

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

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.

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Contracting Authority Name	Secretary of State for Health and Social Care acting as part of the Crown [REDACTED]
Contracting Authority Contact	[REDACTED]
Contracting Authority Address	Department of Health and Social Care 39 Victoria Street Westminster Victoria London SW1H 0EU
Invoice Address (if different)	[REDACTED]

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

Framework Ref	RM6160: Non Clinical Temporary and Fixed Term Staff
Framework Lot	Lot 2
Call-Off (Order) Ref	
Order Date	12/07/2023
Call off Start Date	31/07/2023
Call-Off Expiry Date	30/09/2023
Extension Options	To be agreed
GDPR Position	Independent Controller
Job role / Title	Purchase Ledger [REDACTED] [REDACTED]
Temporary or Fixed Term Assignment	Temporary Assignment
Hours / Days required	37
Unsocial hours required – give details	As agreed at point of supply
High cost area supplement details	1. None

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DBS REQUIRED (FEE TYPE 1 AND 2 ONLY)	1. Basic
Immunisation requirements? (Fee type 1 only)	None

Pay band		
Fee Type	2. Non-Patient Facing (Disclosure)	
Expenses to be paid or benefits offered		
Expenses to be paid by Temporary Worker		
Charge rates		
Total Contract Value		

Method of payment	

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Discounts applicable	<div>[Redacted]</div>
	<div>[Redacted]</div>
	<div>[Redacted]</div>
	<div>[Redacted]</div>

Criminal records check	Yes - Basic
BPSS required	Yes
State required clearance and background checking	None
Skills, mandatory training and qualifications necessary for the role	

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

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## VARIATIONS TO CALL-OFF TERMS AND CONDITIONS

- (i) The Parties agree that, where a Fixed Term Assignment will be placed with a Central Government Contracting Authority, under this Agreement, Framework Schedule 1 Clause 5.6 shall be replaced with the below:

For Central Government Contracting Authorities, the Supplier shall ensure that Fixed Term Work-Seekers supplied are compliant with the following requirements as specified in the Cabinet Office Baseline Personnel Security Standard. Verification of:

- Identity
- Nationality and Immigration Status
- Employment history (past 3 years)

For the avoidance of doubt, this variation shall not apply to Temporary Work-Seekers placed with a Central Government Contracting Authority, under this Agreement.

- (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.

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(iii) Cl. 12.2 – 12.4 of Framework Schedule 1 (Specification) shall be replaced with the below depending on whether the transfer falls under A or B:

A) Transfer Fees where a Temporary Work-Seeker is engaged by the Contracting Authority as a permanent employee or a directly engaged temporary worker (including as a directly engaged fixed-term worker)

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.

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 four (4) 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: twenty-two (22) weeks from the start of the Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a directly engaged temporary worker (including as a directly engaged fixed-term worker) within the first twenty-two (22) weeks of an Assignment.

12.4.1 From week twenty-two (22), the Contracting Authority may utilise the extended hire period of 4 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 twenty-second working week and take the Temporary Work-Seeker directly without a Transfer Fee at the end of twenty-six (26) Working Weeks. For example, if notice was given at week (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 four (4) 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 directly engaged temporary worker (including as a directly engaged fixed-term worker) within four (4) weeks from the end of an Assignment.

B) Temp to Third Party Transfer where a Temporary Worker is engaged either directly or indirectly through another Employment Business or any third party

12.2. Suppliers that are Employment Businesses can charge Temp to Temp Transfer Fees as long as, during or following the most recent Assignment of the relevant Temporary Worker, the Contracting Authority has first been given the option by the Supplier, to have that Temporary Worker 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 Temp to Temp 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.

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12.4. A Supplier of Temporary Worker can only charge Temp to Temp 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 Assignment with the Contracting Authority.



12.4.1 From week eight (8), the Contracting Authority may utilise the extended hire period of 18 weeks and no Temp to Temp 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 transfer the Temporary Worker without a Temp to Temp Transfer Fee at the end of twenty six (26) Working Weeks. For example, if notice was given at week (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 Worker can charge Temp to Temp 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

- (iv) 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 administrative activities relating to the PSC whilst on Assignment, for example induction, site health & safety briefing and similar activities.
- (v) 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.
- (vi) 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

Key Subcontractors




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For and on behalf of the Supplier:		For and on behalf of the Contracting Authority:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	25 July 2023	Date:	24 July 2023