

From: [FOI](#)
To: [Alan Malcolm](#)
Subject: Freedom of Information Request – CAS-1880109-H1L8J CRM:085100003530
Date: 13 July 2022 15:02:06
Attachments: [Appeals Information.pdf](#)

Dear Alan,,

Thank you for your request for information which we processed under the Freedom of Information (Scotland) Act 2002.

For ease of reference, your request is replicated below together with the response:

1. **There were 5 LOT's contained within that framework. Can you please breakdown Scottish Water's spend to date, per year (either calendar or operational/tax year), per LOT, per successful supplier and between permanent/temporary (contract) recruitment.**

Please see the below tables detailing the spend per year per supplier in each lot:

Lot 1 – Administration Staff

Supplier	2018/19	2019/20	2020/21	2021/22
Morson International	£534,256.46	£1,715,673.93	£1,695,044.44	£1,588,555.21
Total	£534,256.46	£1,715,673.93	£1,695,044.44	£1,588,555.21

Lot 2- Scientific Staff

Supplier	2018/19	2019/20	2020/21	2021/22
Eden Scott	£2,346,928.44	£1,669,127.60	£1,389,510.89	£1,101,161.61
Total	£2,346,928.44	£1,669,127.60	£1,389,510.89	£1,101,161.61

Lot 3 – Customer Service Staff – this lot was not awarded

Lot 4 – Professional Staff

Supplier	2018/19	2019/20	2020/21	2021/22
Parity Professionals	£4,020,810.46	£5,613,690.01	£5,332,465.79	£4,684,164.40
Outsource UK (Formerly Recruitment Zone)	£719,436.71	£1,296,334.78	£2,601,980.01	£2,523,543.30
Total	£4,740,247.17	£6,910,024.79	£7,934,445.80	£7,207,707.70

Lot 5 – Technical/Operations Staff

Supplier	2018/19	2019/20	2020/21	2021/22
Rullion Engineering	£288,982.82	£2,564,900.27	£2,256,041.42	£2,943,391.79
Total	£288,982.82	£2,564,900.27	£2,256,041.42	£2,943,391.79

I'm afraid we do not have the breakdown between temporary and permanent recruitment through the framework.

2. **The framework was awarded for an initial period of 4 years with the option of 2 further 2 year extensions at Scottish Water's discretion. Can you that the initial period has elapsed and whether Scottish Water have chosen to extend this framework and for how long at this stage.**

Scottish Water has chosen to extend for a further period of 2 years until April 2024 with all framework suppliers.

3. **Can you confirm whether Scottish Water agreed to amend their standard Terms and Conditions for Provision of Recruitment Agency Services to accommodate this supplier (Rullion) (and what amendments were accepted), or whether the supplier agreed to accept Scottish 'Terms and Conditions for Provision of Recruitment Agency Services' in full.**

Within the Rullion agreement, Scottish Water agreed to the following derogations from its standard terms and conditions. Rullion accepted all other Scottish Water clauses.

	Original clause	Clause in Rullion agreement
Clause 3.5	The Supplier acknowledges that it shall be responsible for ensuring proper management of its employees and its sub-contractors and their employees, and all Workers provided under Temporary Contracts, including ensuring that they are properly instructed with respect to the Work, in so far as the Supplier has been advised by Scottish Water. The Supplier accepts full responsibility and liability for the successful performance of the Work to which Workers engaged under a Temporary Contract are assigned	The Supplier acknowledges that it shall be responsible for ensuring proper management of its employees and its sub-contractors and their employees, and all Workers provided under Temporary Contracts, including ensuring that they are properly instructed with respect to the Work, in so far as the Supplier has been advised by Scottish Water. The Supplier accepts full responsibility and liability for the successful performance of the Work to which Workers engaged under a Temporary Contract are assigned save for circumstances in which the successful performance of the Work has been impacted by the actions, omissions or negligence of Scottish Water.
Clause 3.6	The Supplier acknowledges that it is either the Employer or Contractor of all Workers provided on a Temporary Contract and that it shall be responsible for ensuring compliance with all relevant employment legislation in relation to employee's rights and Employers' or Contractors' duties under all relevant enactments, directives and regulations and any other liabilities and duties in law. Workers shall not be regarded as employees of Scottish Water in any sense and the Supplier shall be liable for all necessary arrangements and the payment of income tax, National Insurance contributions and other taxes and expenses associated with the employment or engagement under contract of services of the Worker that may become due as a result of the Work. The Supplier shall, and shall procure that its sub-contractors shall, expressly state, in any contract between the Supplier or	The Supplier acknowledges that it is either the Employer or Contractor of all Workers provided on a Temporary Contract and that it shall be responsible for ensuring compliance with all relevant employment legislation in relation to employee's rights and Employers' or Contractors' duties under all relevant enactments, directives and regulations and any other liabilities and duties in law. Workers shall not be regarded as employees of Scottish Water in any sense and the Supplier shall be liable for all necessary arrangements and the payment of income tax, National Insurance contributions and other taxes and expenses associated with the employment or engagement under contract of services or contract for services of the Worker that may become due as a result of the Work. The Supplier shall, and shall procure that its sub-contractors shall, expressly state, in any contract

	its sub-contractors and all Workers on a Temporary Contract, that there is no employment relationship between Scottish Water and that Worker. The Supplier shall ensure that all Workers provided on a Temporary Contract will be obliged to agree to and comply with Scottish Water's expenses policy from time to time.	between the Supplier or its sub-contractors and all Workers on a Temporary Contract, that there is no employment relationship between Scottish Water and that Worker. The Supplier shall ensure that all Workers provided on a Temporary Contract will be obliged to agree to and comply with Scottish Water's expenses policy from time to time.
Clause 12.2	If Hiring Managers are unable to retrieve any equipment supplied to the Worker during their assignment with Scottish Water, the Supplier shall be responsible for the return of these items within 5 working days of the end of the assignment. Failure to return such items will result in the Supplier being charged for the cost of recovery or replacement, at the discretion of the Hiring Manager.	If Hiring Managers are unable to retrieve any equipment supplied to the Worker during their assignment with Scottish Water, the Supplier shall use best endeavours for the return of these items within 5 working days of the end of the assignment. Failure to return such items will result in the Supplier being charged for the cost of recovery or replacement, at the discretion of the Hiring Manager.

If you have any queries regarding your FOI request please feel free to contact me and I will be happy to assist. You can do this by contacting the following email address xxx@xxxxxxxxxxxxxx.xx.x.

You can seek a review of this response within forty working days and thereafter appeal to the Scottish Information Commissioner.

Further information on the appeals procedure can be obtained from the attached document and the Commissioner's website at www.itspublicknowledge.info/Appeal.

Yours sincerely,

Lidia Niemczuk-Greer

FOI Officer

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