

PCL RECRUITMENT

PCL RECRUITMENT TERMS OF BUSINESS

Legal Statement

- 1.0 Any client, business or individual in receipt of the PCLR Terms of Business here by agrees to work within any and all caveats within these terms, any person, client or business that employs a PCLR worker can and will be punished in a court of law for breaking these terms.

These terms are negotiable from a financial stand point only. Any financial mentions within these terms are negotiable with company directors Christopher Day and Paul Singleton. Any negotiations with other third parties are contrary to these Terms of Business and would therefore be deemed un-lawful.

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1.0 Candidates

PCLR will source appropriate candidates for roles within the sector of employment appropriate to the client, be it private or public. By agreeing to have a candidate of PCLR work within your company, residence or for you in any capacity you here by agree to pay for those services and will provide details of where PCLR should invoice for payment.

Caveat 1.1 Invoices and Payment

An invoice for a post will be generated on the first day of employment and be paid within 30 days. Invoices will be submitted weekly (On a Friday) and must be paid no later than 5pm. If there is an issue with this, these terms are negotiable with either director but this must be agreed first.

1.1 Candidate Contracts

When working with a candidate of PCLR you are entering into a casual contract agreement between yourselves and the candidate, who is a representative of PCLR. Upon accepting the work through PCLR the candidate agrees to work for a period of time that has been negotiated between a PCLR consultant and/or director and the third party in question. In no way is the third party allowed to contact the PCLR candidate prior to contact with PCLR. The candidate has no legal obligation to fulfil this contract however failure to do so will result in their consideration for work being severely diminished.

2 PCLR Candidate Employment Terms

All PCLR candidates working on behalf of us do so on the understanding that they work for PCLR on a NON CONTRACT basis. Each candidate agrees to work for a specific period but is under no obligation to do so. Work through PCLR is in no way guaranteed for any period. All clients of PCLR have the right to remove candidates at any time without warning or notice. There is no obligation to the client to keep the candidate in work for any stated period.

All PCLR candidates are able to transfer into the employment of another company so long as certain criteria are met. Failure to meet these criteria means you are breaking Terms of Business.

To remain sustainable as a business we will accept only, in writing, (Email) one week's notice period (See more in Charges Section 7) (based on a 5 day week, bank holidays and company closures are excluded from these weeks) Agreed Fees can be negotiated for staff not working on a temp to perm basis.

These terms are fully negotiable with either company directors or an appointed consultant (appointed by either director)

2.1 PCLR Rights Over Our Candidates

Any candidate registered with PCLR via any means becomes a member of the PCLR group. Any candidate that is introduced to a third party via PCLR prior to the third party having knowledge of the candidate has subsequently been referred via PCLR. If any third parties attempt to employ a PCLR candidate without the involvement or notification of PCLR will be subject to the terms and conditions in section 2.

This suspicion only has to be suspected. Only after 1 year of the candidate not working via PCLR can a third party approach a PCLR candidate without the involvement of PCLR. This term is to safeguard the running of our business and ensure our candidates are sufficiently looked after.

3 Insurance for Candidates

All PCLR candidates are fully insured via one of three sources:

ISS Umbrella Company OR

Dover Green Umbrella Company

Contact details for either of these companies can be found in the contacts section of these terms. ISS and Dover Green are professional bodies that insure all parties working via PCLR. For any insurance information please contact the candidates umbrella company using the contact details on the contacts page

PAYE

PCLR candidates are paid on a PAYE system and are covered by their National Insurance contribution any additional insurance need for a candidate is the responsibility of the client for which the candidate is working. Should you wish to speak with the PCLR accounts department these details are stated at the bottom of this document.

3.1 Insurance For The Employee

(PCLR) are a registered company with Companies House and ICO. We ensure that National Employers and National Employees insurance is paid via our umbrella companies Dover Green and ISS or our accounting department. This insures that all candidates of PCLR are insured when stepping into the work environment. No extra insurance or concessions will need to be made for a PCLR candidate. For further information please contact either Umbrella Company or accounts using the contact details from the contacts page.

4 Medical Wellbeing and Fitness

All candidates registered with PCLR are asked to provide a full medical declaration upon their registration. The candidates have given consent to PCLR to provide any appropriate work related medical, wellbeing or fitness concerns to any future employer. All information taken from candidates will be treated as the truth and the candidate has signed to say it is so. If any Medical, Wellbeing or Fitness concerns arise that were not stated on a candidate declaration full responsibility lies with the candidate. Any insurance or subsequent issues MUST be dealt with by the third party in question and the candidate.

