

SUPPLY OF PERSONNEL ONLY, UNDER MODEL CONDITIONS

The CPA ensures that hire conditions used by members clearly stipulates the responsibilities of both the customer and owner. On occasions members have been approached by customers to supply only personnel without any accompanying plant to fill a specific function on site.

The cause below can be inserted into the hire contract when you are supplying personnel only.

"SUPPLY OF PERSONNEL"

"When a driver or operator or any person is supplied by the Owner, the Owner shall supply a person competent in operating the plant identified by the Hirer to the Owner prior to the date of the contract or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall not operate any plant other than that identified by the Hirer to the Owner prior to the date of the contract or for such purpose for which the person is supplied, unless the Owner has given his prior written agreement. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of any plant or for such purpose for which the person is supplied be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of Clause 13) who also shall be responsible for all claims arising in connection with the operation of any plant by or such work carried out by the said drivers/operators/persons."

HOWEVER, in addition to this under the Employment Agencies Act 1973 and the 2003 Conduct Regulations, certain information needs to be exchanged between the Plant Owner and the Hirer (the Customer) prior to the worker arriving on site.

- i. The Hirer (Customer) needs to provide the following information to the Plant Owner:
 - The identity of the Hirer (Customer) and, if applicable, the nature of the Hirer's (Customer's) business.
 - The date on which the Hirer (Customer) needs the worker to start work and the likely duration of the work.
 - The type of work which the Hirer (Customer) wants carrying out, the location, hours and any possible risks to health or safety for the worker.
 - Details of any experience, training, qualifications and/or any authorisation required, for example if driving licences or CPCS cards are required for the work the worker is to be carrying out.
 - Details of any mandatory payments payable to (or in certain circumstances by) the personnel hired out, for example bonus or site rate differential schemes.

- ii. The Plant Owner needs to send confirmation to the Hirer (Customer) details of the worker who will be supplied:-
- Their worker's identity.
 - Any experience, training, qualifications and/or any authorisation required for example if driving licences or CPCS cards are required for the work the worker is to be carrying out.
 - That the worker is willing to carry out the work that the Hirer (Customer) has specified.
 - That the worker will be paid by the Plant Owner. (NB In extremely unusual circumstances where the Hirer (Customer) is actually paying your employee, other rules apply. Please refer to the CPA when applicable)

Plant Owners will find that some of the above bullet points are naturally raised when a Hirer (Customer) contacts the Plant Owner for a worker to fill a specific function on site. Only by raising each of the above points, will the Plant Owner comply with the Employment Agencies Act 1973 and the 2003 Conduct Regulations.

If Members have any questions regarding this issue, please do not hesitate to contact David Smith on 020 7796 3366 or via e-mail at david.smith@cpa.uk.net