**Heads of Agreement in respect of the cross-hire of labour**

Parties to this agreement:

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Together the Parties and each a Party and either a ‘Provider’ or ‘Hirer’ of labour (‘Secondees’) as the case may be).

The Parties consider that the upcoming workload in the foundations market is increasing with the work on HS2, highways investment etc etc. The availability of trained and competent site operatives is a key element for the industry in meeting the demands of this increase in workload and accordingly each of the Parties is working to increase the size of its workforce in this regard. However in the short term the parties foresee the possibility to cross-hire labour and supervision between themselves and agree that where this happens it will be on the terms set out in this Heads of Agreement.

1. The Secondees are employed by the Provider and shall be seconded to the Hirer in accordance with this agreement. For the period of the secondment the Secondees will work as part of the Hirer’s project team and will be managed on a day to day basis by the Hirer. As soon as reasonably practicable the Hirer shall refer any management issues concerning any Secondee that comes to its attention to the Provider.
2. The Hirer shall not:
3. breach the employment contracts of the Secondees; or
4. require the Secondees to do anything that shall breach the employment contracts
5. have any authority to vary the terms of the Secondees’ employment contracts
6. The Hirer shall provide the Provider with such information and assistance as it may reasonably require to carry out its obligations as the Secondees’ employer.
7. During the period of any secondment the Secondees shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the employment contracts, and shall remain subject to the Provider’s approval and notification procedures.
8. During the term of any secondment the Hirer shall fulfil all duties relating to Secondees’ health, safety and welfare as if it were their employer and shall comply with the Provider’s reasonable requests in connection with the Provider’s duties in relation to the Secondees.
9. In the event of any valid claim being made under the Provider’s Employer’s Liability Insurance in respect of any relevant event or matter occurring during a period of secondment the Hirer will be liable to the Provider’s insurer for any insured losses and to the Provider for any associated uninsured losses.
10. The Hirer acknowledges that the Provider is not responsible for the way in which the Secondees fulfil their duties and waives all and any claims that it may have against the Provider arising out of any act or omission of the Secondees in the course of carrying out their duties.
11. The Provider confirms that the Secondees have consented to the Hirer processing data relating to the Secondees for legal, personnel’ administrative and management purposes and in particular to the processing of any ‘sensitive personal date’ (as defined in the Data Protection Act 1998).
12. The Parties agree that (except with the prior consent of the employing Party) they shall not during the term of this agreement and for a period of 12 months thereafter directly or indirectly solicit or entice away any Secondees from the Provider’s employment.
13. The Provider shall continue to pay the Secondee’s salaries and any allowances, provide any benefits due to the Secondees or their dependants, make any payments to third parties in relation to the Secondees and make any deductions that it is required to make from the Secondees’ salaries and other payments.
14. The rates to be paid by the Hirer to the Provider in respect of the Secondees are as set out in Schedule A to this agreement. The rates will be subject to VAT at the current rate.
15. The Provider shall send the Hirer an invoice on or about the last working day of each month specifying the payment due under this agreement in relation to the preceding month and the amount of VAT due on the payment. Such invoices shall be payable by the Hirer within 14 days of receipt.

Signed on behalf of the Parties:

1. …………………….
2. ………………….