PCLR will be happy to help both third party and candidate but assume no financial responsibilities what so ever.

4.1 Fit And Proper Persons Agreement

PCLR are dedicated to providing fit a proper workers for appropriate roles with any and all third parties.

All candidates have signed a fit and Proper Persons Agreement and have given permission for all information to be shared with all third parties. The agreement includes a declaration of any and all police checks and records as well as any and all certification or qualification stated by the candidate. Proof of all certification and qualification will be kept on file by PCLR (MORE INFORMATION CAN BE FOUND IN SECTION 5)

All candidates will be asked to declare any police records and or convictions and will sign the FPPA stating that what is declared is the truth. Candidates will not be subject to a DBS check unless this is sated as a priority for clearance by a third party. Any persons that declare false information to PCLR will be immediately removed from our workforce and, if necessary, removed from a third party post with immediate effect.

Any candidates working with children are subject to DBS checks, update service requirements and barred list checks in addition to the standard checks.

5 Candidate Clearance

All candidates registered with PCLR with undergo stringent clearance checks prior to being cleared to work PCLR will attempt to clear files within 5 working days but give no certain timeframe for candidate clearance.

All clearance documentation taken from the candidate is taken with the candidates permission, in line with GDPR (More info in section 7). A candidate provides 2 forms of ID (one photographic) a proof of right to work in the UK, a proof of

address (within the last 3 months or 12 months if council tax bill) all qualifications and certification and a minimum of 2 references, one from a most recent employer and one other reputable reference from the candidates working past within the last 12 months. This will all be taken in addition to an application form being filled out and all legal declarations being signed.

5.0 Caveat- All clearance will be sent, once a booking is made, any and all clearance information will be given to all 3rd parties via a “vetting document” the vetting document will outline candidate clearance and to what level.

5.1 Candidate Waiver Clearance.

As spoken about in Section 5 all candidates will be cleared with the mentioned criteria. PCLR reserve the right to ask all third parties who wish to work with a PCLR candidate for a “Waiver” a waiver will be asked for by an appointed PCLR consultant or director if deemed necessary.

A waiver may be needed when a candidate is not fully cleared to work and has one or more of the mentioned criteria missing. Any third party has the right to refuse a waiver but this will result in the candidate not being able to begin working until clearance criteria is met. Any waivers from a third party must be given in writing and will be kept on file by PCLR.

5.2 AWR (Agency Worker Regulations)

All agencies across the UK are bound by Agency Worker Regulations. (AWR) PCLR will work within the AWR framework (AWR) All PCLR candidates will be subject to AWR after 12 consecutive working weeks with one third party company. If you require more details on AWR please contact Christopher James Day or Paul Singleton, PCLR (Company Directors) and you will be informed of AWR criteria.

6 GDPR (General Data Protection Regulations)

PCLR are fully GDPR compliant and will not share any data on candidates, third parties or subsidiaries including our own employees without the expressed permission of the parties in question. All data given to PCLR will be kept lawfully under lock and key and will not be made available for consumption by anybody without expressed permission.

Any parties wishing to have their data removed from our database must request this in writing by contacting our info email address that can be found in our contacts section of Terms of Business.

7 Charges

PCLR work in a very different way to our competitors. We operate a set margin beginning at £2.50 per hour on top of the candidates wage e.g. candidate wage £8.21 charge to you would be £10.71+VAT

All staff are expected to complete a negotiable term usually 12 weeks of continuous employment minimum 16hrs a week before the staff member is able to migrate from PCLR to the 3rd party company. We will never and have never charged percentages as we believe this is unfair.

(No Fees)

PCLR charge no additional fees for their staff once each candidate has completed their allotted time period we require one week's notice and then the staff member is free to migrate at your request.

7.1 Companies General Information

Companies House Number- 11483779 (PCLR LTD)

Company Directors -Paul Singleton and Christopher James Day

Company Address- 1 Highfield Park, Haslingden, BB4 4BH

**Company Contact Details [TEL:01706 418 223](tel:01706418223)
EMail:[Hello@pclrecruitment.co.uk](mailto>Hello@pclrecruitment.co.uk)**

Umbrella Contacts

ISS Bedford House, Sark, Guirsey GY10 1SF

Tel: 0800 0284 211

Fax: 0148 1832 996

Email Info@issgroup.co.uk

Dover Green Umbrella

DG Limited, Rock House, Sark, GY10 1SF

Tel: 0345 130 1521

Fax: 014 8183 2996 Email- Info@DoverGreen.com

PCLR Accounts

Please contact amydownes@alaccountants.com

Ask for Amy