

## **TERMS AND CONDITIONS**

1) IN THESE TERMS OF BUSINESS THE FOLLOWING DEFINITIONS APPLY:

CLIENT.

Means the person, business or corporate body together with any subsidiary or associated company as defined by the Companies act 1985 to which the applicant is introduced. **AGENCY.**

Means WENEEDACHEF

## **APPLICANT OR CANDIDATE**

Means the person introduced in any way by WENEEDACHEF to the client for either temporary work or permanent.

## **ENGAGEMENT.**

Means the engagement, employment or use of an applicant by the client or any third party on a permanent or temporary basis.

## **INTRODUCTION**

Means the clients proposed interview or a request of an applicant or information of a client.

The issue of a candidates CV or any information which identifies an applicant which the agency has. This includes but is not limited to CV submission, interview, app, or via our website, social media or any third party introduction from ie from a relief chef, a supplier, or other agency. A CV maybe sent from the agency to a client for perusal but will be without contact details, ie email address, telephone number or any other data the agency has collected.

## **REMUNERATION FEE STRUCTURES.**

The fee structure has been calculated on the yearly salary offered and finalised with agreed confirmation from both the applicant and the client, by e mail.  
The Fees and charges for both Temp positions can be downloaded from the website.

## **PLACEMENT FEE**

As agreed by WENEEDACHEF including remuneration as described by the client is the payable fee agreed and presented to the client for the introduction and employment of a candidate at the clients workplace.

## **RELIEF CHEF**

A relief chef is a temporary employment placing of a worker, chef or otherwise at the clients place of business. The chef or other is hired under the clients full business working terms and the workers welfare and is insured to work and paid by the client on a weekly basis on the receipt of a valid invoice from the chef or other worker.

## 2) **CLIENT OBLIGATIONS**

By having any introduction to an applicant for any employment or by agreeing to engage, or make use of such applicant in any position of employment or work the Client, signing these terms for permanent or relief workers is deemed to have read and accepted these terms and conditions. The Client agrees to notify Weneedachef by e mail if an applicant is offered a position of permanent contract of employment, or if the applicant who is working as a temporary worker asks the client for a full time, permanent contract of employment.

The Client is liable to pay the remuneration fee or the daily hire fees if they refer a chef or other worker in the clients place of hire of the chef supplied by Weneedachef or to another place of work including placing a chef or worker in an establishment within the same group of Hotel, Pub or restaurant or any other type of establishment.

### **THE CLIENT AGREES TO THE FOLLOWING:**

- 1) Weneedachef has collected the data from any chef that we supply including the worker eligibility to work in the UK. We have collected their telephone number, e mail address and home address, however the Client shall be responsible for ensuring that the workers identity is correct by means of photographic evidence, passport or driving licence.
- 2) Weneedachef have collected and read all CV's from chefs or workers that we supply. However we are unable to check if the chef or worker has a criminal record. If the client requires this information a DBS may need to be asked for. The client agrees that this will be at their own cost if a cost is incurred, and not the cost to weneedachef.
- 3) The client agrees to responsible for the health and safety of the chef or worker when on the clients premises.
- 4) The client agrees to supply suitable accommodation to the chef or worker with facilities for privacy and cleanliness. Chefs should need a bath or shower in order to be hygienic. Weneedachef asks the chefs to respect the accommodation that the clients provides. This is only for chefs or workers who require accommodation.
- 5) The client agrees that there is no charge to the chef or Weneedachef for the accommodation unless this has been agreed to in advance of the assignment.
- 6) The client agrees to notify Weneedachef by e mail if an offer of employment to a chef or worker to a permanent contract.
- 7) The client agrees to pay fees to Weneedachef within fourteen days of the invoice date, and that further reminders will incur a £25 administration charge if Weneedachef has to send more than one reminder. Further to that, to avoid doubt, the client agrees that any invoice delivered or not shall start and dated on the first day of the chefs or workers work.
- 8) Chefs referring other chefs or workers. If a chef or worker refers another worker to the client, weneedachef should be notified of this before the client engages the worker, as weneedachef will need to make the necessary checks and and steps to ensure that a) The worker is eligible to work legally in the UK and b) The worker has registered with weneedachefs database so that we can ensure that a confirmation of assignment can be sent to the client. c) The client understands that the referred worker would not have been possible without the supply of the worker originally sent and agreed.

