

Chefs and More Ltd

TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied; whether they be Limited Company, LLP, Sole Trader or Partnership.

“Engagement” means any use of the Temporary Worker on a temporary basis, whether under any contract, agency, license, franchise or partnership arrangement; or any other engagement, but not such use as entails the Temporary Worker becoming an employee of the Client;

“Temporary Worker” means the person (including where appropriate, a body corporate) whose services are supplied by Chefs and More Ltd to the Client, whether they be retained by Chefs and More Ltd on a PAYE scheme;

“Introduction” means the Client’s interview of a Temporary Worker in person or by telephone following the Client’s instruction to Chefs and More Ltd to search for a Temporary Worker or following the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker, and which leads in either case to an Engagement of that Temporary Worker by the Client.

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.

1.2.1 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.3 Chefs and More Ltd acts as an employment business (as defined by the Conduct of Employment Agencies and Employment Business Regulations 2003) for the purposes of this contract.

1.4 These Terms shall apply as between the Client and the Chefs and More Ltd in relation to each and every Temporary Worker engaged by the Client. If the Terms set out herein are in conflict with other terms upon which the Client and Chefs and More Ltd have agreed for the engagement of a Temporary Worker, these Terms shall prevail.

2 THE CONTRACT

- 2.1 These terms govern the supply of the Temporary Worker's services by Chefs and More Ltd to the Client and are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of the Temporary Worker.
- 2.2 No variation or alteration to these Terms shall be valid unless approved by a Director of Chefs and More Ltd in writing. Any such variation or alteration shall refer specifically to this clause.
- 2.3 Unless otherwise agreed in writing by a Director of Chefs and More Ltd, these Terms prevail over any terms of business or purchase conditions put forward by the Client, even if such terms are put forward by the Client subsequent to these Terms being brought to the Client's attention.
- 2.4 Chefs and More Ltd will decline to accept any instructions to source Temporary Workers where it believes that said instruction amounts to unlawful discrimination.

3 CHARGES

3.1 The Client agrees to pay the hourly charges of Chefs and More Ltd as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (rounded up to the nearest quarter hour). The minimum hours to be charged shall be 6 hours for a Chef working a straight shift or 8 hours for a chef working on a split shift (minimum 4+4), 4 hours for a General Catering Assistant. The charges are comprised mainly of the Temporary Worker's remuneration (including Holiday Pay under the Working Time Regulations 1998) but also include Chefs and More Ltd fees, Employer's National Insurance Contributions and additionally, any travel or other expenses as may have been agreed with the Client. VAT is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable in full by the Client within 14 days of the date of invoice without abatement, set-off or deduction. The parties further agree that these Terms govern a contract to which the Late Payment of Commercial Debts (Interest) Act 1998 applies and that Chefs and More Ltd is entitled to interest at 5% on all sums due from the Client. In the event that the Client fails to make payment in full in accordance with these Terms, the Client acknowledges that Chefs and More Ltd shall be entitled to pass the sum of the debt to our nominated Collections Agency who shall add their fees of 15% on to the balance due, together with any legal costs which may be incurred additional to the fees mentioned previously and the full debt shall be payable in its entirety to the Collections Agency. Should this action be taken, no further correspondence shall be permissible between the Client and Chefs and More Ltd until the matter is resolved to the satisfaction of Chefs and More Ltd. Chefs and More Ltd reserves the right to withdraw forthwith and without liability the services of any Temporary Workers then being supplied to the Client. In the event of default in the payment of any of the said invoices when due as herein provided, time being of the essence hereof, the holder of this note may, without notice or demand, declare the entire principal sum then unpaid immediately due and payable.

3.3 Where we are acting on behalf of a Limited Company, invoices will be addressed to the Limited Company. By signing to accept the receipt and the content of this document in your capacity as Director you agree a personal guarantee for the payment of all outstanding invoices to our Company, including all legal costs, disbursements and to cover all debt recovery charges, in the event that the Company defaults on any payment, you agree that

this Company reserves the right to take action against the Directors for all or part of the sums outstanding. This personal guarantee will also apply in the event that an appropriate signatory signs to accept these terms as per the declaration below on behalf of the company and all its Directors. Chefs and More Ltd accepts no responsibility in establishing who has the right to sign. This burden is borne solely by the limited company.

