

## Terms and Conditions of Business – Temporary Catering Staff

1. Terms and Conditions herein are between **Red Star Associates** and the Employer Client ("The Client") requiring the services of a **Temporary Worker**.
  2. These Terms and Conditions are deemed to be accepted by **The Client** by the acceptance of information or the engagement (which term includes employment or use whether under contract of service for services or under any agency, licence, franchise or partnership agreement) of a **Temporary Worker**.
  3. **The Client** agrees to pay the daily fee advised at the time of booking to **Red Star Associates** within 14 days of the invoice date. For longer-term contracts, fees will be invoiced on a monthly basis. A surcharge may be added for late payment at 4% over the base rate of the Barclays Bank Plc.
  4. **The Client** agrees to pay the **Temporary Worker** at the rate agreed at the time of booking and assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earning Related Insurance and the administration of Schedule E Income Tax (PAYE), applicable to the Temporary Worker by Law.
  5. Whilst every effort is made by **Red Star Associates** to give satisfaction to **The Client** by ensuring reasonable standards of skill, integrity and reliability from workers and further to provide them in accordance with booking details, no responsibility will be accepted by **Red Star Associates** for any loss, expense, damage or delay arising from any failure to provide any particular **Temporary Worker** for all or part of the period of a booking or from the negligence, dishonesty, misconduct or lack of skill of the **Temporary Worker**.
  6. **Temporary Workers** introduced by Red Star Associates are deemed to be under the direction and control of **The Client** from the time the worker reports to take up duties and for the duration of the assignment and **The Client** agrees to comply with all statutes, by-laws, codes of practice and the legal requirements to which **The Client** is ordinarily subject to in respect to **The Client's** own staff, including in particular the provision of adequate Employers' and Public Liability Insurance cover for the **Temporary Worker** during all assignments.
  7. The engagement or use by a **Client** of a **Temporary Worker** or former **Temporary Worker** introduced by **Red Star Associates** whether for a definite or indefinite period, or the introduction of such **Temporary Worker** to other employers with a resulting engagement (or where applicable, if the **Temporary Worker** has become incorporated under a limited company, the engagement use or introduction of that limited company) renders **The Client** subject to payments of an introduction fee calculated as set out on the table below on the annual commencing gross taxable pay and taxable emoluments payable by the client to the applicant.

7000 pounds to 13000 pounds	14%
14000 pounds to 17000 pounds	15%
17000 pounds and over	17.5%
- The Fee for part time engagements is that of the full time equivalent. Where a car is provided a value of 2500 pounds is assumed and if accommodation should be provided a value of 1500 pounds is assumed. Should the remuneration include commission or bonuses a fee will be agreed before introductions are arranged. VAT will be added.
8. Introductions are confidential. A **Client** passing on an introduction to another employer or agency is liable to payment of the appropriate fee as set out in paragraph 7. An introduction fee will be charged in respect of any applicant engaged following as a consequence of, or resulting from an introduction through **Red Star Associates** even though the introduction may have been made indirectly or for a vacancy other than the eventual employment. These terms apply within and up to a 6-month period of the initial introduction by **Red Star Associates**.
  9. **Red Star Associates** shall not be in any way liable under any circumstances for any loss, damage or expense suffered or incurred by the client arising from or in anyway connected with **Red Star Associates** seeking an applicant for the client or the introduction to the client of any applicant or the engagement of any applicant by **The Client**.
  10. No variation can be made to these terms without the written consent of the Director of **Red Star Associates**.

I have read and accept the above Terms and Conditions of Business.

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Company/Address: \_\_\_\_\_