### **REMUNERATION PLACEMENT FEES.**

- 1) Permanent placement fees are set out on a downloadable link on the homepage of the website
- 2) No fee shall be incurred by the client until the chef or worker has started work on the clients premises.

Weneedachef will then render an invoice as laid out on the terms of agreement

Any invoice requiring a reminder after the 14 days payment terms could be subject to an administration fee of £25

- 3) Should the chef or worker leave within the 12 months period, the chef then cannot return to the same establishment without prior notification and agreement with weneedachef. The client will be liable for a further fee based on the initial remuneration fee applicable for the period of

engagement following the initial fixed term up to the termination of the second engagement or the first anniversary of its commencement whichever is the sooner.

If the client subsequently engages a chef or worker or re engages the applicant within 12 calendar months from the date of termination of the assignment or withdrawal of any offer a full fee will be calculated in accordance with our terms and conditions and will become payable immediately. Additionally if the client subsequently engages or re engages and only a partial payment is made then re engages the chef or worker within the period of 12 months from the date of any introduction or withdrawal of the offer through a third party a full fee will be calculated and becomes payable immediately.

- 4) On any introduction and subsequent employment of a chef or worker sourced by Weneedachef then supplied to another client by the client other employer or other agencies within a 12 month period which results in a re engagement of the chef or worker, renders a remuneration fee to the full placement fee payable immediately.
- 5) Any chef or worker sourced and supplied by Weneedachef on a temporary or relief basis or a former relief chef supplied and sourced by Weneedachef whether temporary definite or indefinite or introduction of such a temp chef or worker to another employer with a resulting engagement renders the client liable to pay the agreed fees immediately.
- 6) Additionally, If a chef or worker subsequently re engages with the client of their own accord then this should be immediately reported to Weneedachef and the re introduction of the chef incurs the daily fee. The chef or worker has signed an agreement to this effect.
- 7) Any chef or worker who has been sourced and supplied to a client cannot work at the same establishment under a different agency, as the chef or worker has been supplied and sourced by weneedachef. The chef may switch to a different agency if they wish, however they will not be permitted to work in the same establishment where Weneedachef have supplied and sourced the chef or worker.

Weneedachef do not offer reductions on fees and is totally at the discretion of weneedachef.

### **CANDIDATE SUITABILITY OR UNSUITABILITY**

- 1) On occasions the client may find a chef or worker unsuitable, the contract and assignment agreement with the chef or worker can be terminated without notice, and daily fee payments cease from the day of end of agreement. Any form of gross misconduct, or abusive behaviour should be notified to Weneedachef as soon as possible, and Weneedachef will terminate the chef or worker immediately.
- 2) The client agrees to give Weneedachef sole exclusivity to offer a replacement as soon as possible on the same agreement fee at no extra cost to either party.
- 3) Any chef or worker who does not behave to required standards, commit any crimes or damage to a client property, Weneedachef are not responsible for actions beyond our control. Weneedachef are unable to take responsibility for a chefs or workers habits, or chosen lifestyle and weneedachef are not able to obtain this information from applicants.
- 4) The client agrees to indemnify weneedachef of any costs incurred whatsoever including court costs past present or future. This solely on a case by case basis to which weneedachef decision is final.
- 5) In the event that any chef or worker of weneedachef with whom the client has had personal dealings accepts an engagement with the client within 12 months of leaving the agencies assignment or employment, the client shall be liable to pay an introduction fee to weneedachef.

## **REFUNDS**

- 1) Refunds are not available. Weneedachef will ensure however that due consideration to the client for any future appointments is made.
- 2) The only refunds available to the client is stated on the remuneration fee structure and agreement which can be found on the home page of the website, which is downloadable.

