

## Terms and Conditions of Business – Permanent Catering Staff

1. Terms and conditions herein are between Red Star Associates and the Employer Client ("The Client") and are deemed to be accepted by the client by virtue of an interview or the acceptance of information about an applicant constituting an introduction by Red Star Associates to the client.

2. The Client agrees to offer all positions to prospective employees through Red Star Associates and notify Red Star Associates immediately an engagement is accepted and to pay the appropriate fee within 14 days of engagement. A surcharge may be added for late payment at 4% over the base rate of the Barclays Bank Plc.

3. The Fee payable to Red Star Associates by the client for the introduction of an applicant is 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.

Up to 6999 pounds	12%
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.

4. Should the employment terminate within 10 weeks of commencement, a rebate of 10% will be allowed against the fee for each complete week of the first 10 not actually worked provided that:

The client notifies in writing within 7 days of the termination of employment;

The fee has been paid within the 14 day period of date of invoice;

The Termination is not due to redundancy or sale of place of employment.

The applicant is not subsequently re-engaged by the client or by any subsidiary or associated company of the client.

5. 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 3.

6. 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.

7. We will try our utmost to ensure the suitability of the applicants introduced. The client shall not withstanding themselves as to the suitability of any applicant and shall take up any references provided by any applicant and/or Red Star Associates before engagement of the applicant. The client is fully responsible for the obtainment of any permits required for legal engagement, medical examinations and investigations as they see fit into any medical history of any applicant to satisfy any medical and other requirements or qualifications required by law.

8. 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.