



Terms & Conditions of Business

1. Interpretation

In these Conditions:

- a) 'PTL Logistic Services Ltd' shall mean PTL Logistic Services Ltd, which offers to supply Operatives to the Hirer Client. PTL Logistic Services Ltd is an Employment Business.
- b) 'The Hirer Client' shall mean any person, firm, company, which accepts PTL Logistic Services Ltd offer to supply Operatives in accordance with these Conditions.
- c) 'Operative(s)' shall mean any individual, group of individuals or limited company contractor, including its self-employed subcontractors, supplied by PTL Logistic Services Ltd to the Hirer Client pursuant to these Conditions. Any supplied Operatives who operate as limited companies may utilise such individuals as it considers appropriate in the performance of the services at any time provided always such individuals possess the necessary skills, qualifications and experience to perform the services. All Operatives supplied are independent business in control of their method of performance. Neither the Hirer Client nor PTL Logistic Services Ltd shall, or will retain the right to, supervise, direct or control the Operative (including any self-employed subcontractors utilised by the Operative) as to the, manner in which the services are performed.
- d) 'Conditions' shall mean these standard terms and conditions of supply as set out in this document.
- e) 'Hire Period' shall mean the period agreed between PTL Logistic Services Ltd and the Hirer Client in respect of each operative requested by the Hirer Client.
- f) 'Relevant Period' has the meaning given in regulation 10(5) and (6) of the Conduct Regulations 2003.
- g) 'Engage' the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the terms **Engaged** or **Engagement** shall be construed accordingly.
- h) 'Introduction Fee' has the meaning given in clause 12.

2. Commencement and Duration

This Agreement shall commence from the acceptance by the Hirer Client of PTL Logistic Services Ltd offer to supply Operatives, whether such acceptance is written or oral.

On acceptance by the Hirer Client, PTL Logistic Services Ltd will normally despatch by fax, e-mail, or recorded delivery to the Hirer Client a Confirmation of Agreement, which shall contain the terms and conditions governing the supply of the Operatives. Acceptance of invoices on a contract shall constitute acceptance of the terms of the whole contract unless disputed within 10 days of the invoice date. Such Agreement will continue unless terminated in strict accordance with its terms.

3. Hire Period

- a) Each and every Operative supplied by PTL Logistic Services Ltd shall be the subject of an individual Hire Period agreed between PTL Logistic Services Ltd and the Hirer Client.
- b) The Hire Period for each and every Operative shall commence at the date, place and time agreed between PTL Logistic Services Ltd and the Hirer Client and shall expire on the earlier of:
 - i. the date, place and time, stated in the Confirmation of Agreement, or
 - ii. at expiry of notice of termination given by either party to the other in accordance with Clause 15 below.

4. Minimum Daily Hire Period

Hire Period can be any reasonable length of time agreed in advance by the parties. However, and in the absence of any written agreement to the contrary, such Operatives will be charged based on a minimum of 8 hours multiplied by the agreed hourly rate per Operative.

5. Hourly Charge

- a) The Hirer Client and PTL Logistic Services Ltd shall agree a charge per hour for each Operative.
- b) PTL Logistic Services Ltd may vary the hourly rate in respect of the agreed Operatives, which shall not be binding until an amended copy of the Confirmation of Agreement has been sent by either fax, e-mail, or recorded delivery to the Hirer Client. Such variations will thereafter be effective, subject to either party's rights of termination under Clause 15.

6. Timesheets

- a) PTL Logistic Services Ltd weekly accounting period runs from Monday to Sunday (inclusive).
- b) PTL Logistic Services Ltd's invoices to the Hirer Client and payments to its Operatives are prepared from the Operatives' timesheets on which are recorded the exact hours for each and every Operative.
- c) The Hirer Client shall procure that either it or its authorised representatives inspects and if necessary, completes each Operatives' time-sheets:
 - i. weekly in respect of Hire Periods for a week or more, or
 - ii. for Hire Periods of less than one week on the last day of the relevant Hire Period.
- d) In respect of i) or ii), the Hirer Client or its authorised representative shall enter start and end times worked or total amount of hours worked by each Operative and sign each time-sheet, which shall be confirmation that such hours are correct and the work is to the Hirer Client's satisfaction.
- e) In the event of the Hirer Client's failure to strictly comply with Sub-Clauses 6(c) and 6 (d) above PTL Logistic Services Ltd may make unverified payments to the Operatives and invoice the Hirer Client accordingly.