## **TERMINATION OF ASSIGNMENT**

- 1) All candidates, chefs or workers either permanent or temporary who wish to terminate the agreement by the client must be confirmed in writing by e mail to weneedachef on the date of such receipt by weneedachef. One weeks notice is required, so that weneedachef has the opportunity to place the chef or worker on another assignment where possible.
- 2) The chef or worker is also required to give one weeks notice, in order to give weneedachef the time to replace the chef. If the chef or worker leaves without notice, and with no explanation, then we request that the client withholds the chefs or workers payment of invoice for an agreed period between the client and weneedachef. Weneedachef accepts no reasons for leaving without notice, unless it is an emergency.
- 3) The client agrees that once a chef or worker has finished the assignment, the chef or worker will not be permitted to return to that same establishment or an establishment in the same group of Hotel, or restaurant, for a period of 12 calendar months from the day the assignment has finished. This includes being contacted by any member of staff who maybe unaware of the agreement between the client and weneedachef. **INTRODUCTIONS.**

1) Introductions of candidates or applicants and information contained in any introduction such as a CV is protected information under the data protection act and law. (information privacy law or data protection laws prohibit the disclosure or misuse of information about private individuals) This information is strictly confidential. Any disclosure by the client to a third party of any details of a chef, worker or applicant introduced by weneedachef which results in any breach of the data protection act will be regarded as a criminal offence. 2) The client agrees to all weneedachef terms and conditions including per manent recruitment, its privacy policy and the hire of a relief chef or worker. You hire a relief chef or worker entirely at the clients own risk and the client assumes all responsibility. The client and the chef or worker take full responsibility for their own actions. **RATE OF PAY.**

- 1) The rate of pay for a freelance relief chef is variable and before a chef takes an assignment, weneedachef and the client will agree to the rate in writing by e mail. The rate a chef requires is based on the level of skills, expectations and responsibility associated with the role. This is based on the information supplied to weneedachef on the application form.
- 2) If a chef or worker has been assigned to work as a chef de partie, the responsibility is less than that of a Head chef and therefore the rate will vary. If the clients requests a chef de partie and then discovers the role is that of a head chef, then the rate may be subject to change.
- 3) The Chef or workers pay structure is by way of an hourly rate and should be paid for every hour or part thereof that the chef works. It is the responsibility of the client to ensure that the chef or worker sticks to the hours rotad, and where possible monitor the start and finish times so that the chef is not charging the client for hours not done. The chefs rate is also based on but not limited to client based information relating to the position filled including, establishment rating, quality of food to be produced, position, responsibilities, location and comparable positions in the market.
- 4) Experience, training and qualifications and any authorisation which the client considers necessary or which the client requires by law or any professional body for the chef or worker to possess in order to work in this position.

## **PROOF OF IDENTITY AND CERTIFICATES**

- 1) Should the client request any proof of identity, food hygiene, and allergen certificates, weneedachef should be informed before the arrival of the chef or worker by the client, however weneedachef collects the chef or workers details on its database, and can assure the client that every chef or worker has agreed that they are eligible to work in the UK.
- 2) Any risks associated with these details, weneedachef takes no responsibility for.

## **CLIENT RESPONSIBILITY FOR HEALTH AND SAFETY**

- 1) When the client instructs weneedachef to supply a temp relief chef or worker you accept and is fully responsible immediately on the receipt of the chef or worker onto your premises, that you undertake and instruct procedures at your own cost as soon as possible with the relief chef or worker that all legal requirements are met, including the following:
  - 1) A full health and safety practices including HACCP, COSH, risk assessments, fire procedures and assembly points.
  - 2) All legal formalities and contract terms are agreed and signed before or on the day that the chef or worker arrives on the premises.
  - 3) All of the clients company policies and or contracts.
  - 4) Agrees with the obligations that the client subsequently engages or re engages the relief chef or worker as in Termination of assignment section No.3
  - 5) The client agrees to supply the chefs or worker with suitable accommodation if the position requires a live in. Namely a bed, and facilities needed in order for the chef or worker to take a shower or bath. Also the provision of a facility to wash dry and iron chefs whites, aprons, trousers etc.
  - 6) To avoid any discrepancies or doubt, the client agrees to pay the chef or worker within 5 days of the invoice raised to the client by the chef or worker. The chef or worker will be required to copy weneedachef into this invoice every week, so that our accounts department can keep and file the invoices, if there becomes a need to refer back to them.
  - 7) Weneedachef are not responsible for and chefs or workers irresponsible actions, behaviour, damage caused or any theft of clients property.

