



BRITISH CHAUFFEURS GUILD Ltd



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TERMS OF TRADING

TEMPORARY CHAUFFEUR SERVICES:

MINIMUM HIRING PERIOD: 6 Hours per day + Chauffeurs Daily travel allowance + Agency Daily Handling Charge

All temporary booking(s) are confirmed by email, fax and or telephone, prior to the booking date (first day if multiple days are required) when a Chauffeur is required. All bookings must be made direct with the British Chauffeurs Guild and **NOT with the Chauffeurs directly** in order to avoid any conflict of interest.

Please note that all BCG Chauffeurs are all under signed covenant not to accept any work if approached directly and we do not guarantee the replacement of any Chauffeur due to illness or a 'no show' that was booked directly without the knowledge of this Agency.

Any Chauffeur hired from *British Chauffeurs Guild Ltd (BCG)*, is provided on a temporary basis only.

The Agency reserves the right to remove or replace the same for any reason on giving notice to the hirer / Client(s) of 24 hours minimum. Chauffeurs remain within the jurisdiction of the Agency (BCG) throughout the hire period and should they be offered any permanent or short-term employment by the hirer / Client(s), or any third person associated with or introduced by the hirer / Client(s) during the hiring period, the matter must be reported to the Agency (BCG) by both the hirer / Client(s) and the Chauffeur concerned, so that the appropriate charges may be levied.

INSURANCE INDEMNITY:

It is agreed that the specific Client(s) have requested British Chauffeurs Guild Ltd (BCG) to supply Chauffeur personnel to drive the Client(s) own car(s).

The Client(s) therefore certify that the car(s) is / are insured against all third-party risks as the minimum requirement by Law whilst being so driven. The Client(s) also agree to indemnify the Agency (BCG) and the appointed Chauffeur concerned against all costs or claims and any damage to the Client(s) car(s), however arising and of whatever nature occasioned through any cause in connection with the driving of the above car(s) and on all future occasions that a hiring contract is entered between the Hirer and the Agency after the initial service of this important notice.

INDEMNITY EXCLUSION :

This indemnity excludes any penalty, prosecution or fine solely attributed to the Chauffeur whilst driving the Client(s) car(s) and includes any civil or criminal offence committed by the Chauffeur whilst so engaged by the said Client(s).

FUTURE RE-EMPLOYMENT:

Notwithstanding the above terms and conditions, in a case where:

A Chauffeur having been employed on a temporary or permanent basis, is dismissed, resigns his / her position or has completed the hiring period and a subsequent re-employment of the same person is being considered by the same client, or as the result of that employment the Chauffeur is being recommended to any third party associated or introduced by the same original hire / employer, it will be the duty of both the Chauffeur and the hirer / employer to report the matter to the Agency (BCG) so that any permanent / temporary charges liable may be raised and levied.

All bookings must be made direct with the British Chauffeurs Guild and **NOT with the Chauffeurs directly**, in order to avoid any conflict of interest.

CANCELLATION CHARGES RE TEMPORARY BOOKINGS

An Agency fee of £30.00 plus VAT and a £40.00 charge per chauffeur will be made on a Temporary booking which is **cancelled with less than 72hrs** notice being given to this Agency from the intended starting time on the first day of any booking, applicable once the appointed chauffeur's details have been confirmed by email, fax and or telephone.

If a temporary booking is cancelled with less than **12hrs** notice being received from the intended starting time on the first day of any booking, a minimum hire charge of an Agency fee of £30.00 plus VAT and a £60.00 minimum charge per chauffeur will be made.

In the unlikely event of the Agency not being able to provide an alternative Chauffeur for any reason to the one previously nominated and confirmed, a credit of £30.00 + VAT will be applied to the Client's account against any future booking(s) as a gesture of goodwill.

INSURANCE COVER REQUIREMENTS re Temporary Bookings

It is the responsibility of the client or individual who is hiring the Chauffeur to ensure that the appointed Chauffeur is covered at least as a named driver on the vehicle to be driven with the clients' own insurance broker at the client(s) or individual(s) cost, if any.

Class 2 Business use is an insurance clause which can be added or is included in most existing policies.

All Chauffeurs require their time sheet to be signed accepting that Insurance has been arranged for all temporary bookings.

DISCLAIMER NOTICE re Temporary Bookings (Please Read)

Please note, in the event of a confirmed Temporary Booking involving any additional expenses incurred / paid for/ by the selected and appointed Chauffeur (s) e.g. train, taxi fares / parking fees or similar and as a result of any unexpected delays, connections, cancellations or any alternative unforeseen circumstances occurring, all prior paid additional expenses are still payable & expected to be reimbursed to the relevant Chauffeur(s) by the specific & relevant Client against the submission of receipts and final invoice submitted by the relevant Chauffeur(s) .

In addition, all Chauffeur(s) hourly fees and daily agency handling fees are also chargeable as per our Terms of Trading.

ACCOUNTS / METHOD OF PAYMENT

All Chauffeurs on our register are personally interviewed at this office and their self-employed status confirmed. On a weekly basis you will receive two invoices, one from the Chauffeur which will contain hours worked and amount due, **this must be paid direct to the Chauffeur at the address on the invoice or by BACS**. You will receive by post, email or fax a paid invoice from the Guild for the Daily Agency fees which will be paid against the pre-registered Credit / Debit card held on file unless your account is settled upon receipt of our invoice and paid by BACS or cheque within our 7 day payment term.

PERMANENT PLACEMENT / RECRUITMENT:

Permanent placement fee is 18% of basic salary plus V.A.T.

NO PLACEMENT – NO FEE BASIS (Please review separate terms & conditions)

Upon your enquiry being received, a formal agreement will be entered into by all parties outlining and agreeing to our General Terms & Conditions as briefly outlined as below, a full copy can be provided upon request.

RETURN OF PLACEMENT FEE RELATING TO 'PERMANENT POSITIONS:

In the event of the selected candidate leaving the position as from the actual start date of Employment, the following refunds will be applied:

WEEKS 1 – 4 (40% Refund or Free Replacement)

WEEKS 5 – 8 (20% Refund or Free Replacement)

WEEKS 9 – 12 (10% Refund ONLY)

The above free replacements will apply once only for the duration of the remaining guarantee period.

THE ABOVE WILL NOT APPLY: - If the placement fee concerned is **NOT PAID** within the seven (7) day Terms of Trading unless authority has been obtained from this office as detailed within the agreed and pre-signed General Terms & Conditions.

British Chauffeurs Guild Limited
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