



CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 1977

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Government Circular No. 1978/0022



Employment Agencies Act 1975

CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 1977¹

Approved by Tynwald: 17 January 1978
Coming into Operation on the same day as the Act takes effect

In exercise of the powers conferred on the Isle of Man Board of Social Security by sections 5(1) and 11(3) of the Employment Agencies Act 1975¹, and of all other powers enabling it in that behalf, and after consultation as required by section 11(2) (of that Act with bodies appearing to it to be representative of the interests concerned, the following regulations are hereby made: —

PART I - PRELIMINARY

1 Citation, commencement and interpretation

- (1) These Regulations may be cited as the Conduct of Employment Agencies and Employment Businesses Regulations 1977 and shall come into operation on the same day as the Act takes effect,
- (2) In these Regulations, unless the context otherwise requires —
 - “**abroad**” means outside the Island and the United Kingdom;
 - “**the Act**” means the Employment Agencies Act 1975;
 - “**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, but does not include (except in the case of Regulations 3(2) and 10(2) and (3)) showcards or vacancy cards displayed in or on premises or in a show case clearly marked with the name of the employment agency or employment business, or the employment agency and the employment business as the case may require, and reference to the issue of an advertisement shall be construed accordingly;
 - “**agent**” means a person carrying on an employment agency;

¹ 1973 c.33

- “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;
- “the Board”** means the Isle of Man Board of Social Security;
- “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 films, television and sound broadcasts, and recordings, and of 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;
- “inspection”** means inspection under section 8(l) of the Act by an officer duly authorised by the Board in that behalf;
- “outward journey”** means the journey from the place of residence of a worker to the prospective place of employment;
- “overseas agent”** means a person whose services are used by an agent in arranging work abroad;
- “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;
- “school”** has the meaning assigned to it by section 165(1) of the Education Act 1949;
- “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 deducted before remuneration is paid to a worker;
- “vocational advice”** means advice and guidance given in pursuance of arrangements made by the Youth Employment Service of the Isle of Man Board of Education;
- “young person”** means a person under the age of eighteen.

PART II – EMPLOYMENT AGENCIES

2 General obligations

- (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 Act, and of any other 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 persons in such employment are required by law to have;
 - (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, directly or indirectly, offer or give any financial benefit or benefit in kind to a worker in order to induce, or seek. to induce, that worker to use the services of the agent for the purpose of finding him or seeking to find him employment.
- (5) 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.
- (6) An agent shall, in every business letter sent by him, mention in easily legible characters the full name of the agency, and, if the name does not disclose the fact, that it is an employment agency, and the number of the

current licence relating to the premises from which the business letter is sent.

3 Advertisements

- (1) An agent shall, in every advertisement issued by him, mention, in easily legible characters —
 - (a) the full name of the 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 the Island, that the agency is licensed in the Island; 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, in an advertisement issued by him, 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 Island, issued by him for publication outside the Island, there is contained a statement that it is the responsibility of the worker to make enquiries from a representative of the Island 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 at the premises a copy of every advertisement issued by him or which he causes to be issued therefrom and every advertisement issued from other premises on his behalf which includes information about vacancies, or as the case may be, workers, available through the agency carried on at the first mentioned premises, and such a copy shall be kept readily available for inspection for a period of not less than one year from the date the advertisement was issued.

4 Fees

- (a) Except in a case to which regulations made under section 6(1) of the Act apply (that is to say a case in which a person carrying on as employment agency charges a worker a fee for finding or seeking to find employment for him), an agent shall, immediately on receipt of an application from an employer to find him a worker, provide the employer with a written statement containing details of his current terms of business set out in easily legible characters (except where the employer has already received such a statement setting out those terms).
- (b) the written statement shall include the following details —

- (i) the scale of fees;
 - (ii) 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.
- (1) In a case to which regulations made under section 5(1) of the Act apply, 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 containing details of his current terms of business set out in easily legible characters (except where the worker has already received such a statement setting out those terms).
- (2) An agent shall keep the Board informed in writing of his current terms of business with employers, and, in cases to which regulations made under section 6(1) of the Act apply, with workers.
- (3) An agent shall, before providing to a worker any service provided by the agency for which he proposes to charge a fee other than the service of finding or seeking to find him employment, provide him with a written statement which shall include the following details set out in easily legible characters —
 - (i) the amount of the fee;
 - (ii) the services for which the fee is charged;
 - (iii) any circumstances in which part of the fee paid as a deposit or otherwise is, or is not, returnable.
- (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 Act from charging the worker a fee.

