

TATA STEEL



**Agreement and
General Conditions for
the Hire of Contract Staff**

CC9
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CC9

Agreement and General Conditions for the Hire of Contract Staff

No.....

THIS AGREEMENT is made the day of 20

between

(hereinafter called the "Hirer"),

and

(hereinafter called the "Contractor")

WHEREAS for the consideration hereinafter set out the Contractor has agreed to make available to the Hirer the services of certain of the Contractor's employees, partners or sub-contractors on the terms and conditions hereinafter set out.

NOW THEREFORE it is agreed as follows:

1) 1. Definition of Terms

1. In this Agreement the following words and phrases shall have the meanings respectively given against them unless the context otherwise requires:

"Leaving Time" means the time specified in Schedule II;

"Quarter" means the periods between and including 1st January and 31st March, 1st April and 30th June, 1st July and 30th September or 1st October and 31st December in any year.

"Reporting Time" means the time specified in Schedule II;

"Services" means the Services of Staff as specified in the appropriate column of Schedule II;

"Site" means the land or buildings in, on, over, under or through which the Services are to be provided;

"Staff" means the persons whose services are to be made available by the Contractor and "Staff Member" means an individual member of the Staff; and

"Term" means the period between the dates specified in Schedule I.

2. In this Agreement the masculine shall include the feminine and the singular shall include the plural and vice versa unless the context otherwise requires.
3. Any reference to an Act of Parliament in this Agreement shall be a reference to that Act as it may be re-enacted or modified.

2) Contractor's Responsibilities

4. Clause headings and marginal notes are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
5. The attached Schedules form part of, and shall be construed with, this Agreement
1. The Contractor shall make available to the Hirer the services of such Staff specified in Schedule II as the Hirer may require from time to time during the term.
2. The Hirer may issue a Call Order or Call Orders requiring the services of Staff at any time during the term specifying:
 - a. the number of Staff within each category of Staff specified in Schedule II whose services are required;
 - b. the period for which those services are required;
3. If the requirements of the Hirer are communicated in a manner other than by the issuing of a Call Order then those requirements shall be confirmed promptly with a Call Order.
4. The Contractor shall promptly acknowledge receipt of each Call Order issued hereunder by signing and returning to the Hirer a copy.
5. The Staff shall:
 - a. have the requisite and necessary skills and experience to carry out the Services and, without prejudice to the generality of the foregoing, have the qualifications and experience (if any) specified in Schedule II, and
 - b. have sufficient, adequate and well maintained plant, equipment, (including, without limitation, safety clothing and equipment) machinery and tools to carry out the Services save to the extent the same are supplied by the Hirer pursuant to Clause 3(4) below.
6. The Contractor will (if so required by the Hirer) ensure that each Staff Member has read and understood copy of each of the documents specified in Schedule I in the form in force at the time that Staff Member commences any Services hereunder.
7. The Contractor will procure that each Staff Member shall comply with the terms of this Agreement insofar as they are applicable to that Staff Member. In particular, but without prejudice to the generality of the foregoing, the Contractor will procure that each Staff Member:

- a. signs and complies with the form of undertaking set out in Schedule III before commencing Services on the Site;
- b. is aware of the requirements of this Agreement insofar as they relate to him;
- c. complies with all lawful and reasonable directions (both general and specific) of the Hirer and with the Hirer's Site Regulations and general rules applicable to the Hirer's own employees on the Site;
- d. reports any defects or damage of which he is aware in, or to, any premises, plant, equipment, machinery, tools or other property of whatsoever nature in the possession, custody or control of the Hirer; and
- e. reports any accident which has caused injury or death to any person and any incident which, if repeated, may reasonably be expected to cause injury.

8. The Contractor hereby acknowledges:

- a. he has a written health and safety policy to the extent required by Section 2(3) of the Health and Safety at Work Act 1974 and, if the Contractor is a company, that he has complied with Section 79 of that Act to the extent it is applicable and has an approved code of practice;
- b. that he is self employed within the meaning of that Act and that the Staff are his employees, partners or sub-contractors;
- c. that he is familiar with the risks involved in, or arising out of, the Services including risks to the health and safety of the public and to the risks arising out of or in connection with the activities of Staff and has taken cognisance of any additional expense to the Contractor as a result of mitigating or minimising such risks;
- d. that he has satisfied himself as to the condition, fitness for purpose and safety of the premises, plant, equipment, machinery and tools supplied by the Hirer pursuant to this Agreement and as to the extent and nature of the Services to be supplied by him and/or the Staff hereunder.

9. Before each Staff Member commences any Services, the Contractor will do all that is reasonable in the circumstances and make all necessary inquiries to ensure that the Staff Member is honest and reliable and the Contractor will take special care where the nature of the Services to be provided by the Staff Member, or the circumstances in which they are to be

provided, are such that particular trust and confidence in that Staff Member might reasonably be required by the Hirer.

