



BCG INTERNATIONAL

(*British Chauffeurs' Guild*)

55 Stonecot Hill, Sutton, Surrey, SM3 9HJ

E: info@britishchauffeursguild.co.uk

T: 020 8641 1740

W : www.britishchauffeursguild.co.uk

TERMS OF TRADING

TEMPORARY CHAUFFEUR SERVICES - Our Chauffeur to drive Your Car

Any Chauffeur hired from BCG, is provided on a temporary basis only.

BCG reserves the right to remove or replace the same for any reason on giving as much notice as possible to the hirer / Client(s)

All temporary Chauffeur booking(s) placed are confirmed by email and or by telephone or direct message such as SMS or WhatsApp, prior to the booking date (first day if multiple days are required) when a Chauffeur is required.

All bookings must be made directly with the BCG and NOT with the Chauffeurs directly in order to avoid any conflict of interest - Please note that all BCG Chauffeurs are all under pre-signed & agreed Covenant & Terms of Engagement 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 BCG.

Chauffeurs remain within the jurisdiction of BCG throughout the hire period and should they be offered any permanent or short-term employment by the hirer / Client(s), or by any third person associated with or introduced by the hirer / Client(s) during or after the hiring period, the matter must be reported to BCG by both the hirer / Client(s) and the Chauffeur concerned, so that the appropriate charges may be levied, in order to not contravene the Terms to which our Chauffeurs are governed and to avoid any conflict of interest to all parties.

ACCOUNTS / METHOD OF PAYMENT

All Chauffeurs on our database are pre-registered & personally interviewed at our offices and their self-employed status confirmed, no VAT is chargeable on their individual earnings unless they are VAT registered.

On a weekly basis you will receive two invoices, one from the Chauffeur directly which will contain hours worked and amount due, ***this must be paid direct to the Chauffeur at the stated bank account by BACS and or to the address on the invoice, Chauffeurs invoice can also be settled on the day of the booking if preferred.***

All BCG Daily handling fees will be paid against a pre-registered Credit / Debit card held on file and a paid receipt will be sent upon the transaction process being completed.

If your payment cannot be made using a Credit / Debit card, *please contact us to discuss alternative options*, in these rare instances, if invoices are submitted / emailed to be paid by BACS or similar as required, *terms of payment are strictly 7 days from the date that the invoice is sent electronically.*

Please note if settlement is not received within our terms of payment of 7 days, we reserve the right to add late fees to the balance owed at the percentage rate of 5% for every 3 days that the outstanding invoice remains unpaid, until settlement is received.

This late fee penalty is also applicable to our appointed Chauffeur who are also owed funds for services previously provided against their invoice also submitted.

IMPORTANT NOTICE

All associated costs attributed to the vehicle to be driven by the appointed Chauffeur(s) such as Road Fund Tax, MOT appropriate and valid Insurance as detailed above, CC (Congestion Charge) if applicable, Petrol, ULEZ (Ultra Low Emission Zone) Dart Charge, M6 Toll and / or ANY other similar costs / charge, all **remain the responsibility of the registered Owner / keeper** of the vehicle.

Additional Tolls and charges are applicable within the UK and abroad at various locations with regard to the vehicle to be driven for the hire period.

EXCLUSION:

Any parking or speeding penalties and or prosecution solely attributed to the Chauffeur whilst driving the Clients's car(s), including any civil or criminal offence committed by the Chauffeur, remains the responsibility of the appointed Chauffeur concerned.

PLEASE NOTE - BCG Chauffeurs cannot be held responsible for any fines or Penalty Charge Notices (PCN) issued as stated above re non- payment of appropriate charges or pre-registration

DISCLAIMER NOTICE - 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). All Chauffeur(s) hourly fees and daily agency handling fees are also chargeable as per our Terms of Trading.

In the event a Chauffeur reports for duty as previously confirmed and deems the vehicle to be driven, *unfit and illegal*, if dismissed from duty, a minimum hire charge will be applied. If the issue can be remedied immediately, then the appointed Chauffeur will drive the car directly to a garage or workshop.

No blame can be attributed to the Chauffeur(s) concerned or BCG if a PCN (penalty charge notice), is issued unless the fault of the Chauffeur concerned (see **Indemnity Exclusion** as below).

INSURANCE INDEMNITY:

It is agreed that the specific Client(s) have requested BCG to supply Chauffeuring personnel to drive the Client(s) own car(s). The Client(s) therefore certify and agree that the car(s) to be driven 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 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 into 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) (such as speeding & parking fines') and similar 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 BCG so that any permanent / temporary charges liable may be raised and levied.

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

CANCELLATION CHARGES RE TEMPORARY BOOKINGS (Please read)

A *BCG Daily Handling Charge* published at the time of the specific booking date and a cancellation charge payable to the cancelled Chauffeur concerned, will be made on a Temporary booking which is cancelled ***with less than 72hrs*** notice being given to BCG from the intended starting time *provided & confirmed within the confirmation previously sent* – (**NOTE** - *if no start time has been confirmed or provided, 1200noon will be used as a start time on the first day (if multiples days are booked)*) all applicable once the appointed Chauffeur's details have been confirmed by email confirmation.

A *BCG Daily Handling Charge* published at the time of the specific booking date and a cancellation charge per Chauffeur will be made on a Temporary booking which is cancelled ***with less than 12hrs*** notice being received from the intended starting time *provided & confirmed within the confirmation previously sent* – (**NOTE** - *if no start time has been confirmed or provided, 1200noon will be used as a start time on the first day (if multiples days are booked)*) all applicable once the appointed Chauffeur's details have been confirmed by email confirmation.

PERMANENT RECRUITMENT / PLACEMENT

NO PLACEMENT – NO FEE BASIS

Permanent placement fee is 20% of basic salary plus V.A.T.

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. *Please note a late payment charge of 5% will be added for every 7 days that the submitted invoice remains unpaid until settlement is received.*

BCG International Ltd

(British Chauffeurs' Guild)

Registered in England and Wales
Company Registration Number **14566464**

VAT Nos: 437 2876 66

Correspondence & Trading address: 55 Stonecot Hill, Sutton, SM3 9HJ

Registered Address: 55 Crown Street, Brentwood, Essex, CM14 4BD