## **RELIEF HIRED CHEF/WORKER PAYMENT TERMS.**

- 1) The client agrees to only hire a relief chef or worker for the specified time period and dates as agreed with weneedachef and to pay the chef directly for all of the work and hours completed in accordance with these agreed terms on a weekly basis and within 5 days of the invoice date. 2) The rate of pay has been agreed in advance of the assignment and the client based on the information supplied on the position of the role, the responsibilities, skill level, type of food quality and type of establishment.
- 3) All of chefs or workers supplied by weneedachef are self employed or deemed as self employed and the client agrees that it is their responsibility to obtain any necessary legal authentication of such information to be correct, and the issue of an appropriate invoice received being correct and in due time.

## **BANK HOLIDAY RATES AND PAYMENTS.**

- 1) Weneedachef chefs and workers require double the agreed rate for working on bank holidays and the client agrees to either:
  - a) Agree to pay the chef for double rate on a bank holiday
  - b) Ask the chef not to work on a bank holiday
  - c) Negotiate with the chef to work the Bank holiday at normal rate.
  - d) Negotiate with the chef to work at 1.5 the normal rate.
- 2) All chefs or workers should have their own terms, but the client is responsible for informing weneedachef if the chef or worker is required to work on bank holidays.

- 3) Weneedachef will charge a higher rates for chefs hire on Bank holidays at 1.5 times the normal rate, which is £30 per day or part thereof
- 4) If there are any liable, or supplied unsatisfactory or law failures, and as such, any moneys and any deductions that may be payable to the chef or worker or client (i.e., discrepancy/payee/tax/ statutory contributions/self employment/earning related insurance/retirement and or pension funds or to conform to all law or legal requirements these will be at the clients and chefs own expense.
- 5) The relief self employed chef or worker is responsible for their payments of tax, national insurance, and liability insurance or any other legal costs incurred in any form. The client is not responsible for paying tax, national insurance or pension contributions , etc., The amount raised on the chef or workers invoice is the amount payable.

### **MILEAGE AND TRAVEL COSTS**

1) The client may be charged the cost of travel from the chef or workers postcode to the clients postcode, if driving, it would amount to 45p per mile. If by other means of transport then the chef or worker is required to supply a valid receipt to the client, and will add this to their first invoice. The client is not required to pay return journey costs of travel, unless it involves an agreement in advance to this effect between the client and the chef or worker. The client will be required to confirm this in writing in advance of the assignment.

### **WENEEDACHEF FEES AND CHARGES.**

1) The client agrees to pay weneedachef £25 per chef or worker per day (or part day), starting from the first day of the assignment. Example: If a chef or worker works for 5 days in a week then the fee will be £125. Seven days will be £175. If a chef or worker works 5.5 days the fee will be for 6 days worked amounting to £150. Bank holiday fees are £37.50 per day or part thereof. These fees are in addition to the payments made to the chef or worker and are invoiced separately.

2) Weneedachef invoices the client separately from the chef or worker, usually on a Monday on a weekly basis, to the e mail address supplied to weneedachef on the client application form submitted.

3) All daily hire charges are to be paid 14 days after the date of the delivered invoice. Overdue invoices are liable to an administration fee of £25.

4) The client agrees that if payments fail to be made by the 28th day, interest will be added to the sum of £40.

5) Weneedachef fees charges for either temporary, long or short term assignments or permanent placements are not subject to any discounts unless agreed between weneedachef and the client in writing.

6) There are no refunds or rebates of the charges made for any reason whatsoever, unless this has been agreed in writing.

7) Weneedachef will agree with the client and the chef or worker the rate which the chef or worker will be requiring. Any disputes of payment will not involve weneedachef. It is the responsibility of the chef or worker and the client to resolve any payment issues. **TIPS, TAX,**

### **NATIONAL INSURANCE, PENSION, HOLIDAY ENTITLEMENT.**

1) Weneedachef supplies self employed freelance chef and workers. They are all responsible for their own tax, national insurance contributions and expenses.

2) Weneedachef has no expectations that a chef or worker is entitled to any inclusion in tips or tronc. This is the discretion of the client.

3) There is no cumulative holiday entitlement for a self employed freelance chef or worker from the client.