10. The Contractor warrants that he holds a current License (if so required) under the Employment Agencies Act 1973.

3) Hirer's Responsibilities

1. Subject to the Contractor's responsibilities pursuant to Clause 2 above, the Hirer shall provide reasonable and safe working conditions and working accommodation for the Staff.
2. Staff shall have access (but not exclusive access) only to such parts of the Site as are reasonably necessary for the purposes of performing the Services and to such other parts of the Site as the Hirer may expressly authorise.
3. Staff shall be permitted to enjoy canteen, medical and first-aid facilities to the extent that such facilities are provided by the Hirer for comparable employees of the Hirer at the Site.

Provided That:

- a. in the case of canteen facilities, no subsidy provided by the Hirer to its own employees shall be provided to Staff Members who shall be required to pay the full cost of those facilities; and
 - b. in the case of medical or first-aid facilities, the Hirer may charge the Contractor for the cost of any medical or first-aid treatment provided to a Staff Member; and
 - c. the Hirer shall have no liability to the Contractor or any Staff Member for any loss, damage, cost, expense, injury or death resulting from any Staff Member's use of those facilities and the Contractor shall indemnify and save harmless the Hirer from and against any loss, damage, cost or expense resulting from any claim made by a Staff Member or any third party arising out of such use.
4. The Hirer will provide and maintain such plant, equipment, machinery, tools and materials and allow the use of such gas, electricity and water supply that is available at the Site if, and to the extent that, the same are specified in Schedule I and are necessary for the performance of the Services

4) Rates

1. The Hirer will pay to the Contractor:-
 - a. the lump sum or rate for a period (as the case may be) specified in Schedule II; and/or
2. the appropriate hourly or weekly rate specified in Schedule II for each hour or week of Services provided by each Staff Member plus, if so specified in column K of Schedule II, the appropriate hourly rate for overtime for each hour of Services provided by each Staff Member outside the hours specified in column G of that Schedule.
3. The lump sum or rates specified in Schedule II are deemed to include all employment costs for each Staff Member including, without limitation, wages and other remuneration, taxation (other than value added tax payable in connection with the Services), sickness benefits, National Insurance Contributions and payments in respect of other insurances, pension and social security contributions, holidays with pay, training levies, subsistence or lodging allowance, and expenses of travel outside the Site, none of which shall be borne by the Hirer.
4. For the avoidance of doubt it is hereby stated that the Contractor is solely responsible for the administration required in connection with the matters referred to in sub-clause (2) above including the deduction and payment of any employee contributions except insofar as section 69 of the Finance (No. 2) Act 1975 may apply (deductions on account of tax etc. from payments to certain sub-contractors in the construction industry).
5. The Contractor will indemnify and save harmless the Hirer from and against any loss, damage, cost or expense resulting from any failure to comply with sub-clauses (2) and (3) above or resulting from any claim made by any Staff Member or third party in connection with the matters referred to in those sub-clauses.
6. The hourly or weekly rates and the rates for overtime specified in Schedule II shall apply only in respect of the hours or weeks (as the case may be) actually worked by each Staff Member in the provision of Services and no payment shall be due in respect of any time not so worked, including, without limitation, time taken for meal breaks, sickness or other leave of absence and holidays.

5) Time Sheets

1. Where payment is to be made by virtue of paragraph (b) of sub-clause 4(1) above (hourly or weekly rates), the Contractor will, as required by the Hirer:-
 - a. supply each Staff Member with a time sheet and will procure that the Staff Member records thereon the hours worked by him in the provision of Services; and/or

- b. procure that each Staff Member clocks in and out at the appropriate time office at the Site.
2. If accurate, each time sheet shall be countersigned by an authorized representative of the Hirer.

6) Payment Terms

1. At the expiry of each period specified in Schedule 1 hereto the Contractor will submit an invoice supported, if applicable, by a time sheet or time sheets for each Staff Member signed by that Staff Member and countersigned by an authorised signatory.
2. Unless otherwise stated in Schedule 1, the Hirer will pay the Contractor the amount due in respect of each invoice on the 15th day of the second calendar month if the invoice is submitted before the 5th day of the previous calendar month.

