



## **NORTHERN EMPLOYMENT SERVICES LIMITED**

### **TERMS OF BUSINESS ADDENDUM FOR THE INTRODUCTION & SUPPLY OF AGENCY WORKERS AS LGV DRIVERS**

*The following terms relate to the supply of agency workers as LGV drivers (hereinafter called 'Drivers'). These terms are in addition to and to be read in conjunction with **NORTHERN EMPLOYMENT SERVICES LTD** Terms of Business for introduction and supply of agency workers.*

1. NORTHERN EMPLOYMENT SERVICES LTD supply Drivers on sole understanding that the Client (you) holds an operator's licence under the Transport Act 1968, where required.
2. As far as possible we will check references of Drivers, and examine Driving licences and permits; notwithstanding this, you agree to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits, Drivers' hours and records, issue and collection of tachographs, maintenance and safety of vehicles, Health and Safety regulations, and Road Traffic and liability insurances, including, but not limited to, fully comprehensive insurance for vehicles to be driven and their contents.
3. You must satisfy yourself that all licences and other documentation appertaining to Drivers are in order before permitting Drivers to take charge of vehicles. You must take proper steps in relation to the insurance, maintenance and safety of vehicles and effect all other necessary liability insurance (including Employers Liability and Third Party Risks) in respect of the vehicle, its contents and Drivers. Upon request you shall permit us to inspect your operator's licence and policies of insurance for vehicles to be driven.
4. To assist you in complying with your statutory duties in respect of Drivers, we agree to provide you upon request with such information as is available to us about any driving Assignments carried out by Drivers in 7 days immediately preceding commencement of Assignment with you, provided Drivers shall have worked for a Client of ours during those 7 days.
5. You accept that as user of the Drivers you have sole responsibility and control over Drivers' duties, journeys and hours of work, and all statutory duties in respect of driving licences and where appropriate, tachographs.
6. We emphasise that it may be impracticable for us to obtain references in every case, owing to the time factor and the human element involved and we cannot accept liability of any kind whether in contract or in tort for any loss or damage to property or for any other loss (including without prejudice to the generality of the foregoing loss of profits) or for any injury to persons or fatality arising directly or indirectly from any act or omission of Drivers even if such act or omission is negligent or fraudulent or reveals dishonesty or lack of skill on the part of Drivers.