



Responsible Recruitment Policy

1. Purpose

This Policy outlines Community Food's commitment to responsible recruitment including adoption of the [Employer Pays Principle](#) which means that no worker should pay for a job, recruitment fees and related costs are paid by the employer.

2. Scope

This policy applies to all workers recruited either directly by Community Foods or indirectly through labour providers and recruitment agents.

Community Foods does not recruit across national borders and does not permit temporary labour agencies to do so.

3. Our commitment and our requirements of labour providers and recruitment agents

- **Legal compliance:** Compliance with all applicable labour, immigration, and modern slavery laws in all jurisdictions where we recruit and operate.
- **Zero worker-paid fees:** Workers will not pay any recruitment fees or related costs to obtain or maintain employment; these will be paid by the employer. Adequate checks are in place to ensure that no fees and costs have been paid to any intermediary or third party.
- **Full reimbursement:** If any worker has paid prohibited costs at any stage, the employer shall ensure full, timely reimbursement and put steps in place to prevent any recurrence.
- **No retention of documents:** Workers' passports or identity documents shall not be retained.
- **No deposits or unlawful wage deductions:** We prohibit any deposits, bonds and illegal wage deductions. Permissible, lawful deductions require informed, written worker consent and transparent payslips.
- **Clear contracts in understood language:** Workers receive comprehensive written contracts in a language which they understand.
- **Freedom of movement:** No restrictions on movement and workers are free to terminate their contract at any time without penalty.
- **No involuntary or coerced work:** No threats of penalty.
- **No mandatory services:** Recruitment or employment shall never be conditional on the use of mandatory services.
- **No discrimination:** Candidates are selected transparently and objectively based on skills and experience.
- **Respect and dignity:** Applicants are treated with respect and dignity.



- **Grievance without retaliation:** Workers have accessible, confidential channels to raise concerns and obtain remedy without retaliation.
- **Approved recruitment agents:** Only approved, contracted recruitment agents and labour providers are engaged. No subcontracting is permitted, without prior written consent.
- **Due diligence & monitoring:** Regular risk-based due diligence shall be in place to ensure conformance to this policy including audits and worker interviews.
- **Training:** Training on this policy is provided to recruiting managers.
- **Worker awareness:** Inductions include a briefing on the policy's key commitments.
- **Termination:** In cases of serious or repeated breaches of this policy, we reserve the right to end our business relationship with any recruitment agent or labour provider.

4. Prohibited Fees and Costs

Workers must **not** be charged for:

- **Recruitment process:** Application fees, registration, CV processing, testing, interviews, medical checks (unless legally required to be borne by workers *and* reimbursed by us), background checks, and pre-employment clearances.
- **Job offer & contract:** Offer issuance, employment contract fees, notarisation, translation.
- **Deployment & migration:** Visas/permits, pre-departure orientation, security clearances, work passes, biometric enrolment, exit/entry fees.
- **Travel & relocation:** Air/ground transport to the place of work (initial deployment), airport taxes, baggage fees, basic subsistence during transit, agency service fees.
- **Post-arrival:** Medical exams required for work, mandatory training, equipment and PPE necessary to perform the job, uniform deposits.
- **Placement/agency fees:** Any fee by labour providers, sub-agents, or brokers.
- **Renewals:** Visa, permit, or medical renewals required to maintain employment.

See [ILO](#) for a comprehensive list of recruitment fees and costs.



5. Reimbursement and Remedy

Where recruitment fees and costs are found to have been charged the following shall apply:

- **Trigger:** Any credible indication that a worker has paid a prohibited fee or cost.
- **Process managed by the Ethical Team:** (i) Record allegation; (ii) Investigate within **15 working days**; (iii) Determine fee amount; (iv) Reimburse **in full** within **30 days**; (v) Document root cause and corrective actions; (vi) Verify no retaliation.
- **Payment method:** Transparent payroll addition or bank transfer with payslip notation “Recruitment Fee Reimbursement.”
- **Interest:** Where legally required or appropriate, we will include reasonable interest or exchange rate losses borne by the worker.
- **Cost recovery:** We may seek recovery of costs from responsible recruitment partners.

6. Accountability and Responsibility

Responsibility for implementing this policy lies with the leadership team of Community Foods, with support from the Ethical Team. All recruitment partners must ensure effective systems are in place to ensure conformance to the requirements laid out in this policy.

7. Review

This policy will be reviewed annually and updated as necessary to reflect changes in law, best practice, and stakeholder expectations. We will monitor compliance and report any non-conformances annually through our published Human Rights and Modern Slavery Statement.

Document Title	Community Foods Responsible Recruitment Policy
Prepared by	Ethical Manager
Authorised by	Technical Director
Published location	https://www.communityfoods.co.uk/about/our-policies .
Review date	16 February 2027