

Terms & Conditions Permanent recruitment & Relief Jobs

Fresh start hospitality recruitment

TERMS & CONDITIONS

1. These Terms & Conditions of Business are between Fresh start hospitality recruitment and the Hotel and Catering Establishment (the "Client") and are deemed to be accepted by the client by virtue of their employing a candidate introduced to them by Fresh start hospitality recruitment

2. The Client agrees:

a. To notify fresh start hospitality recruitment immediately a candidate accepts a PERMANENT offer of Employment which may result in another fee being due.

b. To notify fresh start hospitality recruitment immediately of any change in circumstances that may result in a reduction or an increased fee.

c. To pay all fees to Fresh start hospitality recruitment immediately they become due for payment within 14 days date of invoice

d. To pay the candidates the agreed wage and make all necessary deductions and to account for Income Tax and National Insurance contributions as required by law.

e. To comply with all statutes, regulations, codes of practice and legal requirements to which the client is subject in relation to the employment of staff introduced by Fresh start hospitality recruitment

3. Fresh start hospitality recruitment will make its best endeavours to introduce suitable candidates for positions offered by the Client. However Fresh start hospitality recruitment shall not be liable under any circumstances for any loss, damage or expense incurred by the Client as a result of any act, omission or error committed by a candidate introduced to the Client as a result of the unsuitability of any candidate to perform their duties in a satisfactory manner.

4. Fresh start hospitality recruitment forbids the Client to pass on the details of a candidate to another prospective employer. Should the Client pass on the details of a prospective employee to another prospective employer, Fresh start hospitality recruitment will automatically invoice the Client for the sum of £1000 irrespective of employment taking place or not.

5. Once confirmation has been sent to the client a cancellation fee of £30 will be taken or invoiced should the client cancel the relief job for any reason.

a. Holiday Pay is a statutory requirement and is accrued on a pro rata basis from day one of employment. This equates to 12.07% of money earned as directed by ACAS.

b. Accommodation provided for a relief chef is a benefit in kind and must be accounted for as such.

c. Travelling expenses are a benefit in kind and must be accounted for as such.

6. These Terms and Conditions may not be varied without the written consent of the Managing Director of Fresh start hospitality recruitment

7. These Terms and Conditions shall be governed in accordance with the UK law .

LEGAL OBLIGATIONS AND TERMS for permanent recruitment

1. These Terms & Conditions of Business are between Fresh start hospitality recruitment and the Hotel and Catering Establishment (the "Client") and are deemed to be accepted by the client by virtue of their employing a candidate introduced to them by Fresh start hospitality recruitment.
2. The fee payable to Fresh start hospitality recruitment by the Client for the introduction of a chef or other hospitality staff is detailed in the attached "Scale of Charges". Fees may vary depending on the level of experience and expertise required for the position and the length of time the candidate is expected to stay in the position. The "Scale of Charges" may vary from time to time but will always be agreed with the Client prior to the introduction of a candidate.
3. 100% of the fee due to Fresh start hospitality recruitment by the client for the placement of permanent staff is payable upon completion of a 1 week probationary period by the candidate introduced by Fresh start hospitality recruitment to the Client. If for any reason a candidate leaves the employment of the Client prior to the completion of the initial 1 week probationary period an administration fee of £30 only will be charged to the client. All fees due to Fresh start hospitality recruitment for the placement of permanent staff are payable weekly in advance. Fresh start hospitality recruitment reserves the right to charge interest on all overdue debts at the rate of 2% per month.
4. The Client agrees:
 - a. To keep all details of introductions made by Fresh start hospitality recruitment strictly confidential.
 - b. To notify Fresh start hospitality recruitment immediately a candidate accepts an offer of employment
 - c. To pay all fees to Fresh start hospitality recruitment immediately they become due for payment within 14 days of invoice date.
 - d. To pay the candidates the agreed wage and make all necessary deductions and to account for Income Tax and National Insurance contributions as required by UK law.
 - e. To comply with all statutes, regulations, codes of practice and legal requirements to which the client is subject in relation to the employment of staff introduced by Fresh start hospitality recruitment
5. Fresh start hospitality recruitment will make its best endeavours to introduce suitable candidates for positions offered by the Client. However the Client must satisfy themselves that the candidate has the necessary skills and qualifications required to perform their duties and it is strongly recommended that the Client takes up any references (including confirmation of any professional qualifications) provided by the candidate prior to offering the candidate a position.
6. In order to ensure an efficient service to both the prospective employee and the Client, we request that you respond to all sent curriculum vitae within a period of 7 days hence from the day on which the curriculum vitae are sent. Should the Client fail to respond to Fresh start hospitality recruitment within said 7 day period, Fresh start hospitality recruitment reserves the right to withdraw the Client's position from the Fresh start hospitality recruitment database.
7. Fresh start hospitality recruitment shall not be liable under any circumstances for any loss, damage or expense incurred by the Client as a result of any act, omission or error committed by a candidate introduced to the Client as a result of the unsuitability of any candidate to perform their duties in a satisfactory manner.
8. Fresh start hospitality recruitment expressly forbids the Client to pass on the details of a candidate to another prospective employer. Should the Client pass on the details of a prospective employee to another prospective employer, Fresh start hospitality recruitment will automatically invoice the Client for the sum of £1000 irrespective of employment taking place or not.
9. Should the client employ a candidate within nine months of the original introduction (interview or CV being sent over by email) the full fee will be due irrespective of whether the candidate was subsequently introduced via another agency or through a different advert.
10. These Terms and Conditions may not be varied without the written consent of the Managing Director of Fresh start hospitality recruitment .
11. These Terms and Conditions shall be governed in accordance with the UK law

