



Temporary Recruitment Contract

Volume 2- Service Specification

SPECIFICATION
TEMPORARY RECRUITMENT CONTRACT

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TEMPORARY RECRUITMENT CONTRACT

SPECIFICATION

1. Preamble

- 1.1. CWM Environmental Ltd is an exciting, innovative waste and recycling company. We care about the environment we all live in. CWM is based in the heart of Carmarthenshire and provides a first-class service for both domestic and commercial sectors.

We aim to divert as much waste as possible from landfill. CWM takes a proactive approach in meetings, greetings, and educating people from all walks of life about how we can achieve sustainability by enabling the optimisation of reuse, recycling, and the recovery of materials. CWM has achieved growth and recognition both within the community and nationally for its successes.

- 1.2. CWM operate two Materials Recycling Facilities at Nantycaws. The Black Material Recovery Facility (MRF) ensures the greatest recovery from waste historically destined for landfill, whilst the other, Resource Recovery Facility (RRF), is purpose-built to ensure maximum recycling from blue Household recycling bags and commercial collections. We operate four Household Waste Recycling Centres (HWRC) where Carmarthenshire residents are encouraged to bring their segregated waste streams in for reuse, recycling, and recovery. Our established Merlin's Magic Compost is processed from organic materials at our Nantycaws Compost Facility. Over the years, this has become a recognised brand both within Carmarthenshire and the surrounding counties.
- 1.3. In order to undertake its businesses effectively and efficiently, CWM Environmental Ltd. requires a reliable, value-for-money contractor to provide temporary recruitment services.

2. Interpretation

- 2.1. This Specification forms part of the Contract and shall be read in conjunction with Volume 3 (Contract).
- 2.2. In the event of any conflict between this Specification and the Contractor's Tender submission, this Specification shall prevail unless expressly agreed otherwise in writing.
- 2.3. The Contractor shall comply with all Applicable Law, including but not limited to:
- 2.3.1. Agency Workers Regulations 2010
 - 2.3.2. Employment Agencies Act 1973
 - 2.3.3. Conduct of Employment Agencies and Employment Businesses Regulations 2003
 - 2.3.4. Working Time Regulations 1998
 - 2.3.5. Health and Safety at Work etc. Act 1974
 - 2.3.6. Equality Act 2010
 - 2.3.7. Modern Slavery Act 2015

- 2.3.8. Procurement Act 2023
- 2.3.9. Data Protection Act 2018 and UK GDPR

3. Scope of Services

- 3.1. The Contractor shall supply Temporary Agency Workers (“Workers”) to CWM Environmental Ltd (“the Authority”) at Sites specified in the Contract Particulars.
- 3.2. The Services shall include recruitment, vetting, onboarding, payroll administration, compliance management, and ongoing worker management.
- 3.3. The Contractor shall ensure continuity of supply sufficient to meet operational requirements, including emergency and short-notice cover.
- 3.4. The Authority does not guarantee minimum volumes of work.

4. Employment Model (Mandatory)

- 4.1. All Workers supplied under this Contract must be engaged and paid solely via PAYE.
- 4.2. The Contractor shall not:
 - 4.2.1. Use Mini Umbrella Companies (MUCs);
 - 4.2.2. Use or facilitate tax avoidance schemes;
 - 4.2.3. Use offshore payroll arrangements;
 - 4.2.4. Engage Workers via disguised remuneration models;
 - 4.2.5. Use umbrella companies listed on HMRC’s tax avoidance registers.
- 4.3. The Contractor shall ensure that these requirements apply throughout its supply chain.
- 4.4. Breach of this Clause shall constitute a Material Breach and grounds for immediate termination
- 4.5. Transfer to Permanent Engagement (No Fee After 12 Weeks)
 - 4.5.1. The Contractor acknowledges that CWM Environmental Ltd reserves the right to offer employment or otherwise directly engage any Worker supplied under this Contract after a qualifying period of twelve (12) weeks.
 - 4.5.2. Following completion of the twelve (12) week qualifying period (calculated in accordance with the Agency Workers Regulations 2010), no transfer fee, introduction fee, hire fee, penalty, rebate loss, or other charge shall be payable by the Authority in respect of such engagement.
 - 4.5.3. The Contractor shall ensure that its pricing model, margins, and charge rates fully reflect this requirement.
 - 4.5.4. Any pricing assumption which seeks to recover transfer fee income or to otherwise offset this requirement through hidden or contingent charges shall be deemed non-compliant.

5. Lot Structure and Workforce Provisions

- 5.1. The Services are divided into Lots as defined in this Specification.
- 5.2. Each Lot will be awarded to one or more Contractors.
- 5.3. Contractors shall operate independently within their Lot.

