

**Annex 1: Order Form**

**THE SUPPLY OF NON CLINICAL TEMPORARY AND FIXED TERM STAFF FRAMEWORK  
CONTRACT: RM6160**

FROM:

CONTRACTING AUTHORITY	Department of Health and Social Care [REDACTED]
CONTRACTING AUTHORITY ADDRESS	Skipton House, 80 London Road, SE1 6LH; 39 Victoria Street, SW1H 0EU
INVOICE ADDRESS (if different)	Accounts Payable Department of Health & Social Care, 1 <sup>st</sup> Floor, 39 Victoria Street, London SW1H 0EU
CONTACT REFERENCE	[REDACTED]
ORDER NUMBER	[REDACTED]
ORDER DATE	12/09/2019

TO:

SUPPLIER	Hays Specialist Recruitment Limited
SUPPLIER'S ADDRESS	4th Floor 20 Triton Street, London, United Kingdom, NW1 3BF (company number 00975677)
ACCOUNT MANAGER	[REDACTED]
<b>PART 1: SERVICE REQUIREMENT</b>	
<b>PART 1.1: SERVICE AND DELIVERABLES REQUIRED: Temporary Worker Requirements:</b>	
RM6160 LOT:	Lot 2 - Corporate Functions - All specialisms band 5+ except IT, Legal & C&P covered roles in Lot 6
NUMBER OF ROLES REQUIRED:	2
NUMBER OF CVS REQUIRED:	As required
JOB ROLE/TITLE:	Finance Manager
AGENDA FOR CHANGE PAY BAND:	N/A
HOURS/DAYS REQUIRED:	5 days a week / 40 hours
ANY UNSOCIAL HOURS REQUIRED? (GIVE DETAIL) [OUTSIDE 8AM TO 6PM MONDAY TO FRIDAY]	N/A

ARE THERE ANY HEALTH AND SAFETY RISKS RELEVANT TO ROLE?	No	
FEE TYPE:	Wider PS rates - bespoke rate card required Non-Patient Facing (No Disclosure)	
IMMUNISATION REQUIREMENTS (FEE TYPE 1 ONLY)		
DBS REQUIRED (FEE TYPE 1 AND 2 ONLY)	1. Basic	
HIGH COST AREA SUPPLEMENT?	1. Inner London	
REGULATED OR CONTROLLED ACTIVITY (ISA)?	N/A	
SKILLS, TRAINING AND QUALIFICATIONS NECESSARY TO PERFORMANCE OF THE ROLE:	Part / Full qualified accountant	
PERSON AND DEPT TO WHOM WORK-SEEKER SHOULD REPORT AT START:	[REDACTED]	
EXPENSES TO BE PAID OR BENEFITS OFFERED TO CANDIDATE:	N/A	
EXPENSES TO BE PAID BY CANDIDATE:	N/A	
ADDITIONAL REQUIREMENTS:	N/A	
<b>PART 1.2: ANTICIPATED DURATION OF CONTRACT</b>		
COMMENCEMENT DATE:	23/09/2019	
ANTICIPATED END DATE:	20/12/2019	
TEMPORARY OR FIXED TERM ASSIGNMENT:	Temporary	
<b>PART 1.3: MILESTONES AND KEY DELIVERABLES</b>		
 EU Exit Finance Manager v02.docx  Key deliverables as attached		
<b>PART 1.4: CHARGES PAYABLE BY CONTRACTING AUTHORITY (INCLUDING ANY APPLICABLE DISCOUNT AND METHOD OF PAYMENT E.G. GOVERNMENT PROCUREMENT CARD OR BACS):</b>		
Invoices will be issued weekly with charges as per this agreement		
	Pre-AWR	Post-AWR
Pay to Worker(s)	[REDACTED]	
Total Charge	[REDACTED]	