5 Young persons

- (1) An agent shall not introduce to an employer a young person who is attending or has ceased to attend school unless he has made all such enquiries as are reasonably practicable for the purpose of ascertaining that the young person has received vocational advice from the Youth Employment Service.
- (2) Paragraph (1) shall not apply to young persons receiving full-time education in respect of employment in time outside the hours of attendance at the school or other educational institution concerned.
- (3) An agent shall not arrange employment for a young person who, at the time the employment is arranged, is normally resident in the Island and the proposed employment is at a place outside the Island, or is normally resident outside the Island, and the proposed employment is in the Island unless —

- (a) the previous written consent of a parent or guardian of the young person signed by, and obtained directly from that parent or guardian to such employment has been given;
- (b) the agent has Made all such enquiries as are reasonably practicable to ensure —
 - (i) that 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) that 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.
- (4) If the person referred to in paragraph (3)(b)(ii) does not comply with his undertaking, the return fare shall be loaned by the agent to the young person on request by him.
- (5) This regulation shall not apply to young persons to whom section 21 of the Children and Young Persons Act 1966(a), or section 35 of the Children and Young Persons Act 1969, applies.

6 Employment abroad and of workers from abroad

- (1) Where an agent arranges employment in a place abroad, he shall not arrange to use an overseas agent 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 overseas agent is not prohibited by the law in that place from so acting and is suitable so to act, and such a statement shall be kept by the agent readily available for inspection at the premises for a period of not less than one year from the date the agent ceases to use the services of the overseas agent.
 - (a) Where an agent arranges employment in the Island for a worker resident abroad, the agent shall, subject to the provisions of subparagraphs (b) and (c) below, obtain two character references in respect of the worker from suitable persons (not being relatives of the worker) if possible resident or based in the vicinity of the normal place of residence of the worker, and such references shall be made available to the employer before he enters into a contract of employment with the worker;
 - (b) if the agent is unable to obtain such references In the time available before the employment is due to commence, he shall inform the employer accordingly;.

- (c) this paragraph shall not apply where the worker concerned is to be employed as an actor, singer, musician, dancer or other performer in the entertainment industry.
- (2) An agent shall not arrange for the employment of a worker at a place abroad with an employer who has no establishment in the Island, or the United Kingdom unless he had 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, and such a statement shall be kept by the agent readily available for inspection at the premises for a period of not less than one year from the date of the commencement of the employment.
- (3) 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 either the rate fixed for the repayment of such loan together with interest exceeds one eighth of the week's pay of the worker, or 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.
- (4) Subject to the provisions of paragraph (6) below, an agent shall, in the case of every worker for whom he arranges employment at a place abroad and every worker resident abroad for whom he arranges employment in the Island —
 - (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 the agent shall take all such steps as are reasonably practicable to ensure that such statements are in a language understood by the recipient;
 - (b) keep at the premises readily available for inspection a copy of every written statement which he provides under sub-paragraph (a) above for a period of one year from the date the statement was sent to the worker or the employer as the case may be.
- (5) Paragraph (5) above 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.
- (6) "Week's pay" for the purpose of this regulation is the basic pay, or as the case may require, the average weekly earnings, stated in the particulars

specified in Part I of the said Schedule, except that where board and lodging is to be provided free of charge by the employer "week's pay" for the purpose of calculating the total sum to be repaid under paragraph (4)(a) above may include a reasonable sum attributable to the cost to the employer of providing such board and lodging.

- (7) Paragraphs (3), (4) and (5) of this regulation shall not apply to young persons to whom section 21 of the Children and Young Persons Act 1966 or section 35 of the Children and Young Persons Act 1969 applies.