7) Indemnity and Insurance

1. The Contractor shall indemnify the Hirer against all actions, losses, liabilities, damages, claims, costs, charges, demands and expenses that arise out of, relate to or are in connection with the loss of, or damage to, any property (including but not limited to property of the Hirer) or injury to, or death of, any person (including but not limited to any employee of the Hirer) and the provision of the Services save to the proportionate extent that the same shall have arisen directly from the Hirer's negligence or wilful default.
2. Except in respect of personal injury or death or loss of, or damage to, property conferring on a person other than the Hirer a good cause of action against the Contractor and/or the Hirer, the liability of the Contractor under the indemnity provided under Clause 7 (1) for any one act or omission shall not exceed (unless otherwise stipulated by the Hirer prior to the Contract being entered into) the Contract Price as specified in Schedule 1 or £10 million whichever is the greater.
3. The Contractor shall arrange and maintain, at its own cost, all necessary insurance on terms satisfactory to the Hirer. In particular insurance must be effected for:
 - a. Public liability for not less than £10 million for any one incident;
 - b. Products liability for not less than £10 million for any one incident;
 - c. Employers liability insurance for a minimum limit of £10 million.
4. The Contractor shall maintain that insurance in full force and effect until the Contract term has expired. Whenever the Hirer requests, the Contractor shall show the Hirer evidence of insurance together with satisfactory evidence of payment of premiums. If any insurance is not effected or premiums not paid the Hirer may effect or pay the same and may deduct the cost of doing so from the Contract price.

8) Replacement of Staff Members

1. The Hirer shall be at liberty to require the removal and/or replacement of any Staff Member without giving any reason whereupon the Contractor shall procure the immediate removal of that Staff Member from the Site and (if so required) his prompt replacement with another person in accordance with this Agreement.

9) Hirer's Code of Conduct

1. It is a fundamental condition of this Agreement and of the placing by the business incorporated herein with the Contractor that the Contractor shall have complied and shall at all times and in every respect comply with the Code of Conduct of the Hirer as issued from time to time.

10) 10. Things Found on Site

1. All minerals, metals, objects, lost property and other things found or discovered on, under or around the site shall, as between the Contractor and the Hirer, be the property of the Hirer and shall be dealt with as the Hirer may direct.

11) Inventions

1. Any discovery, invention, improvement, process, design, drawing, calculation, formula or document (whether patentable or not) made, discovered or developed by any Staff Member in the course of, or by reason of, the Work or Services provided by the Staff Member shall be the property of the Hirer and shall be considered as confidential information of the Hirer.
2. The Contractor, will at the request and cost of the Hirer at any time, take all steps and execute all documents necessary to enable the Hirer to obtain patent or corresponding protection in respect of such of the matters referred to in sub-clause (1) above as may be so protected.

12) Secrecy

1. The Contractor shall not at any time disclose to any person any information acquired as a result of the making of this agreement which concerns the Hirer, its business or interests or which concerns any company, firm or person with which the Hirer may be in commercial or technical co-operation or association unless such disclosure is made with the written consent of the Hirer or is made to a Staff Member in order that he may provide work or Services and the Contractor shall not make use of any such information to the detriment or prejudice of the Hirer.

13) Publications

1. The Contractor shall not publish any literature, deliver any lecture or make any communication with the press concerning the Hirer, its business or interests nor take any photographs of the Hirer's property without the written consent of the Hirer.

14) Period and Termination

1. This Agreement shall commence on the signature hereof and shall, without prejudice to any rights or remedies which may have accrued to either party, cease to have force and effect:
 - a. on the expiry of the Term, or

- b. on the expiry of seven days from the date of a notice in writing issued by the Hirer pursuant to sub-clause (2) below, whichever is the earlier.
2. The Hirer may issue a notice referred to in sub-clause (1) above if:-
 - a. the Contractor is in breach of any term or condition of this Agreement or any other agreement with the Hirer for the hire of contract staff;
 - b. the Contractor is in breach of a contract of employment with any Staff; or
 - c. the Contractor shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a body corporate commence to be wound up (not being a member's voluntary winding up for the purpose of reconstruction or amalgamation), or suffer the appointment of a receiver over any part of the assets or business of the Contractor.
3. Where paragraph (a) of Clause 4(1) above applies (payment by lump sum or rate for a period) and this Agreement is terminated pursuant to a notice given under sub-clause (2) above then, without prejudice to any other right or remedy of the Hirer, the lump sum or rate otherwise payable in respect of the Term or the period in which the date of termination falls shall be reduced by an amount equal to the same proportion of that lump sum or rate as the proportion of the unexpired Term or period (as the case may be) remaining after the date of such termination bears to the proportion of that Term or period which has elapsed prior to the date of such termination.

15) Complete Agreement

1. This Agreement and the schedules attached hereto shall constitute the complete agreement between the parties and no correspondence prior to the date of signature hereof nor any standard terms and/or conditions of the Contractor shall have effect so as to modify its terms.
2. No variation or amendment of this Agreement shall have effect unless it is made in writing and signed by both parties.

16) Service

1. Any document, notice or proceedings required or permitted to be given, issued or served under, or in connection with, this Agreement shall be given or sent to the other party marked for the attention of the individual at the address specified in Schedule I hereto or, if no such address is so specified, at the registered office of that other party or, in the case of Tata Steel UK Limited or a firm or an individual, his principal place of business and any such document or notice properly

addressed and sent by recorded delivery shall be deemed to have been given or issued on the fourth day after the envelope containing the same was duly recorded and posted.

