



Name: _____

Tel: _____

Umbrella Co. _____

Client: _____



**THE PERFECT
RECRUITMENT INGREDIENT**

310 Fearnley Mill,
Old Lane, Halifax HX3 5WP

01422 893 009
chefsforchefs.co.uk
info@chefsforchefs.co.uk

W/E Date: _____

SUMMARY OF HOURS WORKED (COMPLETED BY CLIENT)*

Monday					<input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Really Good <input type="checkbox"/> Outstanding
Tuesday					
Wednesday					
Thursday					
Friday					ADDITIONAL COMMENTS
Saturday					
Sunday					
TOTAL HOURS WORKED					

Please ensure that the timesheet is fully completed and signed. Return the top two copies to the branch as stated below. Client - Unless agreed in writing prior to the booking, a minimum of 6 hours will be charged per temporary chef, per booking. I certify that the total hours shown above, have been satisfactory worked by each temporary and that payment in respect of these will be made according to your Terms of Business which I have recieved from you and accept to this transaction to the exclusion of all other terms and conditidons. A FURTHER COPY OF WHICH IS ON THE REVERSE OF THIS TIMESHEET.

Signature: _____

Position: _____

Print Name: _____

Date: _____

*To be submitted by Tuesday 12pm to by paid on Friday



Terms of Business for the Supply of Temporary Staff Services

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

- “**Assignment**” means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client.
- “**Client**” means the person, firm or corporate body engaged with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied.
- “**The Employment Business**” means Chels for Chels Ltd. Strides, Cleckheaton, BD19 6AS.
- “**Engaged/Engagee**” means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement or any other engagement directly or through a limited or unincorporated company in which the Temporary Worker is an officer or employee.
- “**Temporary Worker**” means the individual who is introduced by the Employment Business to render services to the Client.
- “**Transfer Fee**” means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- “**Introduction Fee**” means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- “**Introduction**” means the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker, or the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker, and which leads to an Engagement of the Temporary Worker.
- “**Remuneration**” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or a third party. Where a company car is provided, a notional amount of £3000 will be added to the salary in order to ensure that the Temporary Worker is not disadvantaged.
- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker’s services to the Employment Business. The Client agrees to be bound by the Terms of Engagement of the Temporary Worker, or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. CHARGES

3.1. The Client agrees to pay such hourly charges of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker’s hourly rate but also include the Employment Business commission that is agreed, on top of the Temporary Worker’s hourly rate, employer’s National Insurance contributions and any relevant other charges as may have been agreed with the Client. These charges shall be deemed to include any reasonable VAT if applicable, is payable on the entirety of these charges.

3.2. The charges are invoiced to the Client on a weekly basis and are payable within fourteen days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum until the base rate of Barclays Bank from the due date until the date of payment.

3.3. There are no rebates payable in respect of the charges of the Employment Business.

4. INFORMATION TO BE PROVIDED

4.1. When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the following information: (a) the name of the Temporary Worker; (b) the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; (c) whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2. Where such information is not given in paper form or by electronic means, it shall be given to the Client by the end of the third business day (excluding Saturday, Sunday and any public or Bank Holiday) following, save where the Temporary Worker is being introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

5. TIME SHEETS

5.1. At the end of each week of an Assignment for a period of one week or less the Client shall sign the Employment Business time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2. Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet provided for authentication purposes, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client’s obligation to pay the charges in respect of the hours worked.

5.3. The Client shall not be entitled to decline to sign a time sheet or to sign a time sheet which does not reflect the actual hours worked by the Temporary Worker. In cases of unusable work the Client should apply the provisions of clause 10.1 below.

6. PAYMENT OF THE TEMPORARY WORKER

6.1. The Client assumes responsibility to pay the Temporary Worker at the end of the working week or the end of the last shift if a full week has not been worked for paying their own tax and employer’s national insurance contribution pursuant to section 44-47 of the income tax act 2003.

7. TRANSFER AND INTRODUCTION FEES

7.1. **Transfer fees where the worker has been supplied**

7.1.1. In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to the Engagement of the Client by a third party, the Assignment or within whatever is the longer of either 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the first Assignment for these purposes) or 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, subject to deduction of any applicable VAT, to pay a Transfer Fee of £250. No Transfer Fee shall be payable if the Temporary Worker has been engaged by the Client for an Assignment for which the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or

7.1.2. A Transfer Fee calculated as follows: 8% of the salary of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges of the Temporary Worker shall be paid by £250. No Transfer Fee shall be payable in respect of any Assignment subsequently terminated. VAT is payable in addition to any fee due.

However, where the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

7.2 Introduction Fees where a worker is introduced but not supplied

7.2.1. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment

Business to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, subject to electing upon giving 7 days notice, to either:

- a) A period of hire of the Temporary Worker being 26 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied; or
- b) An Introduction Fee calculated as follows: 8% of the salary of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

7.3. In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1 (b) or 7.2 (1), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 6 months of the termination of the first Engagement then the Client shall be liable to pay the Transfer Fee in addition to the additional Remuneration applicable for the period of the Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

7.4. **7.4 inability to supply during the period of hire**

7.4.1. If the Client elects for a period of hire, as set out in clauses 7.1 (a) or 7.2 (1), but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the period of hire, the Transfer or Introduction Fee calculated in accordance with either 7.1 (b) or 7.2 (1) may be applied, reduced by such percentage to reflect hours not worked by the Client.

7.4.2. Where periods of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where the Temporary Business pays the Transfer or Introduction Fee to the Client, the Client shall be liable to pay a Transfer Fee calculated in accordance with clause 3.1.

7.5 Transfer Fees where there has been an Introduction to and Engagement by a Third Party

7.5.1. In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whatever is the longer of either 14 weeks from the start of the first Assignment or within whatever is the longer of either a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the first Assignment for these purposes) or 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable to pay a Transfer Fee calculated in accordance with clause 7.1 (1) (b).

7.6 Introduction fees where there has been an Introduction but No Supply resulting in an Engagement by a Third Party

7.6.1. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement of the Client by a third party, the Assignment or within whatever is the longer of either 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the first Assignment for these purposes) or 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable to pay a Transfer Fee calculated in accordance with clause 7.2 (1) (b).

8. LIABILITY

8.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable care of staff, injury and/or disability resulting from the work of any Temporary Worker engaged by the Client shall be the responsibility of the Client. The Client shall be liable to indemnify the Employment Business in accordance with the Client’s booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt,

the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2. Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the 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, omissions or commissions of any Temporary Worker engaged by the Client, otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc. 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 particularly mentioned in Clause 6 above) including, but not limited to, the provision of adequate Employer’s and PFI liability cover for the Temporary Worker during all Assignments.

8.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business duties under the Health and Safety Regulations. The Client shall want information about 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 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 the Employment Business of this requirement before the commencement of that week.

8.4. The Client undertakes that it knows or has reason to believe that the Temporary Worker will not be engaged by the Client for the Temporary Worker to fill the Assignment.

8.5. The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.

8.6. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

9. TERMINATION

9.1. The Client undertakes to supervise the Temporary Worker diligently to ensure the Client’s satisfaction with the services provided by the Temporary Worker. 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. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates.

9.2. Within two hours of the Temporary Worker being notified of the Assignment where the booking is for more than seven hours; or

9.3. Within two hours of bookings of seven hours or less. And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

9.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time, and the Client shall be liable to indemnify the Employment Business immediately and without delay, and in any event within 124 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

9.4. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment and shall be entitled to withdraw prior notice and without liability.

10. LAW

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