- 5.4. There is no expectation of workforce sharing across Lots.
- 5.5. Any movement of workers between Contractors:
 - 5.5.1. must comply with TUPE where applicable;
 - 5.5.2. must not occur for commercial advantage;
 - 5.5.3. must not circumvent transfer fee or contractual protections.

6. Right to Work & Vetting

- 6.1. The Contractor shall complete and retain documentary evidence of:
 - 6.1.1. Right to Work verification;
 - 6.1.2. Identity checks;
 - 6.1.3. Qualifications/licences verification;
 - 6.1.4. DBS checks (where required);
 - 6.1.5. Employment references.
- 6.2. No Worker shall commence an Assignment until all compliance checks are completed.
- 6.3. The Authority reserves the right to audit compliance documentation.

7. Health, Safety & Site Controls

- 7.1. The Contractor shall ensure that Workers comply with:
 - 7.1.1. All site rules.
 - 7.1.2. Health and safety policies and procedures
 - 7.1.3. Incident and accident reporting procedures
 - 7.1.4. Site-specific operation risk procedures
- 7.2. Workers may be required to comply with drug and alcohol controls in accordance with the Contract, where objectively justified, proportionate and compliant with applicable Law:
 - 7.2.1. Stop and Search procedures;
 - 7.2.2. Drug and Alcohol testing (including for-cause testing).
- 7.3. Failure of a Worker to comply shall require immediate removal from the site.
- 7.4. The Contractor shall indemnify the Authority against any Loss arising from Worker misconduct

8. Contract Management

- 8.1. The Contractor shall appoint:
 - 8.1.1. A named Account Manager;
 - 8.1.2. A Compliance Lead;
 - 8.1.3. An escalation contact available 24/7.
- 8.2. Monthly review meetings shall be held during the first six (6) months, and quarterly thereafter.
- 8.3. The Contractor shall produce monthly performance reports in a format approved by the Authority.

9. Performance Standards (KPIs)

- 9.1. The Contractor shall meet the Key Performance Indicators (KPIs) set out in this Specification and Schedule 4 of the Contract.
- 9.2. Performance shall be:
 - 9.2.1. Measured monthly
 - 9.2.2. reported through Management Information; and
 - 9.2.3. subject to audit and verification.
- 9.3. Failure to meet KPIs may result in:
 - 9.3.1. the application of Service Credits (price reductions) in accordance with Schedule 4;
 - 9.3.2. escalation under the Performance Management Framework;
 - 9.3.3. requirement to implement a Performance Improvement Plan (PIP); and/or
 - 9.3.4. termination for persistent or material failure.
- 9.4. For avoidance of doubt:
 - 9.4.1. Service Credits are a contractual price adjustment mechanism and not a penalty;
 - 9.4.2. Critical KPI failures (including PAYE and Right to Work compliance) shall constitute Material Breach.

10. Audit & Transparency

- 10.1. The Authority may audit:
 - 10.1.1. Payroll records;
 - 10.1.2. PAYE deductions;
 - 10.1.3. Supply chain arrangements;
 - 10.1.4. Worker compliance documentation.
- 10.2. The Contractor shall provide access within five (5) Business Days of request.
- 10.3. Failure to provide records shall constitute a Material Breach.

11. Business Continuity

- 11.1. The Contractor shall maintain a Business Continuity Plan covering:
 - 11.1.1. Workforce shortages;
 - 11.1.2. System failures;
 - 11.1.3. Payroll disruption;
 - 11.1.4. Supply chain resilience measures.
 - 11.1.5. Emergency and short notice cover expectations
 - 11.1.6. Out of hours service arrangements
- 11.2. The Plan shall be reviewed annually and provided upon request.

12. Supply Chain

- 12.1. No subcontracting without prior written approval.
- 12.2. The Contractor remains fully liable for subcontractors.

12.3. All subcontractors must comply with PAYE-only requirements.

13. Community Benefits

- 13.1. The Contractor shall deliver measurable Community Benefits aligned to Welsh Government guidance, for example:
 - 13.1.1. Local employment and skills development expectations
 - 13.1.2. Apprenticeships and training initiatives
- 13.2. Quarterly reporting shall be mandatory.

14. Termination Events

Without prejudice to Volume 3, the following shall constitute Material Breach:

- 14.1. Use of non-PAYE models;
- 14.2. Use of MUCs;
- 14.3. Breach of tax law;
- 14.4. Failure of Right to Work compliance;
- 14.5. Failure to cooperate with audit;
- 14.6. Serious health and safety breach.