3.4 The Client acknowledges the importance to Chefs and More Ltd of cash flow considerations and that to ensure its continued operation Chef and More Ltd remunerates its Temporary Workers (including the Temporary Worker engaged by the Client under these Terms) by reference to the time sheets completed by the Temporary Worker. Accordingly, and subject to clause 3.5 below, the following provisions shall apply;

3.4.1 Each and every time sheet signed by an employee, officer or representative of the Client shall be conclusive evidence at the number of hours worked by the Temporary Worker and shall be conclusive evidence of the Client's satisfaction with the tasks for which he was engaged during the said number of hours, the standard of his workmanship and

3.4.2 A certificate signed by a director or company secretary of Chefs and More Ltd shall be conclusive evidence of the total sum due from the Client to Chefs and More Ltd in respect of the Temporary Worker in relation to the Engagement as at the date of the said certificate.

3.5 Clause 3.4.1 shall be of no effect if and only if within 7 days of an Invoice being rendered by Chefs and More Ltd to the Client, the Client makes specific complaint in writing, to Chefs and More Ltd registered office. The said complaint shall be effective only if it;

3.5.1 Refers to the Client's rights under this clause;

3.5.2 Cites the name of the Temporary Worker, if possible.

3.5.3 Sets out with reasonable and sufficient particularity the nature of the matters complained of, the date and time on which they occurred, and the names of any witnesses or other parties thereto.

3.5.4 Sets out the amount which is in dispute and which the Client intends to withhold or set off as a result of the complaint particularised in compliance with clause 3.4.3 above and indicates how that amount is made up.

3.5.5 Indicates any further steps which it reasonably requires Chefs and More to take in order to obviate the matters complained of.

3.6 Clause 3.4.2 shall be without prejudice to either parties' right to subsequently open up, review, revise or seek redetermination of the sum in fact due from the Client to Chefs and More Ltd in respect of the Engagement or Assignment (as the case may be) of the Temporary Worker by way of adjudication, arbitration, litigation or otherwise, save that it shall be a condition precedent to any such a reference or claim as initiated by the Client that it shall pay over in cleared funds the sum stated on the face of any certificate rendered by Chefs and More Ltd under clause 3.4.2 prior to such reference or claim.

3.7 Time sheets under clause 3.4.1 and certificates under clause 3.4.2 shall be binding (in accordance with these Terms) as to all matters of fact, save insofar as they contain fraud or manifest error.

3.8 Should a Temporary Worker arrive on site for work and find that the client does not require their assistance or has failed to cancel the booking; the Client shall be charged the minimum shift for each booking.

3.9 Sunday's will be charged at 1.5 times the hourly rate, Christmas Day, Boxing Day will be charged at triple time and all other Public Holidays will be charged at double time.

4 TIMESHEETS

4.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign Chefs and More Ltd time sheet verifying the number of hours worked by the Temporary Worker during that week. The Client acknowledges the importance to Chefs and More Ltd of the time sheets and of the contractual nature of the time sheets.

4.2 Subject to the terms of clause 3.4 above, signature of a time sheet by the Client shall be conclusive evidence in all proceedings (including but not limited to litigation, adjudication and arbitration) of the Client's satisfaction with the services provided by the Temporary Worker and the number of hours worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours stated to be worked.

5 REMUNERATION

Chefs and More Ltd assumes responsibility for payment of the Temporary Worker's remuneration (including Holiday Pay under the Working Time Regulations 1998) and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker. However, nothing in these Terms shall make the Temporary Worker an employee of either the Client or Chefs and More Ltd.