17) Law

1. This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

Signed for and on behalf of the Hirer

.....

Signed for and on behalf of the Contractor

.....

SCHEDULE I

Clause 1 – Definition of Terms

“SITE” -

“TERM” -

Clause 2(6) – Documents to be read and understood by each Staff Member

- 1 The safety code in force at the Site;
- 2 The Hirer’s Site Regulations;
- 3 The Hirer’s Commencement of Work at Site Certificate
- 4
- 5

in the form in force at the time the Staff Member commences work or Services.

Clause 3(4) – Plant etc. to be supplied by Hirer

Clause 6 – Payment Terms

Clause 6(1) – Invoices to be submitted at expiry of each month: quarter: year.

Clause 6(2) – Payment to be made by the 15th of

Clause 7 – Indemnity and Insurance

Clause 7(1) Paragraph (a) – Limit of liability -£

Clause 7(2) - Insurance, minimum sum -£

Clause 16

Address for service of notices etc. on Hirer:-

marked for the attention of

Address for service of notices etc. on Contractor:-

marked for the attention of

SCHEDULE III

Clause 2(7)(a) and (b) – FORM OF UNDERTAKING

UNDERTAKING BY STAFF MEMBER pursuant to an agreement (“the Agreement”) dated _____ and numbered _____

between

..... (the Hirer)

and

..... (the Contractor)

In the consideration of being permitted by the Hirer to enter the Hirer’s Site and perform work pursuant to the Agreement, I, the undersigned, agree with the Hirer as follows:-

- 1(a) I will comply with all lawful and reasonable directions (both general and specific) of the Hirer and with the Hirer’s Site Regulations and general rules applicable to the Hirer’s own employees on the Site;
- (b) I will report any defects or damage of which I am aware in, or to, any premises, plant, equipment, machinery, tools or other property of whatsoever nature in the possession, custody or control of the Hirer;
- (c) I will report any accident which has caused injury or death to any person and any incident which, if repeated, may reasonably be expected to cause injury;
- (d) I will record accurately the hours worked by me on the time sheets given to me by the Contractor;
- (e) I will give to the Hirer all minerals, metals, objects, lost property and other things found or discovered on, under or around the Site acknowledging that, as between me and the Hirer, they shall be the property of the Hirer and shall be dealt with as the Hirer may direct;
- (f) I will not, now or in the future, disclose to any person any information I may acquire as a result of working which concerns the Hirer, its business or interests or which concerns any company, firm or person with which the Hirer may be in commercial or technical co-operation or association nor will I make use of any such information to the detriment or prejudice of the Hirer unless such disclosure or use is made with the written consent of the Hirer as is required by law or, if such disclosure

or use is permitted by law notwithstanding this undertaking, is made after a reasonable period from the time I stop work;

(g) I will, at the request made any time and at the cost of the Hirer, take all steps and execute all documents necessary to enable the Hirer to obtain patent or corresponding protection in respect of any discovery, invention, improvement, process, design, drawing, calculation, formula or document made, discovered or developed by me in the course of my work; all of which I acknowledge to be the property and confidential information of the Hirer whether patentable or not; and

(h) I will not publish any literature, deliver any lecture or make any communication with the press concerning the Hirer, its business or interests nor take any photographs of the Hirer's property without the written consent of the Hirer.

2. Although I cannot be required by the Hirer to report for work or remain at work at any time, nonetheless I will give to the Hirer and the Contractor reasonable notice if I am unable or unwilling to report or remain at a time the Hirer is expecting me to do so.

3. I acknowledge and declare that no contract of employment exists between me and the Hirer.

4. I acknowledge that I have read all the documents I have ticked in the appropriate box below:-

the safety code in force at the Site

the Hirer's Site Regulations

the Hirer's Commencement of Work at Site Certificate.....

.....

.....

5. The words "work", "worked" and "working" in this undertaking relate to work pursuant to the Agreement.

Signed by

Address

.....

.....

.....

Date

SCHEDULE IV

Clause 2(2) – FORM OF CALL ORDER

CALL ORDER

To

(the Contractor)

Dear Sirs

We refer to our Agreement for the hire of contract staff dated and numbered

By this Call Order given in accordance with Clause 2(2) of that Agreement we notify you that we require the Services of Staff as set out below.

Category	Number required	Period(s) required	Holiday and Weekend requirements	Special requirements

Please acknowledge receipt of this Call Order by signing and returning to me the attached copy at the earliest opportunity.

Yours faithfully,

For and on behalf of

(the Hirer)

I hereby acknowledge receipt of a Call Order in the above terms

For and on behalf of

(the Contractor)

SCHEDULE V

SPECIAL CONDITIONS

The Agreement shall have effect as if:-