

DH TEAM LTD
CONTRACT DRIVER HIRE



WORKING & RECOVERING AS ONE, BRINGING OPERATORS AND DRIVERS TOGETHER

THE PARTIES

- (1) *DH TEAM* Limited registered company no 10636614. Of DH TEAM LTD 4 BEER ROAD SEATON EX12 2PA
- (2) *[Insert Hirer's name]* Limited (registered company no. *[insert registered company no.]*) *[trading as [insert trading name if different]]* of *[address – see Note 1]* (“**the Hirer**”) to whom the Agency Worker is Introduced. For the avoidance of doubt the Hirer shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“DH TEAM LTD EMPLOYEE”	means the individual who is Introduced by DH TEAM LTD to provide services to the Hirer;
“Assignment”	means assignment services to be performed by the DH TEAM Employee for the Hirer for a period of time during which the DH TEAM employee is supplied by DH TEAM LTD to work temporarily for and under the supervision and direction of the Hirer;
“Assignment Details Form”	means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;
“AWR”	means the DH TEAM EMPLOYEE Regulations 2010
“Calendar Week”	means any period of seven days starting from Monday to Sunday
“Charges”	means DH TEAM LTD’s charges calculated in accordance with clause 6 and as may be varied from time to time in accordance with these Terms;
“Comparable Employee”	means as defined in Schedule 1 to these Terms;
“Commencement Date”	means <i>[date to be confirmed]</i> and for the avoidance of doubt all the provisions of these Terms shall be deemed to become effective at this date; OPTIONAL DEFINITION:
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Confidential Information”

means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or DH TEAM LTD or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the DH TEAM Employee or any third party in relation to the Assignment by the Hirer or DH TEAM LTD or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

“Data Protection Laws”

means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“Engagement”

means the engagement (including the DH TEAM Employee’s acceptance of the Hirer’s offer), employment or use of the DH TEAM employee by the Hirer or by any third party to whom the DH TEAM employee has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the DH TEAM employee is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

“Hirer”

means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom DH TEAM LTD EMPLOYEE is Introduced;

“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Introduction”	means (i) the passing to the Hirer of a curriculum vitae or information which identifies the DH TEAM Employee, or (ii) the Hirer’s interview of the DH TEAM Employee (in person or by telephone or by any other means), following the Hirer’s instruction to DH TEAM LTD to supply a temporary worker; or (iii) the supply of the DH TEAM Employee; and, in any case, which leads to an Engagement of the temporary worker or DH TEAM LTD Employee; and “Introduced” and "Introducing" shall be construed accordingly;
“Period of Extended Hire”	means any additional period that the Hirer wishes the DH TEAM Employee to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
“Relevant Terms and Conditions”	means terms and conditions relating to: <ul style="list-style-type: none"> (a) pay; (b) the duration of working time; (c) night work; (d) rest periods; (e) rest breaks; and (f) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
“Safeguarding Legislation”	means the Safeguarding Vulnerable Groups Act 2006 [or the Protecting Vulnerable Groups (Scotland)
“Temporary DH TEAM LTD EMPLOYEE”	means as defined in Schedule 1 to these Terms;

“Terms” means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;

“Transfer Fee” no transfer fee between 0 -15 weeks if the employee remains with DH Team Ltd for 15 weeks.

“Vulnerable Person” means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and

“WTR” means the Working Time Regulations 1998

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between DH TEAM LTD and the Hirer for the supply of the DH TEAM Employee’s services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the DH TEAM Employee, or the passing of any information by the Hirer about an DH TEAM Worker to any third party following an Introduction.
- 2.2. Unless otherwise agreed in writing by *the Director of* DH TEAM LTD, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.
- 2.3. Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Director of DH TEAM LTD and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.
- 2.4. DH TEAM LTD shall act as an employment business of the Employment Agencies Act 1973 (as amended) when Introducing DH TEAM LTD employees for Assignments with the Hirer.