<b>DISCOUNTS APPLICABLE:</b>	<i>Charge as agreed with Hays on this occasion for 2 * Finance Managers within framework agreement</i>
<b>PART 1.5: ACCEPTANCE PRIOR TO PAYMENT</b>	
Approval of a timesheet by the Customer will constitute acceptance.	
<b>PART 2: CONTRACTING AUTHORITY CONTRACTUAL REQUIREMENTS</b>	
<p>One week notice period for either party</p> <p>Contract duration of 65 working days to deliver content as specified above</p> <p>In scope IR35</p> <p>Base location London central zone 1 (Sites 39 Victoria Street &amp; Skipton House)</p>	
<b>PART 3: FURTHER-COMPETITION ORDER - ADDITIONAL REQUIREMENTS</b>	
<b>PART 3.1: SUPPLEMENTAL REQUIREMENTS IN ADDITION TO CALL-OFF TERMS AND CONDITIONS:</b>	N/A
<b>PART 3.2: VARIATIONS TO CALL-OFF TERMS AND CONDITIONS:</b>	<ul style="list-style-type: none"> <li>i. Where a Fixed Term Assignment will be placed with the Contracting Authority under this Agreement, Framework Schedule 1 Clause 5.3.5 and Clause 5.3.6 shall not apply.</li> <li>ii. 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.</li> <li>iii. Cl. 12.2 – 12.4 Framework Schedule 1 (Specification) shall be replaced with the below for all Temporary Workers engaged by Contracting Authority or introduced to a third party (including but not limited to any subsidiary or associated company of Contracting Authority) or another employment business: <i>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</i></li> </ul>

	<p><i>in writing ("the Extended Hire Period") and the Contracting Authority has not utilised this option.</i></p> <p><i>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.</i></p> <p><i>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:</i></p> <p><i>12.4.1. Eight (8) weeks from the start of the first Assignment with the Contracting Authority</i></p> <p><i>12.4.1.1. If the Contracting Authority makes a Temporary Worker permanent within the first eight (8) weeks of an Assignment.</i></p> <p><i>12.4.1.2. From week eight (8), the Contracting Authority may utilise the extended hire period of 18 weeks and no transfer fee will be payable.</i></p> <p><i>12.4.2 Eight (8) weeks from the end of any Assignment</i></p> <p><i>For all Temporary Workers transferring to a permanent or fixed term contract:</i></p> <p><i>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 four (4) full weeks from when the Contracting Authority provides notice in writing ("the Extended Hire Period") and the Contracting Authority has not utilised this option.</i></p> <p><i>12.3. The Supplier cannot charge a Transfer Fee when an Assignment's duration is twelve (12) Working Weeks or more, providing the Contracting Authority has given the appropriate notice period ("the Extended Hire Period") of at least four (4) weeks.</i></p> <p><i>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:</i></p> <p><i>12.4.1. Eight (8) weeks from the start of the first Assignment with the Contracting Authority</i></p>
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	<p>12.4.1.1. <i>If the Contracting Authority makes a Temporary Worker permanent within the first eight (8) weeks of an Assignment.</i></p> <p>12.4.1.2. <i>From week eight (8), the Contracting Authority may utilise the extended hire period of 4 weeks and no transfer fee will be payable.</i></p> <p>12.4.1.3. <i>A Contracting Authority may provide the appropriate notice period anytime up to the end of the eighth working week and take the Temporary Worker permanently without a Transfer Fee at the end of twelve (12) Working Weeks. For example, if notice was given at week (six) 6, then the notice period would be six (6) weeks, taking it to the end of twelve (12) working weeks.</i></p> <p>12.4.2 <i>Eight (8) weeks from the end of any Assignment</i></p> <p>i. 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>"</p> <p>ii. 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. 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.</p>
<p><b>PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES</b></p>	
<p><b>PART 4.1: KEY PERSONNEL OF THE SERVICE PROVIDER TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:</b></p>	
<p><b>PART 4.2: SUB-CONTRACTORS TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:</b></p>	<p>N/A</p>

**PART 5: CONFIDENTIAL INFORMATION**

**PART 5.1: THE FOLLOWING  
INFORMATION SHALL BE DEEMED  
COMMERCIALY SENSITIVE  
INFORMATION OR CONFIDENTIAL  
INFORMATION:**

N/A

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After: 8 pt, Line spacing: Multiple 1.08 li

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Contract between the Supplier and the Authority.

