

The adherence to the terms and conditions set out herein is a requirement of continued membership of the Preferred List for the Provision of Agency Workers to Exeter City Council

In these terms and conditions the Council shall mean:

Exeter City Council or their appointed representative

of

Civic Centre
Paris Street
Exeter
EX1 1RQ

Or any other of their offices or areas of operation within the boundaries of the City of Exeter

In these terms and conditions the Provider shall mean:

The recruitment agency, temporary worker provider etc. whose company name is:

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of

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Or if not entered above the Provider shall be the company that has submitted a price in response to a request for quotation based on these terms and conditions and subsequently supplied an Agency Worker in respect of such.

Preferred Provider Eligibility Requirements

Whilst an approved member of the Provision of Agency Workers Preferred List your company shall:

- Comply with and maintain all requirements detailed on original pre-qualification questionnaire
- Be and remain an established recruitment agency with sufficient staffing on the books to meet the Councils needs in one or more of the areas listed in the section 'Requests for Provision of Agency Workers and Selection Process' below
- Comply with all the requirements of the Agency Workers Regulations 2011
- Comply with Council policies on employment as on Preferred List web page on exeter.gov.uk domain. If Council policies change or are added these terms and conditions will be changed and you will have the opportunity to cease being a member of the Preferred List at that time if you cannot comply with such amendments
- Hold and maintain membership of the Recruitment & Employment Confederation, or other equal and approved body at the sole and final discretion of the Council
- Take out and maintain at the required values all insurance policies as required by legislation, Exeter City Council or detailed on original pre-qualification questionnaire

Requests for Agency Workers and Selection Process

All requests for quotations (RFQs) for the supply of Agency Workers will be placed by Human Resources, usually via email, with the exception of emergency cover requirements at the Materials Reclamation Facility (MRF) and Cleansing, which will be either by telephone or email. In such cases of emergency cover the Provider shall supply quotations to both the requestor of emergency cover and their normal Human Resources contact.

For the Provider's quotation to be considered competitively (subject to the suitability of the proposed Agency Worker) it will need to be received within the timescale stated on the request. This timescale will typically be 1 working day, but may vary depending on the Council's requirements.

The method of contracting shall be on the following selection basis:

1. RFQ in relation to the required appointment sent out to all approved Providers on the preferred list
2. The lowest quotation submitted within the timescale stated on the RFQ will be chosen subject to the proposed Agency Worker meeting the needs of the Council
3. If the proposed Agency Worker to be supplied by the lowest quoting Provider is deemed by the Council not to meet the needs of the Council then the Council shall assess the next lowest quoting Provider's proposed Agency Worker and carry out the same selection process in 2. above
4. This process 2. and 3. to continue until an Agency Worker that meets the needs of the Council as determined by the Council is found
5. Should an RFQ process fail to meet the needs of the Council the process will be restarted with new RFQs (proposing an alternative Agency Worker to that submitted in the previous quotation process(s)) sought from all Providers on the preferred list

As some Council services have high demand for Agency Worker provision the Council reserves the right to request quotations from all approved Providers on the preferred list for fixed prices over typically six month durations for specified types and grade of post to be filled. Such rates will only apply to the types of post requested to be quoted for and the prices will be held for use at any period during the fixed period. Prior to the end of the fixed period the Council will request further fixed prices for the following fixed period if so required to meet the needs of the service.

Due to the nature of emergency cover and the potential lack of resources available to carry out the selection process as detailed above the Council, in emergency provision cases, reserves the right to contract with any approved Provider who can fulfil the requirement of the emergency cover within the emergency timescale, not necessarily the lowest value. Failing suitable supply being available within the emergency timescale from the approved providers the Council reserves the right to contract to Agency Worker Providers that are not members of the preferred list.

Areas requiring agency workers will typically, but not exclusively, be:

- Refuse collection/processing and cleaning
- Drivers (HGV and LGV)
- Administration
- Occupational professional posts, for example in Planning, Legal, Surveying

The Council will provide the Provider with a job description, person specification, and grade associated with the post to be temporarily filled or will indicate the grade and nature of the duties and responsibilities required.

All pre-recruitment checks shall be the responsibility of the Provider.

Where Agency Workers prove to be unsuitable upon engagement, the Council can request the placement ceases within a period as the Council considers reasonable. This can be with immediate effect if the Council so deems it essential.

Payment for the supply of Agency workers

Invoices shall be submitted on a monthly basis and shall be broken down per Agency Worker as below with a single total to be paid for all Agency Workers for that month. Any additions or deductions shall be shown clearly against each individual Agency Worker.

Each invoice shall contain:

- Name of Agency Worker
- Department/Section where the Agency Worker is based
- The contract price - (broken down to show hourly rate, total hours worked)
- To ensure compliance with Agency Workers Regulations 2011 the supplier will at all times maintain accurate records of each placement and provide a weekly up date.