3. HIRER OBLIGATIONS

- 3.1. To enable DH TEAM LTD to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to DH TEAM LTD details of the position which the Hirer seeks to fill, including the following:
 - 3.1.1. the type of work that the DH TEAM Employee would be required to do;
 - 3.1.2. the location and hours of work;
 - 3.1.3. the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the DH TEAM LTD employees to possess in order to work in the position;
 - 3.1.4. any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
 - 3.1.5. the date the Hirer requires the DH TEAM Employees to commence the Assignment; and
 - 3.1.6. the duration or likely duration of the Assignment.

- 3.2. The Hirer will assist DH TEAM LTD in complying with DH TEAM LTD duties under the WTR by supplying any relevant information about the Assignment requested by DH TEAM LTD and the Hirer will not do anything to cause DH TEAM LTD to be in breach of its obligations under these Regulations. If the Hirer requires the services of a DH TEAM Employee for more than 48 hours in any week during the course of an Assignment, the Hirer must notify DH TEAM LTD of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the DH TEAM Employee to work in excess of 48 hours.

- 3.3. The Hirer will comply with its obligations under the Employment Act 2002.

- 3.4. To enable DH TEAM LTD to comply with its obligations under the Employment Act 2002, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at DH TEAM LTD'S request:
 - 3.4.1.1. provide DH TEAM LTD with written details of the basic working and employment conditions the DH TEAM Employee would be entitled to for doing the same job if the DH TEAM Employee had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

- 3.4.1.2. inform DH TEAM LTD in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 3.4.1.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide DH TEAM LTD with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and
 - 3.4.1.4. inform DH TEAM LTD in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
 - 3.4.1.5. DH TEAM LTD and the Client (Hirer) will assess together the Worker's performance.
- 3.5. The Hirer will comply with all DH TEAM LTD'S requests for information and any other requirements to enable the Employment Business to comply with the Employment Act 2002.
- 3.6. The Hirer warrants that:
- 3.6.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.4.1.4 and 3.5 is complete, accurate and up-to-date; and
 - 3.6.2. it will, during the term of the relevant Assignment, immediately inform DH TEAM LTD in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4, 3.4.1.4 and 3.5.
- 3.7. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of DH TEAM LTD employees for the employees to fill the Assignment.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

- 4.1. When Introducing an DH TEAM Employee to the Hirer DH TEAM LTD shall inform the Hirer
 - 4.1.1. of the identity of the DH TEAM Employee;
 - 4.1.2. that the DH TEAM employee has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment. DH Team Ltd will ensure that the driver supplied would have had the legal breaks prior to commencing the assignment and able to fulfil the assignment as per driver regulations.

- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the DH TEAM employee is Introduced for an Assignment in the same position as one in which DH TEAM LTD employee had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Hirer shall sign DH TEAM LTD timesheet verifying the number of hours worked by the DH TEAM employee during that week.
- 5.2. Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the DH TEAM LTD employee because the Hirer disputes the hours claimed, the Hirer shall inform DH TEAM LTD as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with DH TEAM LTD to enable DH TEAM LTD to establish what hours, if any, were worked by the DH TEAM LTD employee. **Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.**
- 5.3. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the DH TEAM Worker. In the event that the Hirer is dissatisfied with DH TEAM LTD employee the provisions of clause 10 below shall apply.

6. CHARGES

- 6.1. The Hirer agrees to pay the Charges as (appendix)
- 6.2. DH TEAM LTD reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:
 - 6.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Employment Act 2002, the WTR and the Pensions Act 2008; and/or
 - 6.2.2. if there is any variation in the Relevant Terms and Conditions.
- 6.3. DH TEAM LTD will invoice the Charges to the Hirer on a weekly basis. The Hirer will pay the Charges within 7 days of the date of the invoice, unless other arrangements agreed.
- 6.4. VAT is payable at the applicable rate on the entirety of the Charges.
- 6.5. The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.

7. PAYMENT OF THE DH TEAM EMPLOYEE

DH TEAM LTD is responsible for paying the DH TEAM employee and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the DH TEAM LTD employee pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

8. TRANSFER FEES

Subject to a minimum of 15 weeks working.

9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

DH TEAM LTD have carried out all relevant checks and confirmed all relevant documents.

