



PROMOTING FAIR RECRUITMENT AND EMPLOYMENT

GUIDANCE TOOL

FOR HOTELS IN QATAR

EXAMPLE CONTRACTUAL CLAUSES
for Recruitment Due Diligence

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Promoting Fair Recruitment and Employment: A Guidance Tool for Hotels in Qatar - Example Contractual Clauses for Recruitment Due Diligence

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Illustrative contractual clauses: What legal detail will you need?

A hotel should ensure strong contractual requirements prior to engaging service providers. This should help ensure service providers exercise due diligence, and thereby minimize the possibility of adverse impact on workers' welfare during the recruitment process.

Enforceable contractual clauses (in line with national laws and international standards) will help clarify expectations with regard to recruitment practices. By underlining the overall legal context, these clauses will facilitate simpler and more transparent negotiations between the hotel and recruiters, service providers and placement agencies.

The table below provides examples of model clauses that could be included in service agreements with recruitment agencies and service providers. The examples, based on material from a Qatari construction company, are illustrative but not exhaustive, and should be adapted to suit the specific needs and priorities of hotel companies.

TABLE 4. EXAMPLE OF CONTRACTUAL CLAUSES FOR RECRUITMENT DUE DILIGENCE

General Terms and Conditions

- A major cause of forced labour in today's world is the charging of recruitment fees and related costs to migrant workers. As a result, [Hotel/Service provider name] gives special attention to recruitment processes and fair recruitment.
- [Hotel/Service provider name] strictly commits to a 'no-fee' recruitment policy, in line with international standards and principles, as well as legal requirements in Qatar. Thus migrant workers shall not pay for their employment. All fees and costs associated with recruitment, including travel from place of origin to workplace, and the processing of all administrative documents related to immigration, are paid by the employer.
- By signing this agreement, the recruitment agency commits to abide by [Hotel/Service provider name]'s 'no fee' policy for workers and to respect it at every step of the recruitment process.

Recruiters' Obligations

- Candidates shall not be charged any fees or related costs for recruitment or placement, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents and work visas both in countries of origin and in Qatar.
 - A written contract shall be established and kept on record at every step of the recruitment process: employer/employee, recruitment agency/employee, recruitment agency/service provider.
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Advertisement and Pre-Selection

- The advertisement of jobs shall be placed in English and in the candidates' official or native language, and contain in particular the following statement: "NO FEE OR COSTS WILL BE CHARGED TO CANDIDATES AT ANY STAGE OF THE RECRUITMENT, SELECTION, HIRING AND DEPLOYMENT PROCESS".
- Before publication, a draft of the advertisement shall be submitted to [Hotel/Service provider name] for prior written approval. A copy of the published advertisement shall also be provided to [Hotel/Service provider name].
- After completion of interviews, the Recruiter shall provide to the pre-selected candidates written information on workers' rights and obligations in Qatar, as well as the conditions of employment and accommodation. This information shall be provided in the candidate's native or official language. The Recruiter shall keep a record of this information, signed by each candidate, to serve as acknowledgement of receipt.
- Job advertisements shall always specify the required skills expected for the job.

Offer of Employment

- The offer of employment shall contain clear and accurate information regarding the position, contract duration, location of employment, conditions of work, occupational safety and health hazards, accommodation, salary details, leave entitlement, uniform, food provisions and all other necessary terms of employment.
- The offer of employment shall be in the worker's official or native language. The worker shall keep one copy of their offer signed by [Hotel/Service provider name].
- Prior to deployment to Qatar, the Recruiter shall provide [Hotel/Service provider name] with the documents below in hard and soft copies:
 - the original offer of employment signed by the worker;
 - the original and a copy of medical reports;
 - a copy of the worker's passport; and
 - any other supporting documents as may be required by [Hotel/Service provider name].
- No worker may be deployed unless she or he has signed the offer of employment and the documents above have been provided to [Hotel/Service provider name].
- If a Qatar Visa Centre (QVC) exists in the worker's country of origin, the Recruiter shall ensure that the worker receives and signs the employment contract at the Centre. The worker shall keep a signed copy of the contract and shall be informed that all QVC services are free of charge.

Deployment

- On arrival in Qatar, [Hotel/Service provider name] will organize interviews for all newcomers regarding the recruitment process, including the question of whether or not workers paid any fees or related costs. Regular surveys will be conducted with workers, including after the probation period.
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Recruitment Fees and Administrative Costs (to the hotel)

- The Recruiter shall charge [Hotel/Service provider name] a one-time recruitment fee of [sum in Qatari Riyals] per recruited worker inclusive of all recruitment charges and costs.
- To cover administrative costs, a fixed administrative fee of [amount in Qatari Riyals] will be paid for medical tests, immigration processing, insurance and other charges and expenses.
- The above recruitment and administrative fees shall be the only applicable fees under this Agreement. The Recruiter shall charge no fee or money whatsoever to any third parties, sub-agents or candidates under any circumstances. The candidates shall not bear any of the costs/fees specified above.

Sub-Agents in the Country of Origin

- The Recruiter shall not outsource any portion of the recruitment process to any third party – company or individual – except for licensed/registered recruitment sub-agents in the country of origin, and only with the prior written approval of [Hotel/Service provider name].
- To request approval for any involvement of a third party in the recruitment process, the Recruiter shall provide the information below:
 - a copy of the worker's passport; and
 - Profile of the individual or company;
 - Role this person/company is intended to perform in the recruitment process;
 - Valid license or authorization for this person/company to carry out such tasks in the country of origin;
 - Details of the agreement with that person/company.

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Example Contractual Clauses

