Chefsxpress Ltd

Hague House,2 Sewardstone Road,
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Essex, EN9 1NA
Company No. 7945494
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**Chefsxpress Ltd. Terms of engagement for Temporary Workers**

**1. Definitions**

1.1 In these conditions, the following expressions shall be given these meanings;

1.1.1 '**Assignment' –** the period during which a Worker performs services, or carries out work for and on behalf of the Client, commencing at the time the worker first reports to the Client to take up and ending upon the cessation by the Worker of all such work and services.

1.1.2 'the **Company**' – Chefsxpress Ltd – an Employment Business

1.1.3 'the **Client**' – any person, firm, company or organisation placing an order with the Company for the supply of a Worker.

1.1.4 'the **Worker' –** any person who is supplied by the Company to the Client with a view to carrying out work for and on behalf of the Client, employed on a self employed status.

1.2 In these conditions, words importing the singular shall include the plural and vice versa, and reference to the masculine shall infer the feminine.

1.3 Work Offered to the temporary Worker are assignments in the Catering Industry ranging from: Chef Manager, Head Chef, Sous Chef, Chef de Partie, Pastry Chefs, Cooks and Catering Assistants.

**2 Contract for services**

**2.1** These terms of Engagement constitutes a contract for services between the Company and the Worker, and governs the basis upon which the Worker supplies his services to the Company, and in turn, to the Client.

**2.2** For avoidance of doubt, these Terms of Engagement do not constitute a contract of employment between the Company and the Worker.

**3 Engagement of the Worker**

**3.1** The company agrees to engage the Worker for his services for the purposes of Assignment, and the Worker agrees to provide his services, being his skills and abilities, to the Client, on behalf of the Company.

**3.2** Both the Client and the Worker acknowledge that the Assignment has been arranged by Chefsxpress Ltd.

**3.3** The length of Assignment varies for each Client. The Company in no way guarantees the hours of work to the Worker. Shift lengths will be a minimum of 6 hours in relation to Chefs, Managers and supervisors, and 4 hours for all other categories of staff. If a split-shift has been agreed, the minimum shift will be 4+4 hours.

**4 Obligations of the Company**

**4.1** The Company shall pay the Worker, by the hour, or part thereof, at a rate which shall be no lower than the National Minimum Wage, deducting the necessary

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PAYE Income Tax and National Insurance contributions. In the case of Self Employed Workers, the Company shall pay the amount agreed for the Assignment and settle the invoice presented within the designated payment terms.

**5 Obligations of the Worker**

**5.1** The worker shall at all times during the Assignment:

**5.1.1** Use all relevant and suitable skills required to complete the Assignment to the standards required.

**5.1.2** Co-operate with the Client and the Client's employees in respect to supervision, direction and instruction, with particular attention to Health and Safety at work.

**5.1.3** Conform to the Clients rules and regulations whilst under the jurisdiction of the Client.

**5.1.4** Not engage in any conduct detrimental to them, the Client or the Company.

**6 Timesheets and record of hours work**

**6.1** It is the responsibility of the Worker, at the end of each Assignment, whether it be for a day or a week, to obtain a signed and completed timesheet from the Client, and for the Worker to ensure that said timesheet is submitted to Chefsxpress Ltd offices no later than Midday on Monday, following week the work was completed in. Wages are paid every Friday via the BACS system. Failure to meet this deadline may result in wages for work completed being paid the following week. Chefsxpress Ltd. Accepts no responsibility for timesheets not received, whether by Fax, email, post or in person, which delays settlement of wages. Chefsxpress Ltd. Recommends that all Workers retain a copy of completed timesheets for each Assignment, in case of query, or missing post.

**6.2** Self-employed workers must supply both timesheet and invoice by the stipulated time in order that payment is made to the agreed terms. Failure to supply either piece of this documentation may result in non payment of wages, until such times as the appropriate paperwork is received.

**6.3** The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

**7 Statutory leave – PAYE Workers only**

**7.1** In conjunction with current Working Time Regulations, all PAYE employees are entitled to Holiday Pay. Part time workers entitlement is pro-rata to the work completed.

**7.2** Holiday pay is calculated in accordance with hours work and monies paid. The Worker is entitled to be paid monies accrued after 4 weeks of employment with the Company.

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**7.3** Holiday Pay must be taken within the year it was accrued. The Workers holiday year commences from the date of employment. In conjunction with the Working Time Regulations, the Worker must take time off when paid his holiday pay. In order that relevant cover may be obtained and calculations made, two weeks' notice is required to process holiday pay.

**7.4** None of these conditions appertaining to Statutory Leave affects the Workers status as self-employed.

**7.5** Under the Working Time Regulations 1998, The Temporary Worker is entitled to 5.6 weeks paid leave per year.

**8 Termination**

**8.1** The Client has the right to cancel an Assignment at any time. If the Client fails to cancel an Assignment and the Worker arrives on site for work, the Worker shall be entitled to minimum shift payments as designated in condition 3.3

**8.2** The Temporary Worker may terminate an assignment by contacting Chefsxpress Ltd. As soon as they are unable to fulfil the shift. A minimum of 24 hours notice is required.

**8.3** Failure to maintain the standards of work designated by Chefsxpress Ltd, will result in disciplinary measures being taken, and may result in termination of the Terms of Engagement.

**9 Confidentiality**

**9.1** The Worker shall not disclose to third party Companies the details of Clients and nature of work completed.

**9.2** The Worker Shall not discuss Pay rates whilst working on site, with employees of the Client.

**10 Agreement of the Above Terms by the Worker**

By signing here you hereby agree to all the above terms and understand that breach of such terms may lead to non payment of work completed.

X _____

Workers Name