



# TERMS & CONDITIONS FOR THE REGISTRATION OF TEMPORARY STAFF

## 1. Definitions

1.1 In these terms and conditions, the following definitions apply:

“Applicant” means the person introduced by the Agency to the Client.

“Client” means the person, firm or corporate body (with any associated body, subsidiary or main company, as described in the Companies Act 1985) to which the Applicant is introduced.

“Agency” means Empty Plates Catering Services, Cheshire.

“Engagement” means the employment or use of the Applicant by the Client or any third party on a temporary or permanent basis.

“Introduction” means the passing of information to the Client which identifies the Applicant and which leads to an engagement of the Applicant by the Client.

“Remuneration” includes base salary or fees, guaranteed / anticipated bonus and commission earnings, allowances, inducement payments and all other emoluments payable to or receivable by the Applicant.

1.2 Unless otherwise stated, references to the singular include the plural and references to the masculine include the feminine.

## 2. Contract

2.1 These Terms constitute the contract between the Agency and the Applicant, and their placement with a Client shall be deemed acceptance of these Terms.

### 2.2 The Applicant:

2.2.1 Will prove within a period of three months from registering with the Agency that they have become registered self-employed and are responsible for the deduction of all or any statutory contributions in respect of earnings related pay, including Income Tax and National Insurance Contributions.

2.2.2 If the Applicant has not been paying any contributions and the Inland Revenue approaches the Agency, the Agency can back-date any unpaid contributions to the Applicant and take out from any money owed to the Applicant, as a form of security of payment to the Inland Revenue.

2.2.3 Has the right to substitute themselves with a body of equal calibre who has been vetted by the Agency.

2.2.4 Agrees not to contact any Client they have worked with through their employment with Empty Plates Catering Services, for a period of 12 (twelve) months after leaving Empty Plates Catering Services, whether on a freelance basis, as a company, or as a partnership they are part of.

2.2.5 Will invoice the Client direct at the agreed rate of the contract for the work they have completed. The Applicant will charge double for work realised on Bank Holidays, unless a different written agreement has been reached between the Agency and the Client.

### 2.3 The Client:

2.3.1 Agrees to notify the Agency immediately of any offer of engagement which it makes to the Applicant. Should there be an agreement for a permanent or temporary recruitment, the Agency will invoice the Client separately. VAT will be charged where applicable

2.3.2 Should the Client withdraw their offer of permanent recruitment or terminate the contract of permanent recruitment, but subsequently re-engage the Applicant within a period of 12 (twelve) calendar months of the termination, the Agency will invoice the Client for a full recruitment fee, in accordance with clause 2.3.1 of these Terms.