9.1.1. DH TEAM LTD is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, DH TEAM LTD will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the DH TEAM LTD employee; and

9.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, DH TEAM LTD will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the DH TEAM employee and who have agreed that the references they provide may be disclosed to the Hirer and such other reasonably practicable steps as are required to confirm that the DH TEAM LTD employee is suitable for the Assignment. If DH TEAM LTD has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

9.2. The Hirer shall advise DH TEAM LTD at the time of instructing DH TEAM LTD to supply a DH TEAM LTD employee whether during the course of the Assignment, the DH TEAM LTD employee will be required to work with, care for or attend one or more Vulnerable Persons or engage in regulated activity as defined in the Safeguarding Legislation.

9.3. The Hirer shall assist DH TEAM LTD by providing any information required to allow DH TEAM LTD to comply with its statutory obligations under the Safeguarding Legislation and to allow the DH TEAM LTD to select a suitable DH TEAM LTD employee for the Assignment.

9.4. In particular in the event that the Hirer removes a DH TEAM LTD employee from an Assignment in circumstances which would require DH TEAM LTD to provide information to the Disclosure and Barring Service (or the equivalent authority) under the Safeguarding Legislation, the Hirer will provide sufficient information to DH TEAM LTD to allow it to discharge its statutory obligations.

10. UNSUITABILITY OF THE WORKER

10.1. The Hirer undertakes to supervise the DH TEAM LTD employee sufficiently to ensure the Hirer's satisfaction with the DH TEAM LTD employee's standards of work. If the

Hirer reasonably considers that the services of the DH TEAM LTD employee are unsatisfactory, the Hirer must contact DH TEAM LTD immediately by telephone and email/writing regarding the removal and replacement of the DH TEAM LTD employee. DH TEAM LTD may, in its absolute discretion, in such circumstances, reduce the Charges for the time worked by that DH TEAM LTD employee, provided that the Hirer has notified DH TEAM LTD immediately.

- 10.2. DH TEAM LTD shall notify the Hirer immediately if it receives or otherwise obtains information which gives DH TEAM LTD reasonable grounds to believe that any DH TEAM LTD employee supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.
- 10.3. The Hirer shall notify DH TEAM LTD immediately and without delay and in any event within 48 hours if the DH TEAM employee fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1. All information relating to an DH TEAM LTD employee is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to comply with Data Protection Laws at all times.
- 11.2. DH TEAM LTD undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to DH TEAM LTD and not to use such information except for the purposes of compliance with the Employment Act 2002 (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any DH TEAM employee or the Employment Act 2002).
- 11.3. Information relating to DH TEAM LTD's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

12. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly DH TEAM LTD shall use its reasonable endeavours to ensure that the DH TEAM employee shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

13. LIABILITY

- 13.1. Whilst reasonable efforts are made by DH TEAM LTD to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the worker and

to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by DH TEAM LTD for any loss, expense, damage or delay arising from any failure to provide any DH TEAM LTD employee for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the DH TEAM LTD employee or if the DH TEAM LTD employee terminates the Assignment for any reason. For the avoidance of doubt, DH TEAM LTD does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

- 13.2. DH TEAM LTD employee supplied by DH TEAM LTD pursuant to these Terms are engaged under contracts for services. They are employees of DH TEAM LTD but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the DH TEAM LTD employee, whether wilful, negligent or otherwise as though the DH TEAM LTD employee was on the payroll of the Hirer.
- 13.3. The Hirer shall advise DH TEAM LTD of any special health and safety matters about which DH TEAM LTD is required to inform the DH TEAM LTD employee and about any requirements imposed by law or by any professional body, which must be satisfied if the DH TEAM LTD employee is to fill the Assignment.
- 13.4. The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the WTR, the Data Protection Laws, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended), by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the DH TEAM LTD employee during all Assignments.
- 13.5. The Hirer shall indemnify and keep indemnified DH TEAM LTD against any Losses incurred by DH TEAM LTD employee arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

15. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the

remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

16. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

17. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of *England & Wales/Scotland* and are subject to the exclusive jurisdiction of the Courts of *England & Wales/Scotland*

Signed for and on behalf of the Hirer

[print name here]

I confirm I am authorised to sign these Terms for and on behalf of the Hirer.

Date