7. Payment

- a) PTL Logistic Services Ltd shall render an invoice addressed to the Hirer Client at the end of the Hire Period or at the end of the working week, whichever is the earlier for each and every Operative, stating the hourly charge, the Hire Period and the total sum (inclusive of VAT) which is then due and owing.
- b) The Hirer Client shall pay the invoice(s) within thirty (30) days of the day of receipt and for this purpose time shall be of the essence. Invoices shall be deemed received two days after the date of posting by PTL Logistic Services Ltd. PTL Logistic Services Ltd will accept no query, dispute or claim by the Hirer Client unless made in writing within ten days of the invoice date.
- c) The Hirer Client shall not be entitled to withhold payment by reason of any claim, counter claim, or right of set-off, which he may have nor claim any discount, compensation for levy (including CITB) nor alteration in the price not previously agreed to by PTL Logistic Services Ltd in writing.

- d) If any invoice to be paid by the Hirer Client to PTL Logistic Services Ltd under this Agreement (in whole or in part) is unpaid for a period of 5 working days after the due date, PTL Logistic Services Ltd shall have the absolute right at any time thereafter to withdraw the Operatives forthwith whereupon this Agreement shall then terminate absolutely. However, the obligations of the Hirer Client under this Agreement shall remain in respect of this breach and any other breach under the terms of this Agreement.
- e) In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest of 8% above base rate on all of any overdue sums owed by the Hirer Client to PTL Logistic Services Ltd. Such interest shall accrue from day to day from the due date until payment is made whether before or after judgment. If overdue invoices are not paid within seven days of the final reminder, the compensation of £40 for debts below £1000, £70 below £10,000 or £100 for debts above £10,000 will also be applied as per amendment of above quoted act, dated 7th August 2002.

8. Value Added Tax

- a) Any hourly charge or any other sum, amount, or rate payable by the Hirer Client to PTL Logistic Services Ltd under the terms of this Agreement is a sum exclusive of Value Added Tax which shall be payable by the Hirer Client at the rate from time to time which is set by H.M. Government in addition to the Hourly Charge or other such sum.
- b) In the event of the Hirer Client requesting PTL Logistic Services Ltd to participate in a Value Added Tax Self Billing procedure, the Hirer Client shall at the time of requesting PTL Logistic Services Ltd consent to such procedure furnish PTL Logistic Services Ltd with evidence from H.M. Customs and Excise of their approval for the Hirer Client to operate such a procedure.

9. Operative's Suitability

- a) For the purpose of this Agreement, PTL Logistic Services Ltd will with reasonable care and skill supply Operatives as specified by the Hirer Client. After the receipt of Confirmation of Agreement, it is the sole responsibility of the Hirer Client to satisfy itself, (by any reasonable checks it deems necessary) as to the qualifications, certificates, suitability and competency of the Operatives supplied.
- b) Without prejudice to the other provisions of this Agreement, PTL Logistic Services Ltd will accept no liability for any express or implied warranty or term in respect of any Operatives with regard to their qualifications, certificates, suitability and competency however so communicated to the Hirer Client.
- c) In the event that the Operatives introduced and supplied to the Hirer Client's requirements shall prove unsuitable, incapable or incompetent, the Hirer Client shall notify PTL Logistic Services Ltd within 4 hours of the Operatives commencing the Hire Period and the Operatives must be dispatched from site. Furthermore, provided the Hirer Client shall confirm such unsuitability, incapability or incompetence in writing within 5 working days of the start of the Hire Period, no Hire Charge shall be rendered by PTL Logistic Services Ltd to the Hirer Client in respect of the first four hours of the identified Operatives. In the absence of such written notifications, PTL Logistic Services Ltd shall render an invoice for the full Hire Period whether such Operative has continued to be utilised by the Hirer Client in their original position or not.

