ELITE
LOGISTICS & TRANSPORT
RECRUITMENT

Skilled. Reliable. Elite.

SUPPLEMENTARY TERMS OF BUSINESS

TO THE STANDARD TERMS OF BUSINESS WITH A HIRER FOR THE SUPPLY OF AGENCY WORKERS (DRIVING STAFF)

These Supplementary Terms add to the Elite Standard Terms of Business (Driving Staff) without changing any of their wording. They are agreed under clause 2.3 of those Terms.

HIRER DETAILS (TO BE COMPLETED)

Hirer (company name)	
Registered company no.	
Registered office / address	
Date of these Supplementary Terms	

THE PARTIES

(1) **Elite Employment Solutions Limited** (registered company no. 08878366) (trading as Elite Logistics & Transport Recruitment) of 39-41 Victoria Road, Widnes WA8 7RP ("**the Employment Business**").

(2) The company named in the Hirer details above ("**the Hirer**").

1. STATUS

1.1 These Supplementary Terms form part of the Terms between the Employment Business and the Hirer and apply from the date above. Words defined in the Terms have the same meaning here.

1.2 Except as set out here, the Terms are unchanged and continue in full effect. If these Supplementary Terms conflict with the Terms, these Supplementary Terms prevail.

2. CREDIT LIMIT AND LATE PAYMENT

2.1 The Employment Business may set a credit limit for the Hirer and tell the Hirer what it is in writing. It may review the limit from time to time and tell the Hirer of any change.

2.2 If the Hirer exceeds its credit limit, or does not pay an invoice by its due date, the Employment Business may decline to supply further Agency Workers, or suspend supply, until the Hirer is back within its limit and all overdue sums are paid. The Employment Business is not liable for any loss the Hirer suffers as a result.

2.3 The Hirer remains liable for all Charges incurred up to the date supply is declined or suspended.

2.4 In addition to interest under clause 6.7 of the Terms, the Employment Business may claim fixed-sum compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

3. DATA PROTECTION

3.1 In clause 1.1 of the Terms, "Data Protection Laws" includes the UK GDPR (as defined in the Data Protection Act 2018), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003. Any reference in the Terms to the General Data Protection Regulation includes the UK GDPR.

3.2 Each party is an independent controller of the personal data of the Agency Worker that it receives or holds in connection with the Terms, and each shall comply with the Data Protection Laws.

3.3 In addition to clause 12.1 of the Terms, the Hirer shall:

- **(a)** give the Agency Worker any privacy information the Data Protection Laws require it to give;
- **(b)** keep Agency Worker personal data secure, using appropriate technical and organisational measures;
- **(c)** not transfer that data outside the UK except in line with the Data Protection Laws;
- **(d)** delete or return that data when it is no longer needed, unless the law requires it to be kept;
- **(e)** tell the Employment Business without undue delay, and within 48 hours, of any personal data breach involving Agency Worker data; and
- **(f)** give the Employment Business reasonable help in responding to data subject requests and regulator enquiries about that data.

3.4 The Employment Business uses the personal data of the Hirer's staff and other contacts as set out in its Privacy Policy at www.elite-employ.com/privacy-policy. The Hirer shall make its staff aware of it.

4. CALL RECORDING

4.1 The Employment Business may record and monitor telephone calls with the Hirer and its staff for training, quality, dispute resolution and compliance purposes. It will aim to tell callers at the start of a call that it may be recorded.

4.2 The Hirer shall make sure its staff know that calls may be recorded. Recordings may be used as evidence in any dispute.

4.3 The Employment Business will handle recordings as set out in its Privacy Policy.

SIGNATURES

	For the Employment Business	For the Hirer
Signature		
Print name		
Position	Director	
Date		