6 INTRODUCTION CHARGES

Permenant Recruitment Tariff

Salary Range	Fee % Gross Annual Package	Package Benefits (to be added to basic salary)
£10,001 - £15,000	10%	
£15,001 - £34,999	14%	Company Car £1,500
£35,000 +	16%	Accommodation £3,500
Head Hunting Facility	Price On Application	
Minimum Recruitment Fee	£750.00	

Payment / Rebate Terms

If a Candidate's agreement with the Client is terminated by either party within 8 weeks of the date of commencement (including notice period) the Client will be entitled to a refund of the introduction fee as follows:

Period of Employment	Rebate
Up to 2 weeks	100% (Less £200 administration fee)
2- 4 weeks	50%
4- 8 weeks	25%
8 weeks and over	Nil

Provided that:

6.1) the fees payable by the Client pursuant to Clause 3.2 has been duly paid within 14 days of the date of invoice.

6.2) the Client has notified Chefs and More Ltd in writing within 7 days of the date of cessation of the agreement.

6.3) termination of the engagement is lawful and not by way of redundancy, pregnancy, injury or ill health.

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Temp to Perm Terms

The Client is required to notify Chefs and More Ltd should they wish to engage a Flexi-worker in Full / Part time Employment in any capacity / location or introduce the Worker to another

Employer within 8 weeks of the date of termination of the services to the Client provided by the Flexi-worker. Upon notification the following options are applicable:

OPTION 1 Standard fees as per current Tariff (10-16% Annual package) apply. This option entitles the Client to a trial period and a proportionate refund as per Terms & Conditions Section 6 (see payment / rebate terms above).

OPTION 2 A 20% discount of standard fee. This option waives the right to trial periods, guarantees and refunds.

OPTION 3 Extended period of hire. Only applicable to Full-Time candidates (to exceed 35 hours weekly). The Flexi-worker shall remain on Chefs and More's Ltd payroll for a period of 14 weeks during which the Client shall pay the current hourly charge agreed pursuant to Clause 2 of our Terms and Conditions for each hour the Flexi-worker is so employed or supplied. On successful completion the worker will transfer to the Client's payroll. No further fees shall be incurred.

Options 2 & 3 are only available providing Chef and More Ltd received notification of intent to hire a Flexi-worker from the Client. All options are subject to completion of Chefs and More Ltd Temp to Perm Options form and will commence the Monday following receipt. Should a Client directly employ a Flexi-worker (whether PAYE or sub contracted) without notification and/or fail to supply remuneration information Chefs and More Ltd reserves the right to raise an invoice based upon the Flexi-workers highest hourly charge rate, multiplied by 40 and multiplied by 52. This estimated salary coupled with any taxable emoluments receivable will be multiplied by the appropriate percentage fee and be payable in accordance with section A clause 4.1 of our Terms and Conditions. Trial periods, guarantees and refund entitlements shall be forfeited.

7 SUITABILITY OF THE TEMPORARY WORKER AND THE LIABILITY OF THE EMPLOYMENT BUSINESS

7.1 The Client must supply to Chefs and More Ltd before any Introduction the following information:

7.1.1 the Client's identity and the nature of its business;

7.1.2 the date on which the Client requires a Temporary Worker to commence work, the duration or likely duration of the work and the length of any notice periods;

7.1.3 the position for which a Temporary Worker is sought, including the type of work the Temporary Worker would be required to do, the location at which and the hours during which he would be required to do it, and any risks to the health or safety of the Temporary Worker known to the Client and the steps which the Client has taken to prevent or control such risks;

7.1.4 the experience, training, qualifications and any authorisations which the Client considers are necessary or required by law or any professional body for a Temporary

Worker to possess in order to work in the relevant position, and the ability which the Client considers is necessary for a Temporary Worker to possess in order to do so successfully;

7.1.5 any expenses payable by or to the successful Temporary Worker;

7.2 Whilst reasonable effort is made by Chefs and More Ltd to ensure appropriate standards of skill, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, Chefs and More Ltd is not liable for any loss, expense, damage, delay or disruption arising from any of the following;

7.2.1 provision of a Temporary Worker;

7.2.2 the failure to provide (or replace) any Temporary Worker for all or part of the period of the booking;

7.2.3 the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker in the course of the Assignment;

7.2.4 Any negligence or breach of duty on the part of Chefs and More Ltd in the selection of the Temporary Worker.

7.3 Nothing in clause 6.2 shall exclude Chefs and More Ltd liability for death or personal injury arising from its own negligence.

