



CONTRACT

STATUS OF THIS AGREEMENT

This contract governs your engagement from time to time by Chefs Direct as a casual worker. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on you to perform work for Chefs Direct (even if offered) or to provide work to you and there will be no mutuality of obligation between the parties.

COMPANY'S DISCRETION AS TO WORK OFFERED

It is entirely at Chefs Directs' discretion whether to offer you work and it is under no obligation to provide work to you at any time.

Chefs Direct reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

NO PRESUMPTION OF CONTINUITY

Each offer of work by Chefs Direct which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that Chefs Direct has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

ARRANGEMENTS FOR WORK

If Chefs Direct wants to offer you any work it will send you details of the booking including dates of work, hours of work, brief outline of duties, fees and any expenses via E-MAIL. You are under no obligation to accept any work offered by Chefs Direct at any time. However, if you accept an assignment, you must inform Chefs Direct immediately if you will be unable to complete it for any reason.

On immediate receipt of our Details of Booking confirmation via e-mail you will confirm with Chefs Direct that you have received, read and fully understood the contents

If you have any issues with content of the above these will be taken up immediately or definitely prior to commencement of assignment

Chefs Direct reserves the right to terminate an assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.

WORK

Before offering you an assignment Chefs Direct will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify Chefs Direct immediately if you cease to be so entitled at any time.

PLACE OF WORK

Chefs Direct may offer you work at various locations. You will be informed of the relevant place of work for each assignment on the offer of work e-mail.

HOURS OF WORK

Your hours of work will vary depending on the operational requirements of the client. You will be informed of the required hours for each assignment on the offer of work e-mail and again on our confirmed booking details e-mail.

WORKING TIME OPT-OUT

Please complete the attached form to confirm whether you wish to opt out of the 48-hour limit on a week's work. If you do not opt out, Chefs Direct must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep Chefs Direct informed of the hours that you work for third parties so that it can comply with this obligation.

PAY

You will only be paid for the hours that you work on receipt of a timesheet duly signed by the client to confirm hours including any overtime.. Chefs Direct will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay or other payments due to you, any money which you may owe to Chefs Direct at any time.

All bookings undertaken will be paid via PAYE based on your current tax coding

If any client you have worked for goes into liquidation prior to payment being made to Chefs Direct then Chefs Direct is not liable for any monies owed.

In the event of cancellation by our client, Chefs Direct will be under no financial liability to reimburse any expenses that may have been incurred up to the point of cancellation

If client asks you to leave the assignment based on unsatisfactory performance or behaviour, any payment will be at the discretion of agency after discussion with Client.

SICKNESS

If you or the Client decides you need to leave the assignment due to illness any payment will be at the discretion of Chefs Direct after discussion with the Client.

You will not be entitled to receive any pay in respect of any period of sickness or injury during an assignment.

DATA PROTECTION

You consent to us holding and processing, both electronically and manually, the data that we collect about you, in the course of your working relationship with us, for the purposes of the administration and management of our staff and our business and for compliance with applicable laws, procedures and regulations.

COMPANY RULES AND PROCEDURES

During each assignment you are required at all times to comply with the relevant Company rules, policies and procedures in force from time to time.

Under NO circumstances should you initiate contracts, negotiate fees or undertake further work of any nature direct with any of Chefs Direct clients.

Confidential information

You shall not use or disclose to any person, either during or at any time after your engagement by Chefs Direct any confidential information about the business or affairs of Chefs Direct or any of its business contacts, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of Chefs Direct or any of its business contacts

The restriction in this clause does not apply to:

- (a) Prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- (b) Use or disclosure that has been authorised by Chefs Direct or is required by law or in the course of your duties.

COMPANY PROPERTY

All documents, manuals, hardware and software provided for your use by Chefs Direct, and any data or documents (including copies) produced, maintained or stored on Chefs Directs ' computer systems or other electronic equipment (including mobile phones), remain the property of Chefs Direct.

Any Company property ie uniforms/scarves in your possession obtained by you in the course of your work for Chefs Direct shall be returned to Chefs Direct at any time on request and in any event at the end of each assignment.

TERMINATION

If you no longer wish to be considered for casual work by Chefs Direct you should inform the agency as soon as possible.

Chefs Direct may remove your name from its staff bank for any unprofessional conduct or if you cancel an assignment on three consecutive occasions for reasons other than your own genuine illness or serious family illness or bereavement. In the latter instances Chefs Direct will assess the situation after a verbal conversation between both parties.

Chefs Direct may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, mis-use of drugs or alcohol or any other acts or omissions which might bring Chefs Direct into disrepute.

CHANGING TERMS AND CONDITIONS

Chefs Direct may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers Chefs Direct may terminate this contract with immediate effect by giving notice in writing to you and you may, at Chefs Direct's absolute discretion, be offered a new contract for casual work.

GOVERNING LAW

This contract will be governed by English law.

I confirm I have read and understood my zero hour contract and have kept a copy for my records.