

**This Section applies to both off-payroll rules and exempt off-payroll rules.**

19.1 In clause 19, the following definitions apply:

**"Driving Legislation"**

means the Transport Act 1968, the AETR, the RT(WT)R and the EU Drivers' Hours Regulation;

**"EU Drivers' Hours Regulation"**

means Regulation (EC) No. 561/2006 of the European Parliament and of the Council of 15 March 2006;

**"Mobile Worker"**

means any "mobile worker" as defined under the RT(WT)R;

**"Other Work"**

means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where the Temporary Resource is not at the disposal of the Client.

**"Period of Availability"**

means a "period of availability" as defined under the RT(WT) R, namely, a period during which the Mobile Worker is not required to remain at his/her workstation (having the same meaning as defined under the RT(WT)R), but is required to be available to answer any calls to start or resume driving or to carry out other work, including periods during which the Mobile Worker is accompanying a Vehicle being transported by a ferry or by a train as well as periods of waiting at frontiers and those due to traffic prohibitions provided that the Mobile Worker knows before the start of the period about that period of availability and the reasonably foreseeable duration of the period of availability;

**"RT(WT)R"**

means the Road Transport (Working Time) Regulations 2005;

**"Vehicle"**

means a "goods vehicle" as defined under the RT(WT)R;

**"Working Time"**

means "working time" as defined under the RT(WT)R, namely, the time from the beginning to the end of work during which the Temporary Resource is at his/ her workstation (as defined under the RT(WT)R, at the disposal of the Client and/or the Employment Business and/or a Temporary Work Agency and exercising his/her functions or activities, being:

(a) Time devoted to all road transport activities including, in particular, driving, loading and unloading, assisting passengers boarding and disembarking from a Vehicle, cleaning and technical maintenance, and all other work intended to enhance the safety of the Vehicle, its cargo and passengers or to fulfil the legal or regulatory obligations directly linked to the specific transport operation underway, including monitoring of loading and unloading and dealing with administrative formalities with police, customs, immigrations officers and others; or

(b) Time during which the Temporary Resource cannot dispose freely of his/her time and is required to be at his/her workstation, ready to take up normal work, with certain tasks associated with being on duty, in particular during periods awaiting loading or unloading where their foreseeable duration is not known in advance, that is to say either before departure or just before the actual start of the period in question, or under collective agreements or workforce agreements, (with the terms "workstation", "collective agreements" and "workforce agreements" having the same meaning as defined under the RT(WT)R);

19.2 The Client will assist the Employment Business in complying with the Employment Business' duties under such provisions of the Driving Legislation and the WTR as may be applicable and any other similar legislation as may apply to the Assignment in any country or countries by supplying any relevant information about and copies of any relevant documentation (including without limitation tachograph charts and digital downloads) relating to the Assignment requested by the Employment Business, and the Client will not do anything to cause the Employment Business to be in breach of its obligations under such legislation. If the Client requires the services of a Temporary Resource for more than 48 hours in any week during the course of an Assignment, the Client must notify the Employment Business 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 Client requires the Temporary Resource to work in excess of 48 hours.

19.3 In relation to any Vehicles and operations subject to the Goods Vehicles (Licensing of Operators) Act 1995 (the Act), it is a condition of these Terms that the Client:

19.3.1 Holds a complete, accurate and up-to-date operator's licence under the Act throughout the period of any Assignment, and the Client hereby warrants that it holds such a licence;

19.3.2 Will comply with all of its obligations for obtaining and maintaining such operator's licence under the Act; and

19.3.3 Will, upon request, permit the Employment Business to inspect and take copies of the Client's operator's licence.

19.4 The Client will take all reasonable steps to ensure that all transport time schedules which it implements and any other arrangements regarding working time in relation to the Assignment will conform in full to the requirements of the Driving Legislation and the WTR as may apply to the Assignment and any other similar regulations in any country or countries applicable to the Assignment;

19.5 The Client undertakes to comply with all statutory duties applicable in respect of any Assignment, including (without limitation) making proper arrangements to ensure that the following matters are compliant with the relevant statutory obligations: driving licences and permits, drivers' hours and records, the issue, collection and other use of tachographs and digital downloads, drivers cards and company cards, maintenance and safety of all Vehicles driven, operated or used by any Temporary Resource, all duties under health and safety regulations, road traffic and liability insurances including fully comprehensive insurance for the Vehicle and its contents. The Client agrees to allow the Employment Business to inspect and take copies of any relevant insurance policies and any other relevant documentation.

19.6 The Client will take all reasonable steps and give any reasonable instructions to the Temporary Resource for the purpose of ensuring that the performance of the Assignment complies with the Department of Transport's Highway Code and any other rules regarding road safety applicable to the country or countries in which any journeys (or portion of journeys) take place.

19.7 The Client agrees to pay for any travel and hotel expenses, driving charges (for example, motorway and bridge tolls, any congestion charge or similar charge) or other expenses as may have been agreed with the Client or if there is no such agreement, such expenses as are reasonable.

19.8 To avoid doubt, the Charges do not include any tickets, fines, penalties or similar for parking, speeding or any other motoring or driving offences. The Client is liable for all fines and penalties, and the Employment Business cannot recover these from the Temporary Resource.