### **APPLICANT/CHEF WORKER SUITABILITY**

- 1) The client agrees to supervise the chef or worker sufficiently to ensure its satisfaction with the quality of workmanship, skills and standards.
- 2) Weneedachef endeavours to ensure that the chef or worker has the suitability introduced to the client, by obtaining confirmation of the applicants identity, and that the applicant has the relative qualifications, experience and training. All of our chefs have been interviewed, and CVs have been read and examined. Weneedachef ensures that any chef or worker has registered their information and no chef will be released until we have obtained the information required by law.
- 3) The client agrees that weneedachef does not obtain references for temporary chefs or workers, as this is very time consuming, however weneedachef are able to do this at a charge of £25 per worker.
- 4) The client agrees that it is the responsibility of the client to ensure that the applicants identity is correct.
- 5) Weneedachef is unable to ask the chef or worker about any convictions or criminal record, however in some cases the chef or worker may be asked to supply weneedachef and the client with an up to date DBS.

### **TERMINATIONS AND CANCELLATIONS**

- 1) The client may terminate an assignment at any time during the agreed length of the assignment, for reasons of gross misconduct, poor behaviour, abuse or any other reason the client does not regard as within their policy in their workplace. The chef or worker can be asked to leave at any point during an assignment. If the client requests for weneedachef to remove the chef from the assignment they are able to do so.
- 2) The client agrees that if a chef or worker is terminated from the assignment for any reason, weneedachef are given the opportunity to replace the chef or worker.
- 3) The client agrees that weneedachef have the right to remove a chef from an assignment for any reason and replace the chef or worker with an alternative chef or worker. Weneedachef have the right to remove a chef from an assignment for failure to pay our fees.
- 4) The client agrees to weneedachef cancellation policy as follows:

If a client has booked and confirmed a chef or workers start date then this is deemed as an agreed assignment for the chef or worker, who we may have removed from another assignment.

- b) There are costs associated with this arrangement, so there are cancellation fees in place. The client agrees that the cancellation has been put in writing by e mail, not by social media messages or by telephone call, or a voicemail
- b) Within three days of the start date, if the assignment is cancelled, there will be a cancellation fee of £60.
- c) Within two days of the start date, if the assignment is cancelled, there will be a cancellation fee of £80.
- d) Within 24 hrs of the start time and date, if the assignment is cancelled, there will be a cancellation fee of £100.

e) If a chef or worker arrives at the clients establishment on the date and time of the agreed assignment and is then turned away due to a lack of communication between staff members then a charge of £100 will also be made.

### **CHEF OR WORKERS FAILURE TO ARRIVE ON ASSIGNMENT.**

1) In the event that a chef or worker fails to arrive to an assignment on time or date as agreed, weneedachef should immediately be informed so that we can determine the reason for the non arrival. Weneedachef cannot be responsible for the non arrival of a chef or worker as this is beyond our control. If the chef or worker has a valid reason, then weneedachef will inform the client as soon as possible. If the chef or worker has no valid reason, and does not explain, then the chef or worker is suspended from any further assignments. Weneedachef are not responsible for any costs incurred by the client should the chef or worker fail to arrive.

2) The chefs or workers have an agreement to sign under the chefs application form and they have read those terms. This can be found on the home page of the website.

### **DEALING WITH CHEF OR WORKER**

The client agrees to deal fairly and professionally with candidates and applications you may contact using the services of weneedachef and any information supplied from the candidate and the client will not do anything which may bring weneedachef or the candidate into any disrepute law or data protection. The client agrees to indemnify weneedachef from and against any claim brought by an individual against weneedachef arising from you breach of this obligation or any other of these terms and conditions.

### **FORCE MAJEURE**

Weneedachef reserves the right to cancel vary or suspend the operation of the contract of sale if actions which are in the nature of "force majeure" including without limitation: floods, fire, storm, breakdowns strikes, lockouts, riots, hostilities, non availability of clients or supplies or any other event outside of our control and we shall not be held liable for any breach of contract resulting from such an event and will not hold weneedachef harmless against any losses in connection therewith.

### **LIABILITY**

1) Weneedachef shall not be liable under any circumstances for any loss, expense, damage delay costs or compensation, whether direct indirect or consequential, which may be suffered or incurred by an applicant, chef or worker connected with weneedachef.

For the avoidance of doubt weneedachef does not exclude liability for death or personal injury arising from its own negligence. Weneedachef therefore excludes any such liability whether in contract or otherwise.

