

# Terms and Conditions

Glasgow Coach Drivers Limited seeks to provide professional, vetted PCV drivers to meet the needs of your business. Therefore in addition to usual checks including Criminal Records Bureau and employment status, we conduct random drug and alcohol testing on our drivers.

## **When Booking a Driver:**

Full details of your requirements must be emailed to the office prior to departure and you must make a copy of this available for the Driver at the commencement of the assignment.

Payment for the agreed hire is payable by bank transfer or credit/debit card when booking unless agreed otherwise with the Glasgow Coach Drivers Limited office.

In the event that later payment terms are agreed, Invoices are due for payment within 1 day. Failure to make payment within our agreed terms will result in the application of a late payment fee of £50.00 plus VAT that payment is late.

The Driver will be covered by your Fleet Vehicle policy for motor insurance purposes. Please advise us of any restrictions that may apply.

Please advise us of your Accident Reporting requirements. All Drivers are required to complete a written report, supported by photographs on the day of any accident. Drivers are instructed not to admit liability, and to contact the Operator immediately, should an accident occur.

## **During the Assignment:**

Drivers are required to complete a 'Walk Around' sheet, to report on any damage to the coach prior to departure. This is a legal requirement, and the Driver will report any damage identified to your representative prior to departure. The Driver will then complete a further 'Walk Around' sheet when the assignment has been completed and any new damage that is identified should be noted on this document with supporting photographs and signed by your representative. If parking or airport charges are due for the assignment, these must be provided to the Driver prior to the commencement of the assignment, (unless alternative arrangements have been agreed with the office when booking).

Glasgow Coach Drivers limited do not accept responsibility for any fines incurred during the period of assignment. The agreed fee for the hire of the Driver is the amount due.

## **After the Assignment:**

Under Road Transportation legislation, tachographs remain the property of the Driver for 28 days. Glasgow Coach Drivers Limited will ensure that tachographs are forwarded to your office after this time. If you wish to engage a particular driver for future assignments please contact our office in the first instance to check availability. Future assignments should not be discussed directly with the Driver. In the event that offers of future direct assignment or direct employment are made to any driver supplied by Glasgow Coach Drivers Limited, a charge of £500.00 plus VAT will become payable. This complies with the requirements of HRMC and the Employment Agencies Act. 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 exclude liability for death or personal injury arising from its own negligence.

Temporary Workers supplied by the Employment Business are engaged 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 the Temporary Worker 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 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

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 or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. 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. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

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 clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.