email: [recruit@delaneybrowne.co.uk](mailto:recruit@delaneybrowne.co.uk)**

**Telephone: 0118 959 2043**

## **EQUAL OPPORTUNITIES AND DIVERSITY POLICY**

### **1. GENERAL**

- 1.1. Delaney Browne Appointments embraces diversity and will seek to promote the benefits of diversity in all of our business activities. We will seek to develop a business culture that reflects that belief. We will seek to widen the media in which we recruit to ensure as diverse an employee and candidate base as possible. We will strive to make sure that our clients meet their own diversity targets.

Delaney Browne Appointments is committed to diversity and will promote diversity for all employees, workers and applicants and shall adhere to such a policy at all times. We will review on an on-going basis all aspects of recruitment to avoid unlawful or undesirable discrimination. Delaney Browne Appointments will treat everyone equally irrespective of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a Trade Union or spent convictions, and places an obligation upon all staff to respect and act in accordance with the policy. Delaney Browne Appointments is committed to providing training for its entire staff in equal opportunities practice. Delaney Browne Appointments shall avoid stipulating any unnecessary requirements which would exclude a higher proportion of a particular gender, sexual orientation, age, religion or racial group or which would exclude disabled job applicants; and will avoid prescribing any requirements as to marital or civil partnership status.

- 1.2. Delaney Browne Appointments shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Delaney Browne Appointments will ensure that each candidate is assessed only in accordance with the candidate's merits, qualifications and abilities to perform the relevant duties required by the particular vacancy.
- 1.3. Delaney Browne Appointments will not accept instructions from clients that indicate an intention to discriminate unlawfully.

## **2. DISCRIMINATION**

Unlawful discrimination occurs in the following circumstances:

### **2.1. Direct discrimination**

Direct discrimination occurs where one individual treats or would treat another individual less favourably because of sex, sexual orientation, gender reassignment, marital or civil partnership, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs (“the protected categories”).

It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of a protected category:

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or deliberately omitting to provide any of its services;
- in the way it provides any of its services.

Direct discrimination would also occur if a recruitment consultancy accepted and acted upon a job registration from an employer which states that certain persons are unacceptable due to a protected category, unless one of the exceptions applies, for instance, the job demands a genuine occupational requirement or in the case of age, the discrimination can be lawfully justified.

### **2.2. Indirect Discrimination**

Indirect discrimination occurs where an agency or employer applies a provision, criterion or practice generally, which disadvantages a minority group in the community on the basis of a protected category.

Indirect discrimination would also occur if a recruitment consultant accepted and acted upon an indirectly discriminatory instruction from an employer.

If the vacancy requires characteristics which amount to a genuine occupational requirement or the instruction is lawfully discriminatory due to a statutory exception or objective justification, Delaney Browne Appointments will not deal further with the vacancy unless the client provides written confirmation of such genuine occupational requirement, exception or justification.

### **2.3. DISABLED PERSONS**

#### **2.3.1. Discrimination**

Direct discrimination against a person occurs where, a person is treated less favourably because of disability, either their own disability or because someone they are associated with has a disability.

Indirect discriminations occurs when a practice, criterion or provision which cannot be objectively justified is applied to everyone but results in person with a disability being placed at a disadvantage.

Disability arising from discrimination occurs when a person is treated unfavourably because of something arising in connection with their disability.

### **2.3.2. Duty to make reasonable adjustments and to provide auxiliary aids and services**

This is a similar protection to indirect discrimination in the other protected categories.

Where a provision, criterion or practice applied by or on behalf of an employer, or any physical feature of the employer's premises, places a disabled person at a substantial disadvantage in comparison with persons who are not disabled, it will be the duty of an employer to take such steps as are reasonable, in all the circumstances of the case, to remove the provision, criterion, practice or physical feature.

Agencies must take reasonable steps to provide auxiliary aids or services if this would make it easier for the disabled person to use their services. For instance, an appropriate auxiliary aid or service can include the provision of information on audiotape or provision of a sign language interpreter.

Delaney Browne Appointments will not discriminate against a disabled person on the grounds of disability:

- in the arrangements i.e. application form, interview or arrangements for selection for determining to whom a job should be offered; or
- in the terms on which employment or engagement of temporary workers is offered; or
- by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
- by subjecting him or her to any other detriment (detriment will include refusal of training or transfer, demotion, reduction of wage, or harassment).

Delaney Browne Appointments will accordingly make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

Wherever possible Delaney Browne Appointments will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and workers. However, this may not always be feasible, due to circumstances creating such difficulties as to render such adjustments as being beyond what is reasonable in all the circumstances.

