

**TERMS & CONDITIONS OF BUSINESS  
FOR THE SUPPLY OF CONTRACTORS**

1. These Terms and Conditions of Business are between CHEF.EASE LTD Relief Chefs and/or subsidiaries or associates (hereafter called the '**Business**') and the Client using the Contractor (hereafter called the '**Client**').
2. These Terms and Conditions are deemed accepted by the **Client** by virtue of an interview or the engagement by the **Client** (which term includes employment or use whether under a contract of service for services or under any agency, license, franchise, or partnership agreement) of a Contractor (hereinafter called the '**Contractor**' introduced by the Business).
3. The **Client** agrees to pay the hourly charge of the **Business** advised at the time of the booking. The **Client** agrees to verify all worked hours sent directly to the **Client** from digital sign-in software using a GPS location tool to verify location at clock-in and clock-out (where this is not possible, a handwritten timesheet will be provided to the **Client** for signing). Any discrepancies should be notified within 24 hours. After this period, the **business** will see this as the timesheets accepted, and the **Client** constitutes acceptance that the Contractor has worked satisfactorily for the hours indicated on the timesheet. Failure to sign the time sheet does not alter the **Client's** liability to pay for hours worked. Travelling, hotel or other expenses as may be agreed shall be itemised on the '**Business**' invoice in addition to this charge. These charges will be those in force at the time of assignment and may be varied from time to time with immediate effect. Details of charges are available on the application and are calculated on an hourly basis. VAT shall be charged in addition. The Client assumes responsibility for payment of any IR35 charges.
4. Charges largely represent remuneration paid, invoiced weekly, and are payable within 7 days of the '**Business**' invoice. The Client will incur **interest** at 5% for each month of delayed payment.
5. **Ongoing contracts: The minimum duration of the working week is 45 hours.** A minimum of 7 days' written notice period is required. Please be advised to contact CHEF.EASE LTD in writing to provide notice rather than contacting the relief chef directly. In the event the **client** fails to inform CHEF.EASE LTD of notice, the **Client** will be charged the minimum working week at the contracted hourly rate plus VAT.
6. **In the event of the Engagement by the Client of a Contractor supplied by the Business either (1) directly or (2) pursuant to being supplied by another business, within either.**  
14 weeks from the start of the first Contract (the first Contract being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Contract).  
**Or**  
Eight weeks from the day after the last day the Contractor worked on the Contract, the Client shall be liable to either an extended period of hire or a Transfer Fee, the length or amount of which is to be agreed between the Business and the Client. The Client must give the Business 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee.  
If the client does not give such notice before the Contractor is engaged, the parties agree that the Transfer Fee shall be due. If the parties do not agree to a period of extended hire or a Transfer Fee in accordance with the above, then.
  - a) The length of the extended period of hire shall be 40 weeks, during which the Client shall pay the current hourly charge agreed pursuant to clause 3 for each hour the Contractor is so employed or supplied. **or**
  - b) The amount of the Transfer fee shall be as follows: -  
The annual Remuneration Percentage Fee of the Annual Remuneration is as follows.  
  
**Salaries up to 29,999 pounds per annum – Charged at 18% of the first year's salary**  
**Salaries Over 30,000 pounds per annum – Charged at 22% of the first year's salary**
7. **If a Contractor is introduced to the Client but not supplied by the Business, and within six months the Client engages the Contractor either directly or through another business, the Client will owe either an extended hire period or an Introduction Fee. The specific terms, including the length or amount, will be negotiated between the Business and the Client. Before the engagement, the Client must notify the Business in writing 7 days in advance, indicating whether they choose the extended hire period or the Introduction Fee. If no such notice is given before the Contractor is engaged, the Introduction Fee becomes payable. If the parties cannot agree on the extended hire period or the fee, the following applies:**
  - a) **The extended hire period will be 40 weeks, with the Client paying the current hourly rate as per clause 3 for each hour the employee is employed or supplied.**
  - b) **The Transfer Fee will be calculated as follows:**  
  
