

## TERMS OF BUSINESS

### PERMANENT STAFF

1) These Terms of Business are between Avon Driver Services Ltd (“the Agency”) and the Employer (“the client”) and are deemed to be accepted by the Client by virtue of receiving information on or interviewing a candidate or the engagement (which includes employment of use under a contract of permanent service,) of any candidate introduced by Avon Driver Services Ltd.

2) Our engagement fee for introduction of Permanent Staff is as follows:

**ENGAGEMENT FEES (Exclusive of VAT)**

- A) Agency Management Services 5% flat
- B) Projected Annual Remuneration up to £18,000 8%
- C) Projected Annual Remuneration over £18,000 10%

3) **GUARANTEE** - In the event that the engagement is terminated within ten weeks by either the client or the Applicant due to reason of unsuitability of the Applicant for the job for which the applicant was employed, then the Agency will refund 10% of the total invoice for every week unworked up to the ten weeks less the Agency minimum engagement fee. This guarantee will apply only if

- i) Written notification shall be deemed as the date of termination for the purpose of a refund, and
- ii) Payment is received within seven days of the date of our invoice

4) Information received verbally or written from an Applicant is considered accurate and true and is duly accepted by us in good faith. We will make reasonable endeavours to ensure accuracy of information during the screening process and from other sources as the Client directs. We do not accept liability for any loss or damage whatsoever from or in connection with the engagement or introduction of the Applicant. We shall not be liable in any way for the loss or damage suffered or incurred by the Client arising from negligence, dishonesty or fraud of the Applicant; by our negligence other than liability for personal injury or death attributable to our negligence. We recommend the Client takes up references offered by the Applicant; that the Client conducts medical, aptitude or other tests as the Client considers necessary in respect of the Applicant and obtains licence, permits or any other permissions which the Client may require before legally employing the Applicant. We make no warranty as to the suitability, ability and competence of an Applicant.

5) An Applicant who has been introduced or presented to the Client, any associated firm or corporation by us, who was not appointed in the first instance, but who, within 12 months is recruited and accepts employment in any capacity by the client, its associated firm or corporation, is deemed to have been introduced by us and the Client shall be liable to pay the fee in full. The passing on of an introduction to another employer which in turn results in the Applicant being appointed renders the Client liable to pay the fee in full.

6) The Projected Annual Remuneration includes basic salary, shift allowance, location allowance and any bonus, commission, profit share but excludes other benefits such as cars, pensions, and health schemes.

### TEMPORARY STAFF

7) Our charges for the service of a member of our Temporary Staff are calculated at an hourly rate which may vary according to the number of hours, when they are worked and on what engagement as required by the Client in any one week. The current scales of charges are available from us and



may be varied from time to time. Payment from the Client for the provision of Temporary Staff by us shall be made within thirty days of the invoice date, for engagements less or greater than one week in duration, a separate invoice will be raised immediately following the completion of the assignment in any one week. For engagements in excess of one week, the engagement shall be considered as a succession of separate weekly work periods for the purpose of invoicing.

8) We maintain a Public Liability Insurance. 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. The terms of this policy mentioned above are subject to alteration by us without notice. This policy may be inspected at our offices at any time. Our decision as to whether the Policy covers us for any particular circumstances will be final and binding. The client is recommended to carry its own appropriate Public Liability Policy.

9) In the event the personnel supplied for the booking prove unsatisfactory we will cancel all charges providing the notification is made within two hours from the commencement of any one booking and upon the giving of any such notice and the agreement shall cease forthwith.

10) We shall be responsible for the payment of all wages, National Insurance and other contributions required by law to be paid by an employer and shall make appropriate deductions from such wages in respect of Income Tax, National Insurance and other contributions. Temporary Workers are engaged by the Employment Business under contracts for services. They 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, by-laws, codes of practice and legal requirements to which the client is ordinarily subject in respect to the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the temporary worker during all assignments. The client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the temporary Worker. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations 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.

11) Conditions 4, 5, 6 under the heading Permanent Staff, shall also apply to the provision of Temporary staff to the client.

12) Should the Client engage a member of our Temporary Staff in any capacity within the Client business, its associated firm or corporation on a permanent, self-employed or free-lance basis, either during or within twelve months after the termination of a temporary engagement with the Client shall immediately notify us and shall become liable to us for the Permanent Staff engagement fee set out in Condition 2. When termination of such employment occurs within a ten week period from initial



commencement the refund allowed as specified in Condition 3 shall apply, but the commencement date of initial temporary employment rather than the date of direct engagement of the employer. The proportion served as a temporary operator being deemed to form part of the period available to judge mutual suitability.

13) Each booking, Minimum Charge 8 hours.

14) DRIVERS. The provision of temporary staff that are at any time during their engagement required to operate motor vehicles machinery, automotive or rolling stock equipment ("Vehicles & Equipment") whether or not the property of the Client shall, in addition to conditions 7-13 above, be subject to the following conditions:

- a) The Client shall ensure compliance with all statutory and other requirements in any way concerning Vehicles and Equipment and in particular as to their construction, safety, maintenance and operation and the holding and display of licences by the Client, its employees, the owner of any Vehicle & Equipment or any member of our Temporary Staff and shall keep us indemnified against any liability or expense in respect of the same.
- b) The Client shall keep in force a fully comprehensive insurance policy sufficient to indemnify us or any other member of our Temporary Staff supplied to the Client from liabilities to third parties including passengers and the Client and its employees and shall in any event keep up indemnified against all costs, claims, damages and liabilities whatsoever arising from or in connection with the operation of Vehicles and Equipment.
- c) The Client shall specify to us the types of Vehicles and Equipment that it requires a member of our Temporary Staff to operate and will not require a member of our Temporary Staff to operate any other Vehicles and Equipment not so specified without prior written consent.
- d) 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 8 and/or as a result of any breach of these Terms by the Client.

#### GENERAL

15) These terms and conditions are binding unless alteration or amendment is expressly authorised by a Director of the Agency.

Non-Agency Management engagement fees quoted are conditional on our having a Preferred Supplier Status with the client, Non-preferred supplier status fees are the Permanent Engagement fees quoted plus 3%. To discuss Preferred Supplier Status arrangements please contact us. Minimum fee £495 We reserve the right to charge interest at the current rate of interest plus 8% per month on all overdue amounts whether for Permanent or Temporary Staff exceeding thirty days.

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