7 Safeguarding clients' money

- (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 Island on a bank, or a branch of a bank, which is outside the Island, 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 that a further copy of it is, kept by the agent readily available for inspection at the premises 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.

8 Records

- (1) Subject to the provisions of paragraph (3) below, an agent shall keep records in respect of the agency carried on at the premises relating to all applications received —
- (a) from employers seeking to find workers; and

- (b) from workers seeking to find employment,
which shall include, as the case may require, the particulars specified in Schedule 3 or Schedule 4.
- (2) The records shall be kept readily available for inspection, 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

9 General obligations

- (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 employed under contracts of service with the contractor, or are to be self-employed, or may in some cases be employed under contracts of service with the contractor and in others be self-employed.
- (a) A contractor shall send to the hirer 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;
 - (b) if after the contractor has sent to the hirer written confirmation of his terms of business under sub-paragraph (a) there is any change in those terms the contractor shall send to the hirer without delay written confirmation of his new terms of business.
- (2) A contractor shall keep the Board informed in writing of his current terms of business with hirers. —
- (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 take all such steps as are reasonably practicable to obtain from a hirer as much information about the work for which the worker is to be supplied as is necessary for the purpose of selecting a suitable worker to do that work.
 - (a) A contractor shall, on entering into a contract with a worker who is to be supplied to a hirer, give the worker a written statement containing full details of the terms and conditions of employment of the worker including —
 - (i) whether the worker is employed by the contractor under a contract of service or as a self-employed worker;
 - (ii) the kind of work which the worker may be supplied to a hirer to do;
 - (iii) the minimum rates of pay applicable to such work, and details of any expenses payable.
 - (b) If after the written statement referred to in sub-paragraph (a) has been given to the worker, the worker agrees to any changes in his terms and conditions of employment, the contractor shall give to the worker without delay a new written statement incorporating those changes.
 - (c) A contractor shall keep readily available for inspection at the premises a copy of every written statement provided to a worker under this paragraph for a period of not less than one year from the date it was provided.
- (5) A contractor shall, before supplying a worker to a hirer, ensure that the worker is supplied with as much information as has been supplied 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.
- (6) A contractor shall not supply a worker to do work for a hirer unless he has made all such enquiries as are reasonably practicable for the purpose of ascertaining 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 be in contravention of any other requirement or prohibition imposed by law.
- (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 payment of remuneration to a worker in his employment conditional on the receipt of payment from the hirer for the supply of that worker.
- (9) A contractor shall not supply workers to a hirer as direct replacements of employees who are in industrial dispute with that hirer to perform the same duties as those normally performed by those employees.
- (10) A contractor shall not supply a worker to a hirer if at any time during the period of six months before the date on which he is to be supplied to a hirer he has been an employee of that hirer, unless the written consent of the hirer to his being supplied has been obtained.
- (11) Where a worker is in employment the contractor shall not make, or cause to be made, any approach to that worker to induce, or seek to induce him to enter into a contract with him on the basis that the worker will be supplied to a hirer.
- (12) A contractor shall, in every business letter sent by him, mention in easily legible characters the full name of the business, and if the name does not disclose that fact, that it is an employment business, and the number of the current licence relating to the premises from which the business letter is sent.

10 Advertisements

- (1) Regulation 3(1) shall have effect in relation to employment businesses as it has effect in relation to employment agencies and as if for the reference to agent there were substituted a reference to contractor, and for the references to agency and employment agency there were substituted respectively references to business and employment business.
- (2) Where a contractor supplies workers to hirers he shall, in every advertisement for such workers issued by him in which rates of pay are given, state the nature of the work, the particular location at which the worker would be required to work, and the minimum qualifications which the worker would be required to have, in order to receive those rates of pay.
- (3) Where, in response to an advertisement issued by a contractor, workers are to be supplied to hirers only on the basis that they are to be self-employed, that fact shall be stated by the contractor in that advertisement.
- (4) A contractor shall keep at the premises a copy of every advertisement issued by him or which he causes to be issued therefrom and 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 readily available for inspection for a period of not less than one year from the date the advertisement was issued.

