

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018



RM6160: Non Clinical Temporary and Fixed Term Staff (Short Form)

Order Form Template (Short Form)

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For help with completing this Order Form please refer to the Short Order Form FAQ's [here](#)

Guidance:

This Order Form, when completed and signed by both you (the Contracting Authority) and the Supplier, forms a Call-Off Contract from CCS framework RM6160, Non Clinical Temporary and Fixed Term Staff. Signing the Order Form ensures that both parties are able to compliantly use the terms and conditions agreed from the procurement exercise.

You can complete and execute a Call-Off contract by using an equivalent document or electronic purchase order system. If an electronic purchasing system is used, the text below must be copied into the electronic order form.

Order Form Template

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the [Framework Contract RM6160](#): Non Clinical Temporary and Fixed Term Staff.

Contracting Authority Name	Department for Business, Energy and Industrial Strategy
Contracting Authority Contact	[Redacted]
Contracting Authority Address	1 Victoria St, London SW1H 0NE
Invoice Address (if different)	[Redacted]

Supplier Name	Hays Specialist Recruitment Limited
Supplier Contact	[Redacted]
Supplier Address	4th Floor 20 Triton Street, London, United Kingdom, NW1 3BF (company number 00975677)

Framework Ref	RM6160: Non-Clinical Temporary and Fixed Term Staff
Framework Lot	Lot 2
Order reference number (e.g. purchase order number)	con_3305
Date order placed	12 th December 2022
Call off Start Date	Date of last signature or the date the Temporary Worker starts the Assignment, whichever is later.
Call-Off Expiry Date	The end of the Temporary Worker's Assignment.
Extension Options	To be agreed between the Parties
GDPR Position	Independent Controller
Job role / Title	Commercial Lead
Temporary or Fixed Term Assignment	Temporary Assignment
Hours / Days required	5 days a week, 7.5 hours

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Unsocial hours required – give details	n/a
Immunisation requirements? (Fee type 1 only)	NA

Pay band (use rate card to determine this)	Band 9	
Fee Type	2.Non-Patient Facing (Disclosure required)	
Expenses to be paid or benefits offered	NA	
Expenses to be paid by Temporary Worker	NA	
Charge rates	Pre-AWR	Post-AWR
	[Redacted]	[Redacted]
	<p>Approval of a timesheet by the Contracting Authority will constitute acceptance.</p> <p>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</p>	
Method of payment	<p>Invoices will be issued weekly with charges as per the Framework Agreement.</p> <p>Invoicing details: The Supplier shall issue electronic invoices weekly in arrears following customer approval of the worker's timesheet. The customer shall pay the supplier within thirty (30) calendar days upon receipt and acceptance of a valid invoice. Invoice to include purchase Order number and contract reference (below) shall be sent to [redacted]</p> <p>The Contracting Authority confirms that the pay to the Temporary Worker will be uplifted on Day 1 of the assignment to reflect the comparator rate under AWR and full holiday entitlement of 30 days excluding bank holidays</p>	
Discounts applicable	None	

Criminal records check required	Yes Basic DBS
BPSS required	Yes
State any other required clearance and/or background checking	NA

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State any skills, mandatory training and qualifications necessary for the role	NA
TEMPORARY WORKER COMPLIANCE REQUIREMENTS	Temporary Work-Seekers in Central Government will be checked to Baseline Personnel Security Standard plus any additional checks detailed below. All other Temporary Workers will be subject to Supplier's standard pre-employment checks unless otherwise stated below: None

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CALL-OFF INCORPORATED TERMS

The Call-Off Contract, Core Terms and Joint Schedules' for this Framework Contract are available on the CCS website. Visit the [Non Clinical Temporary and Fixed Term Staff](#) web page and click the 'Documents' tab to view and download these.

CALL-OFF DELIVERABLES

The requirement

The requirements to be delivered by the Supplier to the Contracting Authority in accordance with the Framework Specification during the specified Call-Off Period.

The Supplier will provide a Temporary Worker to perform the Assignment as detailed above

VARIATIONS TO CALL-OFF TERMS AND CONDITIONS:

(i) The Parties agree that for the fulfilment of Framework Schedule 1 (Specification) Clause 11.2 it is sufficient where the Supplier will show the Charges and hours worked on each invoice issued.

(ii) Cl. 12.2 – 12.4 of Framework Schedule 1 (Specification) shall be replaced with the below:

12.2. Suppliers that are Employment Businesses can charge Transfer Fees as long as, during or following the most recent Assignment of the relevant Temporary Work-Seeker, the Contracting Authority has first been given the option by the Supplier, to have that Temporary Work-Seeker supplied by the Supplier for a further period of eighteen (18) full weeks from when the Contracting Authority provides notice in writing (“the Extended Hire Period”) and the Contracting Authority has not utilised this option.

12.3. The Supplier cannot charge a Transfer Fee when an Assignment’s duration is twenty six (26) Working Weeks or more, providing the Contracting Authority has given the appropriate notice period (“the Extended Hire Period”) of at least eighteen (18) weeks.

12.4. A Supplier of Temporary Work-Seekers can only charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within: Eight (8) weeks from the start of the first Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a Temporary Work-Seeker within the first eight (8) weeks of an Assignment.

12.4.1 From week eight (8), the Contracting Authority may utilise the extended hire period of 18 weeks and no transfer fee will be payable.

12.4.2. A Contracting Authority may provide the appropriate notice period anytime up to the end of the eighth working week and take the Temporary Work-Seeker permanently without a Transfer Fee at the end of twenty six (26) Working Weeks. For example, if notice was given at week

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(six) 6, then the notice period would be twenty (20) weeks, taking it to the end of twenty six (26) working weeks.

12.4.3 A Supplier of Temporary Work-Seekers can charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within Eight (8) weeks from the end of any Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a Temporary Work-Seeker within eight (8) weeks from the end of an Assignment.

12.4.4 If a Contracting Authority wishes to engage the Temporary Work-Seeker as Fixed-Term Work-Seeker then the Supplier shall charge the fixed term Employment Agency fee in accordance with Framework Schedule 3 (Framework Prices) for the transfer to a fixed term engagement in addition to the Temporary Work-Seeker fee.

- () 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 of the Contracting Authority”. 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.
- (i) 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 2 – 16 shall not apply.
- (ii) 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.

PERFORMANCE OF THE DELIVERABLES

Key Staff

[Redacted]

Key Subcontractors

NA

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For and on behalf of the Supplier:		For and on behalf of the Contracting Authority:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	Director of Public Services	Role:	Head of Commercial: BS M T&O
Date:	19/12/2022	Date:	19/12/2022