

catering services international

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time sheet

IOP + GRE	EN COPY - C.S.I BRANCH	PINK COPY - CLIENT				
Establish	nment		Flexi-Worker	Flexi-Worker Job Title Branch		
Telephor	ne		Job Title			
Contact			Branch			
	Date	Hours	Hours	Total	Comment	
Mon	I					
Tue	I	-	A			
Wed	I					
Thu	I	18 (1)				
Fri	I					
Sat	I					
Sun	I					
	Total Hours					
			nditions. It is understood the reby certify the above men			
Client Signature			<u>Name</u>			
Position			Date	Date		

The cost-effective solution for all your temporary and permanent personnel requirements!

BATH | BRIGHTON | BRISTOL | CARDIFF | CHELTENHAM | COVENTRY | OXFORD | READING | SOUTHAMPTON | SWINDON www.cateringinternational.co.uk

TERMS AND CONDITIONS

A. Employment Agency:

- The purpose of finding Workers employment with Employers for employment by them.
- These Terms and Conditions of business are between Catering Services International (hereinafter referred to as C.S.I) and / or any subsidiaries or associates and the hirer hiring the Worker (hereinafter referred to as the CLIENT)
- The placing of a vacancy with C.S.I by the Client shall be deemed Acceptance of our Terms & Conditions.
- 3. Fees are based on an agreed percentage of the Candidate's gross annual package. The fees payable to C.S.I by the Client for the introduction of the Candidate includes salary, payments and other taxable emoluments payable to or receivable by the Candidate. In the event that a candidate engaged on a Short-term placement (the engagement of a Candidate by the Client for a fixed term placement period of six months or less) is employed beyond the agreed period or part thereof a duplicate fee shall fall due and so on and so forth to a maximum twelve month period.
- 4. If a Candidate's engagement with the Client is terminated by either party within 10 weeks of the date of commencement (including notice period) the Client will be entitled to a refund of the introduction fee as follows:

PERIOD OF EMPLOYMENT REBATE

Up to 2 weeks 100% (Less £500 Admin Fee)

2 - 4 weeks 50 %
4 - 10 weeks 25 %
10 weeks and over NIL
Provided that:

- 4.1 the fees payable by the Client pursuant to clause 3 has been duly paid within 14 days of the date of invoice.
- 4.2 the Client has notified C.S.I in writing within 7 days of the date of cessation of the engagement.
- 4.3 termination of the engagement is lawful and not by way of redundancy, pregnancy, injury or ill health.
- 5. C.S.I reserves the right to charge the Client interest and statutory compensation in respect of the late payment of any monies due under this agreement (both before and after any judgment). Interest shall be charged at a rate of 12 percent per annum from the due date for payment until cleared payment is received in full.
- 6. C.S.I makes every effort to ensure each Worker is suited to the Client's requirement. However, the Client should satisfy itself as to the Workers qualifications, capability, integrity and suitability. The Client is also strongly advised to take up references before engaging a Worker. C.S.I accepts no responsibility in respect of Work Permits, Medical Examinations or such matters.
- Upon acceptance of a Worker the Client becomes entirely responsible for his Employee and will treat him as any other Employee on the payroll.
- 8. Our introduction is made to the Client on terms of strict confidence. In the event of a Client, a member of its staff or any person associated with the Client passing on the introduction or the Worker to any other person, firm or corporation who within three months of our introduction engages the Worker so introduced then we must be notified forthwith in writing and our full Fee will be payable by the Client as in the case of permanent staff engaged directly by the Client.
- 9. Should a Candidate be unsuccessful the Client agrees not to engage the Worker (in any capacity) within a six-month period of introduction. Our full fee will be payable by the Client should these Terms and Conditions not be adhered to. Furthermore rights to trial periods, guarantees and refunds will be waived.
- No variations whatsoever can be made to these Terms without the written consent of a director of Catering Services International.

B. Employment Business:

The temporary supply of a Worker to act for and to be under the control of a Client in any capacity.

