



Provision Of Labour in The Security And Events Sector

This checklist is prepared in accordance with NCP 119.2 – code of practice for the provision of labour in the security and events sector

The provider

Company Structure

- ✓ Should have a clear management structure
- ✓ Should have complaints management system
 - Keep a record of all complaints
 - Take appropriate action in respect of complaints and service deficiencies
 - And document actions taken

Finances

- ✓ Should be trading lawfully in UK
- ✓ Should have sufficient working capital and reserves to meet all their financial obligations
- ✓ Should prepare annual accounts in accordance with applicable accounting standards and have them available for examination upon request

Payroll

- ✓ National minimum wage is adhered or exceeded, minimum wage calculations should not include holiday pay, transport, uniform, or other benefits in kind.
- ✓ Should adhere to the legislation on statutory holiday pay, auto enrolment to workplace pension schemes for all eligible employees.
- ✓ Should comply with all the relevant tax and national insurance legislation concerning people it deploys in accordance with HMRC guidance.
- ✓ Staff are paid correctly and on time through a PAYE compliant system with no unlawful deductions.

Insurance

- ✓ Should maintain appropriate business insurance, as minimum employer's liability insurance
- ✓ All insurance certificates should be directly produced by the insurer with the exact trade being undertaken and cover to a sufficient level to ensure both third parties and staff are properly protected.

Premises

- ✓ Should operate from suitable and adequate premises where information relating to staff, suppliers and contractors can securely stored in line with relevant legislation.

Personnel

Selection, right to work and security screening

- ✓ Should screen staff in accordance with BS 7858, and certificates should be readily available upon request.
- ✓ Should verify staff's right to work in the UK through original documentation and shall made them available upon request.
- ✓ Should check the validity of the SIA licence and right to work in the UK for all licensed staff at least monthly

Training

- ✓ Should have clearly defined and documented training policy.
- ✓ Should provide induction training to all staff in the matters related to employment and procedures including the importance of site-specific AIs and RAMS
- ✓ Should maintain records of all trainings undertaken by staff.

Terms and conditions

- ✓ Should provide all staff with a 'written statement of employment particulars' including
 - Job title
 - Job description
 - Effective start date
 - Probationary period, if required
 - Provisional period subject to screening
 - Employer's details including address
 - Place of work
 - Pay and allowances
 - Hours and days of work
 - Leave entitlement
 - Conditions of payment during absence through illness
 - Pension entitlement
 - Industrial injury procedures
 - Equipment and uniform supplied

 - Disciplinary and appeals procedures
 - Terms of notice of termination of employment
 - Confidentiality

Uniform

- ✓ Should provide uniform to their staff and ensure it is maintained and presentable

Sale of service

Contractual documentation

- ✓ Should provide clear information in relation to the services being offered, the information should at least include
 - The terms and conditions under which the work would be carried out
 - The total costing for the service, and the arrangements for payment
 - The contract period, along with procedures for the termination of the contract and reference to any exclusion, penalty clauses or other restrictions
 - The liabilities of the labour provider, which shall not be unlimited, other than by law
 - Details of the contractor's requirements, derived from pre-service discussions or from written instructions, and including clear cross-reference to any separately documented requirements or instructions
 - Arrangement for statutory holidays
 - The obligations of the provider to the contractor, including any provision of specialist advice or duties and reference to any relevant British Standards
 - The obligation of the provider to maintain confidentiality with respect to information obtained whilst tendering for or fulfilling a contract.
 - Any contractor requirement to provide and/or maintain any specified item or service, which is necessary for fulfilling the contractual obligations, including making available to all staff the following site-specific documents:
 - Assignment Instructions
 - Health & Safety Risk Assessment
 - Security screening requirements (including acceptability of full and partial screening)
 - Health and safety arrangements and responsibilities, e.g., provision of staff welfare and lone worker processes, copies of applicable risk assessments.

Contracts

- ✓ Should ask contractor to sign either
 - An agreement – demonstrating they have read and understood the quotation and terms and conditions of the labour provider; or
 - A contract document referring to the quotation and terms and conditions.
- ✓ The above should be agreed and exchanged before work commences
- ✓ Where requests for services are short notice due to urgent or unforeseen circumstances, contracts should be exchanged as soon as practicable but **no later than 28 days** after the cessation of the cover
- ✓ Should changes be required after the quotation and terms and conditions have been accepted by the contractor, these should be agreed in writing with the contractor within 7 days

Operations

Deployment and management of personnel

- ✓ Should have a documented health and safety policy and this should be communicated to all staff
- ✓ Responsibilities for health and safety should be clearly defined, including provision of welfare facilities and lone worker arrangements as a minimum, including the monitoring of check calls and escalation process for missed check calls

Suppliers

- ✓ Should only supply their own staff

Confidentiality

- ✓ Staff deployed by labour provider should individually sign confidentiality agreement relating to the non-disclosure of the confidential information and/or material, which should be retained in their personnel file

Documentation/Records

Retention

- ✓ Should maintain separate records for each contractor and employee
- ✓ The record should be held securely, but easily accessible to authorized persons and retained only for as long as legislation permits with the consideration to the relevant data protection legislation including Data Protection Act and GDPR
- ✓ Records relating to the contractual agreement between the contractor and the labour provider should be retained in a contractor file, these records should include pre-contract documentation, agreed service levels and contractor correspondence.
- ✓ Archived records should be identifiable and retrievable
- ✓ All records concerning a contractor shall be maintained for at least 12 months after termination of the service, such records shall include but not limited to
 - Full details of persons deployed on the assignment including screening, licensing, and training
 - Correspondence and complaints received from the contractor.
- ✓ Basic records for all staff (as detailed in BS 7858) should be kept for at least 7 years from the cessation of their employment.

Signed:

Declan Goldie - **Director**

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Portal Security Ltd

This policy will be reviewed annually or, if significant changes occur, to ensure its continuing suitability, adequacy and effectiveness. The review will be carried out by the Quality Manager and the date of last review recorded.