11 Work abroad

- (1) A contractor shall not supply a worker to work at a place abroad with a hirer who has no establishment in the Island or 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, and such a statement shall be kept by the contractor readily available for inspection at the premises for a period of not less than one year from the date the worker is supplied to the hirer.
- (2) A contractor shall not supply a worker to work at a place abroad for 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.
- (3) If the hirer does not comply with his undertaking the return fare shall be paid by the contractor.
- (4) A contractor shall, in the case of every worker whom he supplies to work abroad for a hirer ensure that so far as is 'reasonably practicable before the departure of the worker both he and the hirer 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.
- (5) A contractor shall keep at the premises readily available for inspection a copy of every written statement which he provides under paragraph (4) above for a period of one year from the date the statement was sent to the worker or the hirer as the case may be.
- (6) This regulation shall not apply to young persons to whom section 21 of the Children and Young Persons Act 1966 or section 35 of the Children and Young Persons Act 1969 applies.

12 Records

- (1) Subject to the provisions of paragraph (3) below, 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 shall be kept readily available for inspection, separately for each business carried on by a contractor, for a period of not less than one year from the date of 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.

MADE

9 DECEMBER 1977

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 ages and sexes 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 Island, to make enquiries of a representative of the Isle of Man 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(4)(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 is to 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 terms of repayment.

SCHEDULE 2

Regulation 7

OPERATION OF CLIENT ACCOUNT

Interpretation

In this Schedule unless the context otherwise requires —

“client’s money” shall mean money received by an agent on behalf of a client but shall not include money to which the only person entitled is the agent himself;

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

1. Any 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 which under paragraph 3(b) he is entitled to split 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 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 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 subparagraph (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.

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)(11) or (iv) 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) above 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) above 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, which 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 bookkeeping, mechanical or otherwise.
- (5) Every agent shall preserve for at least six years from the date of the last entry therein all accounts, book, 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 issuer 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 when 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(3)(b)(i) (where appropriate)).
16. The following particulars of information received under Regulation 6 (where appropriate):
 - (a) name of any overseas agent (Regulation 6(1));

- (b) date copies of character references passed to employer (Regulation 6(2));
 - (c) amount of fare loaned by the employer to the worker and rate of repayment (Regulation 6(4));
 - (d) date written statement sent to employer (Regulation 6(5)(a)).
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, sex, nationality, address, age (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 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(5) (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(4).
15. The following particulars of information received under Regulation 5 (where appropriate):
 - (a) name of last school attended, or present school where still attending and record of enquiries as to vocational advice given (Regulation 5(1));
 - (b) date written consent of parent or guardian received and copy of it (Regulation 5(3)(a));

- (c) record of enquiries as to suitability of accommodation (Regulation 5(3)(b)(d);
 - (d) record of return fare arrangements (Regulation 5(3)(b)(ii)).
16. The following particulars of information received (where appropriate: —
- (a) record of application for character references (Regulation 6(2)) together with copies of the references;
 - (b) amount of fare loaned to the worker and rate of repayment (Regulation 6(4);
 - (c) date written statement sent to worker and copy of it (Regulation 6(5)(a));
 - (d) date copy contract sent to worker (Regulation 7(3) and (4));
 - (e) copy of written consent (Regulation 2(2)).

SCHEDULE 5

Regulation 11

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

1. The arrangement for payment of remuneration, allowances or expenses.
2. Information about the amount of any statutory deductions or the method of calculating them.
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 11(2)).

SCHEDULE 6

Regulation 12

**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(4)).
10. Record of enquiries made in accordance with Regulation 9(8).
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 11(4)).
14. Names of workers supplied to the hirer and the dates of period of hire.

ENDNOTES

Table of Endnote References

¹ The format of this legislation has been changed as provided for under section 75 of, and paragraph 2 of Schedule 1 to, the Legislation Act 2015. The changes have been approved by the Attorney General after consultation with the Clerk of Tynwald as required by section 76 of the Legislation Act 2015.