

# 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.

- 2.3.3 Agrees to pay the Applicant within 30 days of the date of the invoice. If after 30 days no payment has been received, the Applicant may contact the Agency to access these Terms for legal back-up.
- 2.3.4 Agrees to sign the temporary Applicant's timesheet on a daily / weekly basis, in order to verify the hours of work. Expenses such as overtime, bank holidays, transport, accommodation or others, will be itemised on the Agency's invoice where applicable. The Agency's working week is Monday to Sunday.
- 2.3.5 Will pay for the Applicant's travel expenses on a one-way basis, in order to ensure the Applicant arrives, if travelling from outside the country of his residence (between England, Wales and Scotland only). The Client will agree with the Applicant whether this charge should be on an hourly or mileage basis.

#### 2.4 The Agency:

2.4.1 Assumes no responsibility for the deduction of all or any statutory contributions in respect of earnings related pay, including Income Tax and National Insurance Contributions. The deductions of these statutory contributions remain the responsibility of the Applicant where they are employed on a temporary basis, or with the Client where they have engaged an Applicant on a permanent or temporary basis.

#### 3. Liability

- 3.1. All Applicants provided by the Agency are deemed to be under the responsibility of the Client for the duration of the assignment. The Client agrees to be responsible for all errors and omissions, whether willful, negligent or otherwise. The Client is responsible for the provision of Public Liability Insurance for all Applicants.
- 3.2. The Agency shall use its reasonable endeavours to ensure that Applicants retain reasonable standards of skills, integrity and reliability. The Agency will accept no liability for any loss, expense, damage or delay arising from any particular Applicant, for all or part of the period of the booking, or from the negligence, dishonesty, misconduct or lack of skill of the Applicant.
- 3.3. The Client will give a minimum of 24 hours notice in the case they need to cancel a booking. Notice will be given in writing to either the Agency or the Applicant. Should insufficient notice be received, the Client will be invoiced for a half-day work (4 hours) per Applicant at the agreed hourly rate.
- 3.4. Should the Applicant fail to complete the task given by the Client for the day, they waiver their right to any money owed to them for that day, and the Client will not be charged for that day.
- 3.5. The Applicant will not divulge at any time, during or after their employment, any operating, personnel or strategic procedures of the Client or company with which they are employed whilst contracting through Empty Plates Catering Services.
- 3.6. Any booking made by a Client is with the full endorsement of the Terms & Conditions above. The Terms and Conditions come into effect as soon as the Applicant has arrived on site, unless the Client wishes to cancel, when point 3.3. of these Terms & Conditions will come into effect.
- 3.7. No variation can be made to these Terms & Conditions without the written consent of a Director of the Agency.

Print Name	Position	Signature	// Date
Signed for and on be	half of Empty Plates Cateri	ng Services	
Print Name	Signature	Date	_
Signed by the Applica	Ū.	Date	

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