10. Hirer Client's Responsibilities and Indemnities

- a) It is the sole purpose of this Agreement for PTL Logistic Services Ltd to supply Operatives as requested by the Hirer Client. Therefore, from the start of the Hire Period, the Hirer Client shall be responsible for:
 - i. the operatives whilst they are working for the Hirer Client and it is the Hirer Client's responsibility for any actions that occur on site
 - ii. any acts (wilful or otherwise), omissions, losses or damages caused by any Operatives whilst they are working for the Hirer Client.

- iii. all the statutory requirements in respect of the health and safety of each and every Operative in relation to the work, the relevant site, any plant, equipment or vehicles (including all internal site safety and protective clothing requirements and any amendments or recommendations thereto). The Hirer Client shall keep a record book of all incidents causing personal injury or death and PTL Logistic Services Ltd shall have the right of inspection in respect of any Operatives supplied.
- b) The Hirer Client hereby warrants that any sites upon which the Operatives supplied by PTL Logistic Services Ltd hereunder are required to work together with any plant equipment or vehicles which Operatives are required to operate or use by the Hirer Client are safe and/or (where relevant) are at all times properly and adequately maintained.
- c) The Hirer Client hereby warrants that all work performed by PTL Logistic Services Ltd does not contravene any statutory or other regulations, orders or by-laws affecting the work or the relevant site or any plant or equipment or vehicles which the Operatives are required to operate or use.
- d) The Hirer Client hereby agrees and undertakes to indemnify and keep indemnified PTL Logistic Services Ltd against any costs, claims, losses, damages or expenses (whether arising out of negligence, breach of duty or other wrongful or wilful act or omission or otherwise howsoever) incurred or suffered by PTL Logistic Services Ltd or brought or claimed against PTL Logistic Services Ltd by third parties (including but not limited to any Operatives) arising out of or resulting from:
 - i. any breach of the Hirer Client's responsibilities and/or warranties set out in this Clause 10;
 - ii. any act or omission of any Operative;
 - iii. death or any injury suffered by an Operative or any other third party;
 - iv. any loss, damage, delay to or damage to the works, plant or equipment, suffered by the Hirer Client or any third party;
 - v. howsoever otherwise connected with this Agreement,
- e) The Hirer Client warrants it will affect and maintain adequate insurance cover with reputable insurers at the Hirer Client's own expense for any liability it may incur under this Clause 10.
- f) The Hirer Client hereby warrants and undertakes that it shall procure that any of its policies of insurance capable of affecting PTL Logistic Services Ltd shall incorporate provisions expressly excluding any rights of subrogation against PTL Logistic Services Ltd officers, employees, sub-contractors or agents.

11. Protection of PTL Logistic Services Ltd interests

- a) All dealings between the Company and the Client shall be strictly confidential. The Hirer Client shall not (and the Hirer Client shall procure that any person, firm or company associated with the Hirer Client shall not) without the prior express written consent of PTL Logistic Services Ltd wither during the currency of this Agreement or for the period of six calendar months thereafter directly or indirectly employ, solicit or entice away any director, manager, or executive employed by PTL Logistic Services Ltd or any Operative supplied by PTL Logistic Services Ltd under the terms hereof.
- b) If the Hirer Client shall commit any breach of its obligations under Sub-Clause 11 (a) it shall pay to PTL Logistic Services Ltd by way of liquidated damages a sum equal to 50 per cent of the amount of the relevant person's annualised gross earnings (in the case of an employee, calculated on his gross annual salary, in the case of an Operative calculated on his hourly rate multiplied by 2000) paid by PTL Logistic Services Ltd immediately preceding the termination of his employment or other arrangement with PTL Logistic Services Ltd.