Payment of invoices will be within 30 days of receipt of correct invoice

Provider's obligations to the Council

For the duration of membership of the Provision of Agency Workers Preferred List and or of the engagement of an Agency Worker the Provider shall:

- Adhere to these terms and conditions
- Provide any information about the Agency Worker(s) sufficient for the Council to determine their suitability for the role to be filled
- Arrange suitable payment and associated deductions in respect of salaries / wages of the Agency Worker in line with HMRC regulations and guidance
- Be responsible for verifying the identity of the Agency Worker, the validity of evidence to support the essential person criteria for the role, the legal rights of the Agency Worker to work in the role described
- Be responsible for obtaining all references, CRB/DBS disclosures, work permits etc.
- Provide information about individual contracts between the provider and the Council as the Council may so require
- Submit invoices in line with these terms and conditions

Council's Obligations to the Provider

For the duration of the engagement of an Agency Worker the Council shall:

- Carry out their responsibilities for the provision of the health, safety, welfare, direction, supervision and control of the Agency Worker
- Pay the Provider such amounts as may become due under their quotation, any subsequent amendments to such quotation to ensure compliance with the Agency Worker Regulations 2011 equal pay provisions and all in line with these terms as conditions

Permanent Employment

It is the policy of the Council to advertise all vacancies that arise and to allow Agency Workers to apply for any applicable advertised posts. No 'introduction', 'finders' or 'temporary to permanent' fee, charge, levy or the like will be paid to the Provider by the Council in any circumstances where an Agency Worker applies for any position at the Council in open competition and is subsequently appointed. There will be no requirement on the Council to advise the Provider of an application for any post by any Agency Worker.

Travel, Accommodation and Subsistence Expenses

Unless otherwise specified prior to booking, no Agency Worker will be eligible for payment of travel, accommodation and subsistence expenses, and these will neither be charged to the Council by the Provider nor in turn paid to the Agency Worker.

In specific circumstances, the Council may wish to agree to pay specified amounts of expenses. These must be agreed in principle with the Council in advance of being incurred and will be charged to the Council at cost and should not exceed the maximum rates as outlined in the Council's policies dealing with these expenses such as the Green Travel Plan. The Provider will ensure the Agency Workers are made aware of the details of this clause with regard to travel, accommodation and subsistence expenses.

Unsolicited CVs

The Provider will only submit a summary of the Agency Workers details in a format agreed with the Council and in response to a request for quotation by the Council. The Provider will not send unsolicited CVs to the Council.

Occupational Health and Sickness Procedure

It is the duty of the Provider to ensure that all Agency Workers registered with it who are to work for the Council have confirmed that they are fit and healthy to carry out the role to be filled. Any short or long term Agency Worker health requirements that can impact on the delivery of the Council's operational objectives must be declared by the Provider at a reasonable time prior to commencement of the appointment in order for the Council to identify what necessary reasonable adjustments to working practices can be made if and as required. The Provider shall ensure that Agency Workers are given the opportunity to declare a disability. All rights and obligations under this section are subject to compliance with the Data Protection Act 1998 and or the Equality Act 2010.

For certain categories of Agency Worker a medical examination will be undertaken as part of the health assessment.

The Provider will inform all Agency Workers to declare before the commencement of each and every Placement with the Council that he or she is fit to work and the Provider will confirm those details and provide health data or records in a format to be agreed with the Human Resources Team at the Council.

Agency Workers should report sickness absence and return from sickness details to the Provider within 2 hours on the first day of sickness absence and return. The Provider will then inform the Council immediately and if the Council requires substitute Agency Workers the Provider will

endeavour to find substitute Agency Workers for the same or lower rates, but if no such substitute reasonably acceptable to the Council is available no charge will be imposed for Agency Worker absence due to sickness and the Council will be entitled to seek quotations for replacement Agency Workers from other Providers.

Uniform and Equipment

The Provider will ensure that all Agency Workers wear the uniform, safety clothing, equipment and accessories specified by the Council for certain jobs, or adopts the standard of dress approved by the Council.

In the case of Agency Workers who are not, because of the work they are involved in, required to wear a uniform then the Council will specify its required dress code in respect of such person.

The Council shall provide all PPE required EXCEPT footwear which shall remain the responsibility and cost for the Agency Worker. The Council shall not pay for any other clothing or footwear required by the Agency Worker to carry out their full range of duties.

Computer and ICT Infrastructure Use / Access

All Agency Workers shall be made aware of the Council's ICT Acceptable Use Policy prior to commencing their engagement and shall comply with such policy or as amended for the duration of their engagement or anytime thereafter as may be applicable to the policy wording.

Data Protection

The Council is bound by the requirements in the Data Protection Act 1998. The Council requires that the Provider abides by the requirements set out in the Data Protection Act 1998.

By being a member of the Preferred List for the Provision of Agency Workers or by providing an Agency Worker under these terms and conditions your company agrees to:

- comply with any statute, statutory instrument, rule, order or regulation under the Act
- at all times have in place and maintain to the satisfaction of the Council procedures to protect any data in your companies or your provided Agency Workers possession from unauthorised or unlawful processing, loss, damage or destruction
- keep the Council fully indemnified against all actions, claims, costs, expenses and damages brought against or suffered by the Council arising out of any breach by the provider, its servants or agents of the above conditions or the Data Protection Act 1998

Agreement

We the undersigned hereby agree that by submitting a quotation or providing an Agency Worker in response to an RFQ or emergency request for supply of an Agency Worker the Provider is acknowledging receipt and understanding of and adherence to these terms and conditions for the duration of membership on the Preferred List of Agency Worker Providers or the continued appointment of an Agency Worker originally appointed under these terms and conditions, whichever may so end later.

Signed for Provider:

Date:

Name:

Position in Company:

These terms and conditions are subject to change from time to time to ensure they remain in compliance with statutory requirements, legislation, regulations, HMRC and HSE guidance and the Council's policies and processes.

Current version: Revision 3 – November 2013