- These Terms & Conditions are deemed to be accepted by the Client upon the engagement of a proposed Worker.
- 2. The Client agrees to pay agreed charges for the full duration of temporary employment (minimum charge 4 hours per shift). The Client agrees to sign the Flexi-Workers Time Sheet on a daily / weekly basis to verify hours worked. Further expenses e.g. emergency fees, overtime, national holidays, vehicle hire, travelling, accommodation, etc. will be itemised on CSJI's invoice where applicable.

- 3. The Client will be invoiced on a weekly basis and monies due shall be paid by the Client within 7 days of invoice date unless agreed otherwise. Any breach of this condition shall entitle C.S.I to terminate without prior notice each and every assignment conducted under these conditions between the Client and C.S.I. C.S.I reserves the right to charge the Client interest and statutory compensation in respect of the late payment of any monies due under this agreement (both before and after any judgment). Interest shall be charged at a rate of 12 percent per annum from the due date for payment until cleared payment is received in full.
- 4. C.S.I assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of earnings related insurance and the administration of schedule E income tax (P.A.Y.E), applicable to the Flexi-Worker as required by law.
- 5. The Client is required to contact their C.S.I branch office should they wish to engage a Flexi-Worker in Full/Part Time Employment in any capacity/location or introduce the Worker to another Employer within 8 weeks of the date of termination of the services to the Client provided by the Flexi-Worker. Upon notification the following options are applicable:

OPTION 1 – Standard fees as per current Tariff (15-20% Annual Package) apply. This option entitles the Client to a trial period and a proportionate refund as per Terms & Conditions Section A clause 4.

OPTION 2 - A 20% discount of standard fee. This option waives the right to trial periods, quarantees and refunds.

OPTION 3 - Extended period of hire - Only applicable to Full-time candidates (to exceed 35 hours weekly). The Flexi-Worker shall remain on C.S.I's payroll for a period of 14 weeks during which the Client shall pay the current hourly charge agreed pursuant to Clause 2 for each hour the Flexi-Worker is so employed or supplied. On successful completion the Worker will transfer to the Client's payroll. No further fees shall be incurred.

Option 2 & 3 are only available providing C.S.I receives written notification of intent to hire a Flexi-Worker from the Client. All options are subject to completion of C.S.I's Temp to Perm' options form and will commence on the Monday following signed receipt.

Should a Client directly employ a Flexi-Worker (whether P.A.Y.E. or sub-contractor) without notification and/or fail to supply remuneration information C.S.I reserves the right to raise an invoice based upon the Flexi-Workers highest hourly charge rate multiplied by 40 and multiplied by 52. This estimated salary coupled with any taxable emoluments receivable will be multiplied by the appropriate percentage fee and be payable in accordance with Section A clause 4.1. Trial Periods, quarantees and refund entitlements shall be forfeited.

- 6. All Flexi-Workers provided by C.S.I are provided under contracts for services and are deemed to be under the direction and control of the Client from initiation to the completion and for the duration of the assignment. The Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise. The Client is responsible for the provision of Public Liability Insurance. The Worker should be treated as though on the payroll of the Client. Responsibility for all legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, excluding matters specifically outlined in paragraph 4 above, are applicable.
- 7. Every effort is made by C.S.I to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Workers and further to provide them in accordance to booking details. No liability will be accepted by C.S.I for any loss, expense, damage or delay arising from any failure to provide any particular Flexi-Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Flexi-Worker provided.
- 8. Should a Worker prove unsatisfactory C.S.I may reduce or cancel the charge for the hours worked by that Flexi-Worker provided that the Flexi-Worker leaves that assignment immediately and that notification, which must be confirmed in writing within 5 days, is received within 3 hours of the Worker commencing duties.
- Cancellations Should the Client wish to cancel bookings notification
 must be received by Friday 5pm for the following week. A charge
 equivalent to two hours labour per Flexi-Worker / per day shall be
 applicable should insufficient notice be received.
- No variations whatsoever can be made to these Terms without the written consent of a director of Catering Services International.