12. Temporary to Permanent

- a) If, following the supply of a Temporary Worker by the Employment Business to the Client within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay the Employment Business the Introduction Fee equivalent to three months' salary.
- b) The Introduction Fee will not be payable if the Client gives written notice to the Employment Business that it intends to continue the hire of the Temporary Worker for a further period of three months (**Extended Assignment**) before it Engages the Temporary Worker other than through the Employment Business.
- c) Where the Client decides (in accordance with clause b)) to have the Temporary Worker supplied by the Employment Business for the Extended Assignment:
 - i.) the Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before the Employment Business received the Client's notice of election;
 - ii.) at the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Introduction Fee;
 - iii.) and if the Client chooses an Extended Assignment, but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by the Employment Business, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

13. Wages etc

PTL Logistic Services Ltd shall be responsible to the Operative, where appropriate, for payment of monies, deductions, levies and payment of statutory contributions in respect of earnings-related insurance and administration of Income Tax (PAYE), National Insurance Contributions and CITB as required by Law.

14. Driving/ Operation of Motor Vehicle/Plant

Where any Operative is required by the Hirer Client to drive any motor vehicle (whether such vehicle is subject to the Road Traffic Acts in force from time to time or not or operate any form of plant), the Hirer Client agrees and undertakes to PTL Logistic Services Ltd that:

- a) The Hirer Client shall ensure that any such motor vehicle or plant is safe and fit for purpose and is comprehensively insured; and
- b) The Hirer Client shall fully satisfy itself that the relevant Operative has a suitable current licence for driving any such motor vehicle and any appropriate experience and qualifications for driving or operating the relevant motor vehicle or plant.

15. Termination

- a) Any Hire Period may be terminated by either party giving to the other a minimum of 2 working days written notice.
- b) Notwithstanding termination of this Agreement by either party at any time and for whatever reason the provisions of clauses 10, 11 and 15 shall survive such termination or withdrawal and continue in full force and effect for 6 years.

16. Waiver

Failure by PTL Logistic Services Ltd at any time to enforce any terms or conditions of this Agreement shall not be construed as a waiver of this Agreement and shall not in any way affect the validity of this Agreement or any part thereof or the right of PTL Logistic Services Ltd to enforce any provision in accordance with its terms.

17. Assignment

The Hirer Client may not assign its rights or obligations under this Agreement without the express prior written consent of PTL Logistic Services Ltd.

18. Variations

No variations, extensions, exclusions, or cancellation of this Agreement shall be binding on PTL Logistic Services Ltd unless and until it is confirmed in writing under the hand of the Director or Secretary of PTL Logistic Services Ltd and for avoidance of doubt it is declared that no person other than the Director or Secretary of PTL Logistic Services Ltd has the authority to negotiate or enter into any commitment on behalf of PTL Logistic Services Ltd the effect of which they would or might (but for this Condition) involve PTL Logistic Services Ltd in any legal liability whatsoever.

19. Jurisdiction

The construction, validity, interpretation and performance of this Agreement shall be governed in all respects by English Law and the parties here to submit to the exclusive jurisdiction of the English Courts.

20. Entire Agreement

- a) These Conditions constitute the entire Agreement between the Hirer Client and PTL Logistic Services Ltd and no representation or statement not contained in the Agreement shall be binding on PTL Logistic Services Ltd.
- b) These Conditions shall expressly override all or any terms or conditions sought to be imposed by the Hirer Client howsoever communicated to PTL Logistic Services Ltd unless and until such variations to these Conditions are agreed to by PTL Logistic Services Ltd in strict accordance with Clause 18 hereof.

21. Nature of Agreement

If any provision of this Agreement is held by any Court of competent authority to be void or unenforceable in whole or part the other provisions of the Agreement or the remainder of the effective provisions shall continue to be valid.

22. Headings

The headings of this Agreement are for convenience only and shall not affect the construction thereof.



Martin Campbell
Managing Director