### **3. AGE DISCRIMINATION**

Delaney Browne Appointments will not discriminate directly or indirectly, harass or victimise any person on the grounds of their age. We will encourage clients not to include any age criteria in job specifications and every attempt will be made to persuade clients to recruit on the basis of competence and skills and not age.

Delaney Browne Appointments is committed to recruiting and retaining employees whose skills, experience, and attitude are suitable for the requirements of the various positions regardless of age.

No age requirements will be stated in any job advertisements on behalf of the company.

Delaney Browne Appointments will request age as part of its recruitment process but such information will not be used as selection, training or promotion criteria or in any detrimental way and is only for compilation of personal data, which the company holds on all employees and workers and as part of its equal opportunities monitoring process.

### **4. PART-TIME WORKERS**

This Diversity Policy also covers the treatment of those employees and workers who work on a part-time basis. Delaney Browne Appointments recognises that it is an essential part of this policy that part time employees are treated on the same terms, with no detriment, as full time employees (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. Delaney Browne Appointments also recognises that part time employees must be treated the same as full time employees in relation to training and redundancy situations.

### **5. HARASSMENT POLICY**

- 5.1. Delaney Browne Appointments is committed to providing a work environment free from unlawful harassment on grounds of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or any other basis protected by legislation is unlawful and will not be tolerated by Delaney Browne Appointments.
- 5.2. This policy prohibits unlawful harassment by any employee or worker of Delaney Browne Appointments.
- 5.3. Examples of prohibited harassment are:

- 5.3.1. verbal or written conduct containing derogatory jokes or comments;
  - 5.3.2. slurs or unwanted sexual advances;
  - 5.3.3. visual conduct such as derogatory or sexually orientated posters;
  - 5.3.4. photographs, cartoons, drawings or gestures which some may find offensive;
  - 5.3.5. physical conduct such as assault, unwanted touching, or any interference because of sex, race or any other protected category basis;
  - 5.3.6. Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favours;
  - 5.3.7. Retaliation for having reported or threatened to report harassment.
- 5.4. If you believe that you have been unlawfully harassed, you should make an immediate report to the Managing Director followed by a written complaint as soon as possible after the incident. Your complaint should include:
- Details of the incident
  - Name(s) of the individual(s) involved
  - Name(s) of any witness(es)
- 5.5. Delaney Browne Appointments will undertake a thorough investigation of the allegations. If it is concluded that unlawful harassment has occurred, remedial action will be taken.
- 5.6. Any employee(s) who Delaney Browne Appointments finds to be responsible for unlawful harassment will be subject to the disciplinary procedure and any sanction may include termination. [A person who discriminates or harasses may be personally liable for payment of compensation to the person offended, in addition to any compensation payable by Delaney Browne Appointments. There is no statutory cap on the amount of compensation which may be awarded in discrimination cases. Under the Criminal Justice Act 1994, harassment became a criminal offence, punishable by a fine of up to £5,000 and/or a prison term of up to 6 months. Under the Protection from Harassment Act 1997, the penalties for aggravated harassment are an unlimited fine and/or 5 years imprisonment.]

## **COMPLAINTS PROCEDURE**

### **How to complain**

If you have a problem, we can help.

We aim to offer you the best possible service, but there may be occasions when you feel you have cause for complaint. If so, we will always try to resolve the problem quickly and to your satisfaction. If you are unhappy with our response, you can take your complaint further using our complaints procedure outlined below.

Following our complaints procedure does not affect your legal rights.

We will respond to you either by telephone, email or letter.

### **Stage One - Where you first make your complaint**

In the first instance, you should raise the complaint with your Consultant who will do their best to rectify this within 24 hours. Sometimes it may take longer to look into the matter fully. If this happens, we will attempt to resolve the issue within five working days and in either case we will keep you informed of the progress. If you are unsure who to contact with your complaint, you can:

- Call your local branch
- Email us or
- Write to us

### **Stage Two – Managing Director**

In the unlikely event that you are dissatisfied after Stage One, you can ask the Consultant to refer your complaint to the Managing Director for further review. Following this review the Managing Director or the Consultant will make a response by email, telephone or letter. We aim to complete Stage Two within seven working days from the date of referral to the Managing Director.

### **Stage Three - External Arbitration**

If you are still not satisfied, you can contact the Employment Agencies Standards Inspectorate at the Department for Business Innovation and Skills or the REC, the industry trade association, of which we are a member by writing to the Consultancy and Compliance Team, REC, 15 Welbeck Street, London W1G 9XT.

If we have to change any of the time scales above, we will let you know and explain why.