15. Exit Management

- 15.1. Upon termination, the Contractor shall:
 - 15.1.1. Provide worker status data;
 - 15.1.2. Support transition to replacement provider;
 - 15.1.3. Ensure no disruption to service.

Appendices

Appendix 1: Site Locations and Service Coverage

Site Locations & Service Coverage

| Site | Service | Lot | Operating Pattern / Hours | Breaks | Site Address | Site Operating Hours |
|-----------|---------|-------|---|---------------------------|--|------------------------------------|
| Nantycaws | RRF | Lot 1 | 06:00-14:00 Additional shifts to be introduced as required | Unpaid breaks as per rota | Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen, SA32 8BG | 06:00 – 18:00 (moving to 24/7 TBA) |
| Nantycaws | MRF | Lot 2 | Shift-based (TBC) | Unpaid breaks | Same as above | Same as above |
| Nantycaws | CRC | Lot 2 | Mon–Fri 08:00–16:00 | 2 x 30 min unpaid | Same as above | Same as above |
| Nantycaws | HWRC | Lot 2 | Wed–Mon Winter 08:00–16:00 / Summer 08:00–18:00 | 2 x 30 min unpaid | Same as above | Same as above |
| Nantycaws | Compost | Lot 2 | 07:30–16:00 | 2 x 30 min unpaid | Same as above | Same as above |
| Nantycaws | ETO | Lot 2 | Variable 08:00/09:00–16:00 (Closed Tuesday) | 30 min unpaid | Same as above | Same as above |
| Trostre | HWRC | Lot 2 | 7 days Winter 08:00–16:00 / Summer 08:00–18:00 | 2 x 30 min unpaid | CWM Environmental Ltd, Trostre Industrial Estate, Llanelli, SA14 9UU | Site specific hours apply |
| Wern Ddu | HWRC | Lot 2 | Wed–Mon Winter 08:00–16:00 / Summer 08:00–18:00 | 2 x 30 min unpaid | CWM Environmental Ltd, Trapp Road, Wern Ddu, Ammanford, SA18 2UR | Site specific hours apply |
| Whitland | HWRC | Lot 2 | Fri–Tue 08:00–14:30 | 2 x 30 min unpaid | CWM Environmental Ltd, Mart Site, Whitland, SA34 0AE | Site specific hours apply |

Appendix 2: Role Profiles & Worker Categories

- **Job requirements for all temporary roles**
 - **RRF/MRF**
 - Not afraid of heights
 - No epilepsy where it may present a risk
 - People with pacemakers will not be allowed to work in the RRF/MRF
 - Able to walk stairs and long distances
 - Not suffering from conditions such as severe arthritis
 - Physically fit enough to remain on their feet for most of the shift
 - **CRC**
 - Physically fit enough to remain on their feet, outside in all weathers for most of the shift
 - **Compost**
 - Physically fit enough to remain on their feet, outside in all weathers for most of the shift
 - **HWRC Essential Skills**
 - Physically fit enough to remain on their feet, outside in all weathers for most of the shift
 - Ability to communicate clearly with the public
 - Must be able to understand and speak English
 - Must be able to work as a team
 - Cash handling experience
 - Trustworthy
 - Health and safety awareness
 - **HWRC Desirable skills**
 - Able to commute to all four sites
 - Knowledge of recycling and waste management
 - Community engagement experience
 - **ETO Retail Assistant Essential Skills**
 - Customer Service experience
 - Good communication skills
 - Cash handling
 - Able to work in a team
 - Must be able to adhere to the company dress code
 - **ETO Retail Assistant Desirable Skills**
 - Able to drive
 - Experience in reuse, charity, retail or circular economy
 - Health and safety awareness
 - Experience in visual merchandising
 - Experience in community engagement
 - **Paint Reuse Facility Essential**

- Physically fit enough to remain on their feet, outside in all weathers for most of the shift
 - Health and safety awareness
 - Ability to work independently and use initiative
 - Knowledge of recycling and waste management
- **Paint Reuse Facility Desirable**
 - Knowledge of paint
 - Experience with upcycling
 - Forklift experience
 - Able to be proactive in helping with the rest of the team
- **Cleaner**
 - Previous cleaning experience is essential
 - Ability to work independently and use initiative
 - Must be trustworthy, reliable, and maintain discretion when working around staff
 - Able to maintain a professional and respectful working relationship with all team members
- Required qualifications, certifications, and experience depend on the job role
- PPE requirements
 - All PPE to be provided by the supplier
 - All PPE specifications to be provided by CWM Environmental