2) The client gives consent to weneedachef that they are hereby excluded in all representations warranties and conditions relating to any liability and your use to maximum extent permitted by law. We do not seek to exclude or limit liability for fraudulent misrepresentation death or personal injury caused by negligence.

3) A relief chef or worker is recruited by weneedachef and they are deemed to be under the supervisions, direction and control of the client from the time the chef or worker report to the client for duties and for the duration of the assignment. The client agrees to be responsible for all acts, errors or omissions of the chef or worker whether wilful or negligent.

4) Including in particular the provision of adequate employers liability and public liability insurance cover for the chef or worker whilst on assignment on your premises. The client should also advise weneedachef of any special health and safety matters which weneedachef is required to be informed.



- 5) Weneedachef gives no assurance that any product or e mail or attachments downloaded by the client is supplied virus free.
- 6) The client agrees to indemnify the company or weneedachef and any of its directors officers employees or agents harmless from and against all and any expenses losses liabilities,damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of or conduct of weneedachef and breach of these terms and conditions.

## **INTRODUCTION TO TEMP OR PERMANENT STANDARD TERMS**

- 1) Unless the context requires otherwise references to the singular include the plural.
- 2) The client is deemed to accept these terms with weneedachef by the client by virtue but not limited to:

Signing this document

Any acknowledgement by weneedachef via e mail telephone call or any other digital media method, by reading our terms and conditions and contact details facilitated on our website.

3) The client agrees to the following:

- a) To notify weneedachef immediately of any offer of engagement or to employ a chef or worker who has been sourced and supplied to you by weneedachef
- b) To notify weneedachef immediately that an offer of engagement has been made and accepted by the chef or worker sourced and supplied to you by weneedachef. A permanent placement remuneration fee will be calculated and the client agree to inform weneedachef of the salary offered so that a calculation can be made.
- c) The client agrees that at the end of an assignment for a chef or worker, the client notifies and confirms to weneedachef that the chef will not be re engaged by the client for a period of 12 calendar months from the day that the chef or worker has finished the assignment. The client is unable to accept an offer or re engagement from the chef or worker for a period of 12 calendar months also. If a chef or worker contacts a client directly and attempts to bypass weneedachef after the assignment has finished, weneedachef should be notified immediately. The client will be charged a daily fee or a remuneration fee should weneedachef agency discover that a chef or worker has been re engaged without prior notification.
- d) Additionally the client agrees that the chef or worker cannot return to the same establishment or any establishment in the same group of hotels or restaurants or any other form of multiple outlets. The client agrees that the chef or worker is not permitted to return even if the re engagement takes place arranged by an employer or another agency or an employee. The client could be charged a full remuneration fee due immediately.
- e) Additionally the engagement or use by a client of any relief temporary worker or former relief worker over the past 12 calendar months period sourced or supplied by weneedachef whether temporary definite or indefinite or introduction of such a temp worker to another employer with resulting engagement renders the client payable to the full placement fee immediately.
- f) Where the remuneration is unknown weneedachef will charge a fee calculated in accordance with our terms an estimate will be made which is comparable to similar positions in the market. The client agrees that they supply weneedachef with this information, so that a correct fee is calculated.  
Reductions on fees are totally at the discretion of weneedachef and can only be confirmed by written consent.

## **SPECIAL SITUATIONS**

Where the chef or worker is required by law or any professional body to have any qualifications or authorisations to work in the position which the client seeks to fill or if the work involves caring for attending one or more persons under the age of eighteen or any person who by reason of age infirmity or who is otherwise in need of care or attention, weneedachef will take reasonable practicable steps to obtain and offer to provide copies of any relevant qualifications of the chef or worker.

Two references from persons not related to the chef or worker who have agreed that the references they provide may be disclosed to the client and has taken all reasonable steps to confirm that the applicant is suitable for the position.

It is the overall responsibility of the client to request this information, in order to guarantee itself that the information is obtained and correct.

## **LAW**

These terms and conditions of business are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales

Clients acceptance of terms and conditions of business.

I have read these and those on the weneedachef website and understood and agree to abide by weneedachef terms and conditions of business. No changes can be made to the terms and conditions unless agreed in writing by weneedachef prior to the acceptance of such registration.

END