



Terms and Conditions of Business

Permanent and Temporary

A) Permanent Engagement

These are the terms on which Chefcentre.com Ltd ("The Agency"), of Suite 89, 15 Ingestre Place W1F 0JH provides services to the employer client ("The Client"). In these terms the expression "engage" includes engagement.

The client is treated as accepting these terms when he accepts and provides email confirmation of business engagement for a role specification, followed by an interview with an applicant who is introduced directly or indirectly by the agency, or engages an employee as a consequence of, or resulting from, application to the agency, even though the introduction is made indirectly.

The agency's fee is six percent of the gross commencing annual salary for the UK and Channel Isles, ten percent for overseas.

The client shall become liable to pay the agency a fee as soon as it agrees to engage an applicant introduced by the agency and such liability shall arise upon engagement even though the agency does no more than supply the applicant's name to the client.

As soon as the client agrees to engage the applicant it shall notify the agency of that fact and of the gross annual pay including all taxable emoluments.

The client shall pay the agency's fee within thirty days of engagement.

Introductions are confidential. If the disclosure of information about an introduction from the agency results in engagement by a third party within six months of the introduction, the client shall be liable to pay the full agency fee, and shall pay such fee immediately upon invoice.

If the applicant's employment terminates within eight weeks of engagement, the client shall be entitled to a refund on the following scale, but no refunds will be allowed unless the client notifies the agency in writing within seven days of the termination of the employment.

1 to 14 days	full refund
15 to 28 days	75% refund
29 to 42 days	50% refund
43 to 56 days	25% refund

If the agency's fees remain wholly or partly unpaid within sixty days the client will pay thereafter interest on the amount outstanding at the rate of three percent per annum over the basic lending rate of NatWest Bank plc from time to time in force. Such interest shall accrue from day to day.

Whilst the agency endeavours to select suitable applicants, the client is responsible for obtaining and checking references relating to the applicant and for satisfying itself as to the applicant's suitability. The agency shall not in any circumstances be liable for any loss or damage or expense incurred of any kind arising or connected with:

- (a) Inaccurate information about the applicant supplied to the client;
- (b) Any act or omission of the applicant;
- (c) Any unsuitability of the applicant or any want of skill by the applicant;

Howsoever such loss, damage or expense may arise and even if it arises from negligence on the part of the agency.



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Charges quoted here are subject to VAT at the current rate of 20%.

B) Terms and Conditions of Business – Hire of Temporary Staff

These are the terms on which Chefcentre.com Ltd (“The Agency”) provides staff (“The Operator”) to the employer client (“The Client”). The client is treated as accepting these terms when he requests the agency to provide an operator.

For an operator paid (ie: employed) by the client the fee starts from £10.00 per day and is an introduction to the client who becomes liable for any fees resulting from the subsequent engagement of the operator in any capacity whatsoever. The client is responsible for all payments to the operator including PAYE (“Pay As You Earn”) and graduated contributions. **An operator booking by the client may be cancelled without fee with more than 48 hours notice; providing less than 48 hours notice of cancellation will incur a tiered fee; 48hrs to 24hrs notice 2 hour time charge + agency day fee, and less than 24 hours notices a 4 hour time charge + agency day fee.**

For operator services provided and charged wholly to the client the operators remain employees of the agency who will be responsible for deducting all statutory payments from their salary.

The charges payable in respect of the use of an operator shall be calculated on an hourly basis unless otherwise agreed in writing. At the end of each week in which the operator has provided the services, the client shall provide the agency with a signed timesheet showing how many hours the operator has worked and thereby being conclusive evidence of this. The client will be charged in accordance with the agency’s scale of charges as set out on the attached schedule.

In the case of contracts for services of an unspecified period the agency’s charges may be changed by the agency upon the agency giving the client one month’s written notice.

The agency will invoice the client weekly for his charges. Invoices will be based upon figures for the previous week as set out on the timesheet. The client shall pay the agency’s charges forthwith upon receipt of invoice without deduction of any kind. Payment of all invoices shall be made to Chefcentre.com Ltd, Suite-89, 15 Ingestre Place, London W1F 0JH.

If payment of the agency’s charges remains wholly or partly unpaid for thirty days from the date of the invoice the client shall pay thereafter interest on the outstanding amount as outlined in our terms and conditions of business.

If the client engages the operator (whether under a contract of employment or under a contract for the provision of services) at any time between when the client first receives the operator’s services and six months from the date of the last invoice from the agency to the client in respect of the operator’s services, or if within such period the client introduces the operator to a third party who engages the operator (whether under a contract of employment or under a contract for the provision of services) the client shall immediately upon such engagement notify the agency of that fact and of the gross annual fee which the operator has agreed to accept.

Upon the engagement of the operator, the client shall become liable to pay the agency a fee calculated in accordance with the agency’s charges as set out in our terms and conditions of business (without any subsequent abatement in any circumstances).

The client shall pay the agency the above fee within thirty days of invoice. If payment of the agency’s fee remains wholly or partly overdue after thirty days from the date of invoice, the client will thereafter pay interest as per our terms.

The signing of the operator’s timesheet by the client shall be conclusive evidence of their satisfactory service that week. If the operator for any reason proves to be unsatisfactory, the client must immediately inform the agency by telephone. No charge will be made provided the client notifies the agency in accordance with the following timetable and ceases to use the operator immediately:

- 1 For operators engaged for one day or less – within 2 hours of the operator reporting for duty
- 2 In all other cases – within the first working day of the operator reporting for duty



If after the completion of the first day's duty the operator proves to be unsatisfactory or unsuitable, the client must inform the agency immediately by telephone. In these circumstances the agency may, at its discretion, reduce some or all charges. In all cases of dissatisfaction or unsuitability the agency will endeavour to provide a replacement as soon as possible.

Operators are under the client's direction and control whilst they are providing services. The client shall affect insurance to cover all risks to, and activities of, the operator provided by the agency as if the operator were the client's employee.

In no circumstances will the agency be liable to the client for any loss, damage or delay of any kind whatsoever caused to the client or a third party by any act, default or omission of the operator (whether dishonest, negligent or otherwise) except in so far as the agency may incur a liability which by law cannot be excluded.



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