

## TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

Please find below our Terms of Business to which we draw your specific attention. Please feel free to retain a copy signed by an authorised officer of your organisation and confirm acceptance of the terms of all future ordering purposes. Please note that any order placed hereafter is only ever accepted on the basis of these terms whether or not you have returned a signed copy. A copy of these terms along with the fax confirmation report will be placed on file as proof of you having received them

Between 24-7 Drivers Limited (hereafter called the Employment Business) and \_\_\_\_\_

### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply: -

“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Client”	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Temporary Worker is supplied;
“Working Time”	means working time as defined under the Road Transport (Working Time) Regulations 2005, namely, time consisting of those periods during which the Temporary Worker is at their workstation at the disposal of the Client and exercising his/her functions or activities, and that such periods of time are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding the vehicle, cleaning and maintenance of the vehicle, and all other work intended to enhance the safety of the vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly inked to the specific transport operations.
“Periods of Availability”	means periods of waiting time as defined under the Road Transport (Working Time) Regulations 2005, namely, periods of waiting time whose duration is known about in advance by the Temporary Worker. Such periods of time consist of time spent when the Temporary Worker is not required to remain at his/her workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance by the mobile worker, either before departure or just before the start of the period of availability in question.
“The Employment Business”	means 24-7 Drivers Ltd of 5 The Causeway, Chippenham, Wilts, SN15 3BT.
“EU Drivers Hours Rules”	means Community Drivers’ Hours Regulation (EC) 561/2006
“Engagement”	means any employment or use of the Temporary Worker on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which he is an officer or employee
“Mobile Worker”	is any worker forming part of the travelling staff who is in the service of an undertaking which operates road transport services for passengers or the movement of goods.
“Temporary Worker”	means the individual whose services are supplied by the Employment Business to the Client.
“Introduction”	means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to search for a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker by the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

### **3. CHARGES**

- 3.1. The Client agrees to pay the Employment Business' charges in respect of the number of hours worked by the Temporary worker. For the avoidance of doubt, for mobile workers involved in operations subject to EU Drivers Hours Rules, the number of hours worked by the Temporary Worker during the week comprises of the total number of hours Working Time and total number of hours spent as Periods of Availability as defined under the Road Transport (Working Time) Regulations 2005. Clients will not be charged for rest breaks during a shift taken by a Temporary Worker in line with EU Drivers Hours Rules or under the Road Transport (Working Time) Regulations 2005.
- 3.2. The charges are invoiced to the Client on a weekly basis and are payable within 14 days. The Company reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of The Bank of England from the due date until the date of payment.

### **4. TIME SHEETS**

- 4.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.
- 4.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 4.3. The Employment Business assumes responsibility for keeping and maintaining records of the Temporary Worker's Working Time and night work under the Working Time (Road Transport) Regulations 2005.

### **5. REMUNERATION**

- 5.1. The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

### **6. INTRODUCTION FEES**

- 6.1. The direct Engagement by a Client of a Temporary Worker introduced by the Employment Business, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee calculated at 15% of the annual gross taxable remuneration and emoluments payable to the Temporary Worker provided that the Engagement takes place within a period of six months from the termination of the Assignment under which the Temporary Worker was last supplied, or if there was no Assignment, within six months of the introduction of the Temporary Worker by the Employment Business.
- 6.2. Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Temporary Workers' services by a figure of 250. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

### **7. LIABILITY**

- 7.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 7.2. Temporary Workers are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 7.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law by any professional body, which must be satisfied if the temporary worker is to fill the assignment. For Temporary Workers who are mobile workers working in operations subject to EU Drivers Hours Rules, The Client will assist the Employment Business in complying with the Employment Business' duties under EU Drivers Hours Rules and the Road Transport (Working Time) Regulations by supplying any relevant information about the Assignment requested by the Employment Business including copies of tachograph charts for Temporary Workers. Furthermore Client agrees not to do anything to cause the Employment Business to be in breach of its obligations under the EU Drivers Hours Rules and the Road Transport (Working Time) Regulations 2005.
- 7.4. For Temporary Workers who are mobile workers working in operations not subject to EU Drivers Hours Rules and Temporary workers who are not mobile workers, the client will assist the Employment Business in complying with Employment Business' duties under the working time regulations 1998 (as amended) by supplying any relevant information about the assignment requested by the Employment Business and the client will not do anything to cause the Employment Business to be in breach of its obligations under these regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

- 7.5. The client undertakes that transport time schedules shall conform to the requirements of the EU Drivers Hours Rules and the Road Transport (Working Time) Regulations 2005.
- 7.6. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 7.2 and 7.3 and/or as a result of any breach of these Terms by the Client.

**8. TERMINATION**

- 8.1. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -
  - a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours;
  - OR
  - b) within two hours for bookings of seven hours or less;
 and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 8.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 8.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. For Temporary Workers who are mobile workers working in operations subject to E U Drivers Hours Rules, the Client will assist the Employment Business in complying with the Employment Business's duties under the E U Drivers Hours Rules and the Road Transport (Working Time) Regulations 2005 by supplying relevant information about the Assignment requested by the Employment Business including copies of tachograph charts for Temporary Workers .Further more the client agrees not to do anything to cause the Employment Business to be in breach of obligations under the EU Drivers Hours Rules and Road Transport (Working Time) Regulations 2005.

**9. THE FOLLOWING ADDITIONAL TERMS RELATE TO THE SUPPLY OF TEMPORARY WORKERS AS DRIVERS OF 'O' LICENSED VEHICLES (HEREINAFTER CALLED "THE DRIVER")**

- 9.1. Temporary Drivers are supplied by the Employment Business on the sole understanding that the Client holds an operators licence under the Goods Vehicle (Licensing of Operators) Act 1995, when required.
- 9.2. For the avoidance of doubt, and pursuant to the provisions of the Goods Vehicles (Licensing of Operators) Act 1995, upon the Employment Business providing the client with a temporary worker, that temporary worker shall become the servant of the client and shall be deemed to be using the client's vehicles pursuant of the client's operator's licence.
- 9.3. As far as possible, the Employment Business will check references of drivers, and will examine driving licences and permits; notwithstanding this, the client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits, driver's hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic and liability insurance's, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
- 9.4. The client shall on request permit the Employment Business to inspect its operator's licence and policies of insurance for the vehicles to be driven by the Temporary Worker.
- 9.5. To assist clients in complying with the relevant provisions of the Goods Vehicle (Licensing of Operators) Act 1995,, the Employment Business agrees to provide the client upon request with such information as is available to the Employment Business about any driving assignments carried out by the driver in the seven days immediately preceding the commencement of an assignment with the client, provided the driver shall have worked for a client of the Employment Business during those seven days.

**10. Law**

- 1.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts England & Wales

**I confirm having read the contents of pages 1 to 3 of the attached Terms of Business and accept the same**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Fax Received on (Fax No.): \_\_\_\_\_ Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Position in Company: \_\_\_\_\_