

Framework Schedule 6a (Short Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: NHS England

BUYER ADDRESS Quarry House, Quarry Hill, Leeds, LS2 7UE

THE SUPPLIER: **Hays Specialist Recruitment Limited**

SUPPLIER ADDRESS: **4th floor, 20 Triton Street, London NW1 3BF.**

REGISTRATION NUMBER: **975677**

DUNS NUMBER: **22-717-0826**

SID4GOV ID: **N/A**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21st August 2023

It's issued under the Framework Contract with the reference number RM6277 for the provision of Non Clinical Staff.

CALL-OFF LOT(S):

Lot 2 - Corporate Functions

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form.
2. Joint Schedule 1 (Definitions and Interpretation) RM6277
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6277
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties including Annex 5 Optional Terms for Bronze Contracts)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6277
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-off Schedule 21 (Northern Ireland Law)
 - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6277

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: 04/09/2023

CALL-OFF EXPIRY DATE: 31/10/2023

CALL-OFF DELIVERABLES

The provision of Non Clinical Temporary staff or any other temporary staff or fixed term workers.

ASSIGNMENT:	Temporary Assignment
NUMBER OF ROLES REQUIRED:	1
JOB ROLE/TITLE:	Commercial Officer

Framework Schedule 6 (Short Order Form Template and Call-Off Schedules)

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AGENDA FOR CHANGE PAY BAND: (use rate card to determine this)	■
FEE TYPE:	Supplier Fee Type 3 – non patient facing, no DBS required
IMMUNISATION REQUIREMENTS	No
DBS REQUIRED (FEE TYPE 1 AND 2 ONLY)	N/A
QUALIFICATION REQUIREMENTS	N/A
HIGH COST AREA SUPPLEMENT? (NHS ONLY)	1. Inner London 2. Outer London
PHOTO ID BADGE	For the avoidance of doubt the Photo ID Badge in compliance with Framework Schedule 1 (Specification) Clause 7.26 shall be provided by the Contracting Authority.
ENGAGEMENT OF TEMPORARY WORK-SEEKER	For the avoidance of doubt Joint Schedule 1 (Definitions) Clause 1.4 “Temporary Work-Seeker” shall apply “b) Any worker supplied to a Contracting Authority under this Framework Contract on a temporary basis, by a Supplier acting as an Employment Business, being a person who carries on business of their own account, through a limited company or otherwise and who works under supervision and direction <u>of the Contracting Authority</u> ”. Notwithstanding anything under this Agreement to the contrary, the manner in which a Temporary Work-Seeker engaged by the Supplier under a contract for services via a personal service company (“PSC”), provides the services during the Assignment, shall not be under or subject to the supervision, direction or control of the Contracting Authority or Supplier. For the avoidance of doubt, the Contracting Authority shall remain responsible for the PSC whilst on Assignment.
MAXIMUM CONTRACT VALUE	N/B Sign off has been capped at £■. A 3 month extension provision has been built into the contract

GDPR POSITION

Independent Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, under these Call Off Terms the Parties are independent Data Controllers of Personal Data. For the avoidance of doubt, Joint Schedule 11 Clauses 3 – 17 shall not apply.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as varied by the Framework Award Form.

CALL-OFF CHARGES

Charges as per the Framework Agreement.

	AWR Compliant
Pay to Worker	£ [REDACTED]
Total Charge	£ [REDACTED]

For the avoidance of doubt, the Supplier shall be entitled to increase the rates charged to the Contracting Authority at any time including, but not limited to, statutory changes brought about as a result of the Agency Workers Regulations 2010, Pension, Apprentice Levy and changes to the Working Time Directive and National Insurance contributions.

The Parties agree that for the fulfilment of Framework Schedule 1 (Specification) Clause 12.2 it is sufficient where the Supplier will show the Charges and hours worked on each invoice issued.

PAYMENT METHOD

Approval of a timesheet by the Contracting Authority will constitute acceptance.

For the avoidance of doubt the Parties agree that Core Terms Clause 4.11 does not prevent the Supplier from raising genuine queries in relation to invoices or from working with CCS or the Contracting Authority to resolve invoicing issues.

For Temporary Work-Seekers Invoices will be issued weekly.

BUYER'S INVOICE ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

For and on behalf of the Supplier:

Signature:		
Name:		
Role:		
Date:		

For and on behalf of the Buyer:

Signature:		
Name:		
Role:		
Date:		