7.4 The Client confirms that it is aware of any requirements imposed by law or any professional body which must be satisfied by it and/or the Temporary Worker to enable the, Temporary Worker to supply services to the Client in the capacity requested.

7.5 Temporary Workers are engaged by Chefs and More Ltd under contracts for services and are not employees of Chefs and More Ltd. They are under the sole supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he were employed by the Client. The Client will also comply in all respects with all statutes including for the avoidance of doubt, the Health and Safety at Work Act 1974, the Working Time Regulations 1998, the Data Protection Act 1998 and all other by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. Chefs and More Ltd is not liable for the Health and Safety of the Temporary Worker whilst on the Clients' premises. The Client will assist Chefs and More Ltd to comply with its duties under the Working Time Regulations by supplying any relevant information about the Assignment which may reasonably be requested by it and the Client will not do anything to cause Chefs and More Ltd to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify Chefs and More Ltd of this requirement before the commencement of that week.

7.6 The Client will take all practicable steps to ensure that no Temporary Worker is treated unfavourably by any person under its control on the grounds of the Temporary Worker's race, sex, disability, religion/belief, sexual orientation or age.

7.7 The Client shall indemnify and keep indemnified Chefs and More Ltd in respect of all claims by any third party caused by, or resulting from, or arising in connection with, the act,

omission, default or negligence of the Temporary Worker, and shall further indemnify Chefs and More Ltd in respect of all costs, charges or damages in connection therewith, howsoever arising (including, but not limited to, such as arise under statute, common law, court order or notice by a government department or local authority or officer).

8. LIVE-IN CHEFS SUPPLY

Assignments for Live-In Chefs are also subject to the following additional conditions:

8.1.1 Temporary Worker to work no less than 40 hours per week, and in conjunction with clause 3.1

8.1.2 Clean, single (where available) accommodation must be provided at no cost to the Employment Business or Temporary Worker.

8.1.3 The Client must pay for all agreed travelling expenses, on production of receipts, including the return journey, directly to the worker.

8.1.4 If a Temporary Worker travels to a Client for work and the Client has failed to advise Chefs and More Ltd that the Temporary Worker is no longer required, the Client shall be liable for a charge of the minimum shift allowance, as stated in Clause 3.1, as well as all travelling expenses incurred for the journey to and from the Client.

8 TERMINATION

8.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. Chefs and More Ltd may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

- (a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
- (b) within two hours for bookings of seven hours or less and also provided that notification of the unsuitability of the Temporary Worker and of the requirement to remove him is confirmed in writing to Chefs and More Ltd within 48 hours of the termination of the Assignment.

8.2 Any of the Client, Chefs and More Ltd or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability save for sums accrued up to the point of such termination, in conjunction with Clause 3.1

8.3 The Client shall notify Chefs and More Ltd immediately and without delay and in any event in writing within 24 hours if the Temporary Worker fails to attend work or notifies the Client direct that he is unable to attend work for any reason.

9 LAW

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

10 VARIATION OF TERMS

In the event that Chefs and More Ltd and the Client agree to a variation of the terms herein Chefs and More Ltd shall, as soon as is reasonably practicable, provide the Client with a

document detailing the variation and stating the date on or after which it is agreed that the reviewed terms are to take effect.

11 DATA PROTECTION ACT

The client agrees that Chefs and More Ltd may make such enquiries and searches and obtain such references as it considers necessary from any person, firm or company including any credit reference agency (which will keep a record of any search made and will share that information with other businesses). Chefs and More Ltd may also make enquiries about the principal directors with a credit reference agency.

Chefs and More Ltd has a Privacy Policy which can be viewed on our website or a copy can be requested in writing to the address below

I, the undersigned, declare that I have read and fully understood these terms and conditions of business and have had full sight of all clauses contained therein. I confirm that I am signing this on behalf of the Client and/or Company Directors(s) and that I have the appropriate level of authorisation to bind the Client and or Company Director(s) to the Terms and Conditions contained in this form and any other applicable documentation to which it refers.

Signed.....

Print Name.....

Position.....

Date.....

Business Name

Co Registration Number.....

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