



Contract for temporary Services

Application and Entire Agreement

These Terms and Conditions apply to the provision of the services detailed in our quotation (hereinafter referred to as "Services") by Cumbria Catering Solutions Ltd, a company registered in England and Wales under number [insert registration number], whose registered office is located at 3 Howe Bank View, Cumbria, LA22 9JF (hereinafter referred to as "we", "us", or "Service Provider") to the person buying the services (hereinafter referred to as "you" or "Customer"). By accepting our quotation or from the date of any performance of the Services (whichever occurs earlier), you are deemed to have accepted these Terms and Conditions. These Terms and Conditions and our quotation collectively constitute the entire agreement between us.

You acknowledge that you have not relied on any statement, promise, or representation made or given by or on our behalf. These Terms and Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

Interpretation

1. A "business day" means any day other than a Saturday, Sunday, or bank holiday in England and Wales.
2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
3. Words imparting the singular number shall include the plural and vice versa.

Services

1. We warrant that we will use reasonable care and skill in our performance of the Services, which will comply with the quotation, including any specification in all material respects.
2. We reserve the right to make any necessary changes to the Services to comply with applicable law or safety requirements and will notify you if this is necessary.
3. We will use our reasonable endeavours to complete the performance of the Services within the agreed time or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
4. All of these Terms and Conditions apply to the supply of any goods as well as Services unless specified otherwise.

Your Obligations

1. You must obtain any necessary permissions, consents, and licenses and must provide us with access to any relevant information, materials, properties, and other matters required for the provision of the Services.
2. Failure to comply with this clause may result in the termination of the Services.
3. We are not liable for any delay or failure to provide the Services if caused by your non-compliance with this section.

Hours of Work

All temporary workers are contracted for a minimum of 8 hours a day. Any special hours of work must be discussed and signed by all parties prior to each assignment.

Fees

1. The fees for the Services are detailed below and are based on a time and all contractors are based on a self employed basis.

- Head Chef £23PH
- Sous Chef £21 PH
- Chef de Partie £19 PH
- Kitchen Porter £15.75 PH
- waiting staff £15.50 ph
- Team leader £19.68 ph
- Rest/bar manager £24 ph
- Housekeepers £14 ph

2. Rates for the following dates are time & ½

- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Summer Bank Holiday
- Christmas Eve
- Christmas Day (to be discussed with all parties)
- Boxing Day
- New Year's Eve
- New Year's Day

3. Placement of a temporary chef incurs an additional £3 per hour, including the temporary chef's hourly fee.
4. Permanent recruitment fee is 5% of the employee's salary with a full refund within the first month if the employee is unsuccessful, 50% refund between 6-8 weeks of the probation period, and a 25% refund if the employee is unsuccessful after the three-month probation period.
5. All payments for these services are due upon the first day of employment (except temporary employment the placement fee will be added to the weekly invoice every Sunday)
6. In addition to the Fees, we can recover from you reasonable incidental expenses, costs of third-party services necessary for the performance of the Services, and costs of materials required for the provision of the Services.

7. You must pay for any additional services provided that are not specified in the quotation according to our current applicable daily rate or another rate agreed upon.
8. All Fees and quotations are exclusive of VAT.

Payment

1. We will invoice you for payment of the Fees when we have completed the Services or on the invoice dates set out in the quotation.
2. You must pay the Fees as stated on the invoice or in accordance with any agreed credit terms.
3. Time for payment is of the essence.
4. If you do not pay within the stated period, we will charge interest at the rate of 8% per invoice for late payment based on the rate set by the Bank of England until full payment is received.

Name

Signature

Date