



SUB-CONTRACTOR TERMS AND CONDITIONS

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1. STATUS OF THIS AGREEMENT

This Agreement governs your engagement as an independent contractor by CHEF.EASE LTD on an ad hoc basis. It is expressly acknowledged that this Agreement does not constitute an employment contract and does not confer upon you any employment rights, except those to which workers are statutorily entitled. Nothing in this Agreement shall create any obligation for you to accept work from CHEF.EASE LTD, nor for CHEF.EASE LTD to offer or provide work to you. There is no mutuality of obligation between the parties. This arrangement is strictly a business-to-business relationship.

2. COMPANY'S DISCRETION AS TO WORK OFFERED

It is entirely at CHEF.EASE LTD's discretion whether to offer you work, and it is under no obligation to provide work to you at any time.

CHEF.EASE LTD reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

3. NO PRESUMPTION OF CONTINUITY

Each offer of work by CHEF.EASE LTD, which you accept, shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment, but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that CHEF.EASE LTD has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

At no point shall you be considered an employee of CHEF.EASE LTD. You are not entitled to any employment rights, including but not limited to holiday pay or sick pay.

4. ARRANGEMENTS FOR WORK

If CHEF.EASE LTD wishes to offer you work, they will send you details of the booking, including the dates and hours of work, a brief outline of duties, fees, and any expenses, via email or WhatsApp. You are under no obligation to accept any work offered by CHEF.EASE LTD at any time. However, if you accept an assignment, you must inform CHEF.EASE LTD immediately if you will be unable to complete it for any reason.

On immediate receipt of our Details of Booking confirmation via email, you will confirm eligibility with CHEF.EASE LTD, that you have read and fully understood the contents.

If you have any issues with the content of the above, these will be taken up immediately or definitely prior to the commencement of the assignment.

CHEF.EASE LTD reserves the right to terminate any assignment at its sole discretion for operational reasons at any time. The contractor shall be remunerated for all work completed up to the point of such termination. While CHEF.EASE LTD will endeavour to provide notice to the contractor in the event of assignment termination, this cannot be guaranteed.

Contractors are advised not to leave any personal belongings at the assignment location when they are not present, including on days off or during absences.

5. WORK ELIGIBILITY

Before offering you an assignment, CHEF.EASE LTD will require certain documents from you to satisfy that you are legally entitled to work in the UK.

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify CHEF.EASE LTD immediately if you cease to be so entitled at any time.

6. PLACE OF WORK

CHEF.EASE LTD may offer you work at various locations. You will be informed of the relevant place of work for each assignment in the offer of work email.

7. HOURS OF WORK

Your hours of work shall be determined by the client's operational requirements. Details of the required hours for each assignment will be provided in the offer of work email and the confirmed booking details email. It is your sole responsibility to liaise directly with the client regarding any weekly rota or scheduling matters whilst on assignment. CHEF.EASE LTD will not communicate with the client regarding your rota except to ensure contractual terms are being adhered to.

8. PAY

You shall be paid only for the hours actually worked, as evidenced by the submission of a completed timesheet through the GPS timesheet application, ConnectTeam. The contractor must register with the application and record sign-in and sign-out times at the designated assignment location, with GPS verification as required. CHEF.EASE LTD will make all statutory deductions from your remuneration as required by law and reserves the right to deduct from your pay or any sums owed to you any amounts due to CHEF.EASE LTD at any time.

All bookings undertaken will be paid on receipt of an invoice stating clearly the hours worked, your agreed hourly rate, and the total balance, payable within 7 working days to an account of your choosing, as stated on the invoice you provide.

CHEF.EASE LTD accepts no responsibility for incorrect payment details provided by the contractor and shall not reimburse any amounts paid to the wrong account as a result of erroneous information supplied by the contractor.

If any client you have worked for goes into liquidation before payment is made to CHEF.EASE LTD, then CHEF.EASE LTD is not liable for any monies owed.

In the event of cancellation by our client, CHEF.EASE LTD will be under no financial liability to reimburse any expenses that may have been incurred up to the point of cancellation.

If the client asks you to leave the assignment due to unsatisfactory performance or behaviour, any payment will be at the agency's discretion after discussion with the client.

9. SICKNESS

If you or the client decides you need to leave the assignment due to illness, any payment will be at the discretion of CHEF.EASE LTD after discussion with the client.

You will not be entitled to receive any pay in respect of any period of sickness or injury during an assignment.

10. DATA PROTECTION

You consent to us holding and processing, both electronically and manually, the data we collect about you in the course of your working relationship with us for the purposes of administration, confidential information, our staff and our business, and for compliance with applicable laws, procedures and regulations. You further consent to the use, sharing, and transfer of your personal data between companies owned or controlled by the director of CHEF.EASE LTD for legitimate inter-company business purposes, including administration, compliance, and operational needs. Any such sharing will be done in accordance with applicable data protection laws. If you do not wish your data to be shared with any company other than CHEF.EASE LTD, you must email support@chef-ease.co.uk to request exemption from such data sharing.

11. COMPANY RULES AND PROCEDURES

During each assignment, you are required at all times to comply with the relevant Company rules, policies and procedures in force from time to time.

Under no circumstances should you initiate contracts, negotiate fees or undertake further work of any nature directly with any of CHEF.EASE LTD's clients.

12. CONFIDENTIAL INFORMATION

You shall not use or disclose to any person, either during or at any time after your engagement by CHEF.EASE LTD, any confidential information about the business or affairs of CHEF.EASE LTD or any of its business contacts, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of CHEF.EASE LTD or any of its business contacts.

The restriction in this clause does not apply to:

- (a) Prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- (b) Use or disclosure that has been authorised by CHEF.EASE LTD or is required by law or in the course of your duties.

13. COMPANY PROPERTY

All documents, manuals, hardware and software provided for your use by CHEF.EASE LTD, and any data or documents (including copies) produced, maintained or stored on CHEF.EASE LTD computer systems or other electronic equipment (including mobile phones) remain the property of CHEF.EASE LTD.

Any Company property, i.e., uniforms or scarves, in your possession obtained by you in the course of your work for CHEF.EASE LTD shall be returned to CHEF.EASE LTD at any time on request and in any event at the end of each assignment.

14. TERMINATION

If you no longer wish to be considered for casual work by CHEF.EASE LTD, you should inform the agency as soon as possible.

CHEF.EASE LTD may remove your name from its staff bank for any unprofessional conduct or if you cancel an assignment on three consecutive occasions for reasons other than your own genuine illness or serious family illness or bereavement. In the latter instances, CHEF.EASE LTD will assess the situation after a verbal conversation between both parties.

CHEF.EASE LTD may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol, or any other acts or omissions which might bring CHEF.EASE LTD into disrepute.

15. CHANGING TERMS AND CONDITIONS

CHEF.EASE LTD may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers, CHEF.EASE LTD may terminate this contract with immediate effect by giving notice in writing to you and you may, at CHEF.EASE LTD's absolute discretion, be offered a new contract for casual work.

16. GOVERNING LAW

This contract will be governed by English law.