- **For annual salaries up to £19,999: 18% of the first year's salary.**  
- **For salaries over £20,000: 22% of the first year's salary.**

8. If the Client introduces a Contractor supplied by the Contractor to a third party, resulting in the third party engaging the Contractor within 14 weeks from the start of the first Contract (or within 8 weeks from the day after the Contractor's last work day on the Contract), the Client must pay a Transfer Fee, the amount of which will be agreed upon between the Business and the Client. If they cannot agree, the fee will be 20% of the first 12 months' Remuneration or, if the Remuneration amount is unknown, the hourly charges multiplied by 200. This fee is non-refundable if the Contract terminates, and VAT is additional.

If the Contractor is introduced to a third party by the Client and this results in the third party engaging the Contractor within six months of the introduction (without the Contractor having been supplied by the Business to the Client), the Client will owe an Introduction Fee. This fee will be 20% of the first 12 months' Remuneration, or, if that amount is unknown, the hourly charges agreed upon in Clause Three, multiplied by 300. No refund applies if the engagement ends later. 9. While the Business makes every effort to satisfy the Client by ensuring contractors meet reasonable standards of skill, integrity, and reliability and to provide them as per contract details, the Business accepts no responsibility for any loss, expense, damage, or delay resulting from the failure to provide a specific Contractor during all or part of a booking period or due to the Contractor's negligence, dishonesty, misconduct, or lack of skill.

10. The Client agrees to adequately supervise the Contractor(s) to ensure satisfaction with reasonable standards of workmanship. If the Contractor's services are unsatisfactory, the Business may reduce or cancel the fee for the time worked by that Contractor, provided the Contractor leaves the contract immediately and written notification, which must be confirmed within five days, is received:
- a) Within four hours of the contractor starting duties for contracts longer than seven hours.
  - b) Within two hours for contracts of seven hours or less.
11. a) **Contractors** engaged by the **Business** under contracts for services are deemed to be under the direction and control of the **Client** from the time the contractor reports to take up duties and for the duration of the contract, and the **Client** agrees to be responsible for all acts, errors and omissions be they willful neglect or otherwise as though the contractor were on the payroll of the **Client** and the **Client** will in all respects comply with all statutes, by-laws, codes of practice and the legal requirements to which the **Client** is ordinarily subjects in relation to the **Client's** own staff, including in particular the provision of adequate Employers' and Public Liability Insurance cover for the Contractor during all contracts.

b) The **Client** shall indemnify and keep indemnified the **Business** against any costs, claims and liabilities incurred by the **Business** arising out of the contract.

12. If an engagement takes place under clause 6 of the introduction, the fee shall be discounted as follows:

No. of weeks	discounted fee %
1 - 12	0
13 - 25	10
26 - 39	20
40 - 52	30
53 plus	45

13. If CHEF.EASE LTD needs to appoint a third party to collect unpaid invoices from your company, a 15% surcharge will be added to the total owed, plus any court fees and additional costs incurred by CHEF.EASE LTD. The company will make reasonable efforts to recover the outstanding payments and will inform your company before engaging a third party.
14. These terms cannot be changed in any way without the written approval of the Business Principal.
15. If accommodation is arranged during the contract, it must be provided free of charge in a single occupancy room. If the Contractor does not need accommodation, they will charge the Client for travel time, up to a maximum of one hour each way.
16. The client authorises CHEF.EASE LTD to feature the client's Company Logo on their website [www.chef-ease.co.uk](http://www.chef-ease.co.uk) to showcase current and past clients. CHEF.EASE LTD will solely use the logo for this purpose and nothing else. If the client chooses not to grant permission, an email confirmation from the client will be required. The client can revoke this permission at any time.

**I HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS OF BUSINESS.**

**Name:**

**Position:**

**On behalf of (company name):**

**Date**

