

**CHEFFING AROUND PTY LTD TERMS AND CONDITIONS FOR TEMPORARY AND EMPLOYMENT OF CHEF PLACEMENTS ACCEPTANCE OF TERMS:**

Your receipt of a resume, interviewing or engagement of a candidate in any capacity, or the passing to any other person or organization of personal information pertaining to a candidate introduced to you by us, or a booking and invoice from a temporary Chef from Cheffing Around Pty Ltd will be taken as your acceptance of our terms of business. No variation can be made to these terms without written consent of the Managing Director of Cheffing Around Pty Ltd. The engagement of a temporary or permanent Chef by the Client is deemed as acceptance of Cheffing Around Pty Ltd Terms and Conditions.

1. The Client agrees to our payment frequency which is a strictly seven working day account. Please discuss payment method/frequency with your Chef subcontractor(s) before beginning of the first shift. The Client will be invoiced with Chef sub/contractor's Australian business number. The Client agrees to pay the hourly charge (\$55.90) as advised by Cheffing Around, for all actual hours worked. Our minimum booking time is four (4) hours. Should your account exceed our trading terms and be passed over for collection, all costs, interest, debt collection commission and out of pocket expenses will be the liability of the Client.
2. A \$50 lost invoice fee and a 2.5% fee on all fees outstanding for every 10 working days hereafter are also applicable under your acceptance of Cheffing Around Pty Ltd terms and conditions. Temporary Chefs are not to be approached for full-time employment by the Client. Please negotiate with Cheffing Around only in regards to securing full-time services of the Chef. Any approach to the Temporary Chef may result in booking cancellation(s) and a permanent ban from all of our services.
3. The Client agrees to pay Cheffing Around a fee of \$4750 + G.S.T. should a Cheffing Around Pty Ltd Temporary Chef be engaged to perform any task, or is engaged by a related entity, within six (6) months of the completion of their last assignment for the Client through Cheffing Around Pty Ltd and must pay this fee within 30 days.
4. The Client agrees to any cancellation within 24 hours of a booking will be charged a \$168 cancellation fee, payable within seven (7) working days to subcontractor Chef who was booked at time of cancellation.
5. Free Accommodation and food to be provided and a minimum of 38 hours work for all Cheffing Around subcontractors for country and outer regional placements. All air travel when applicable are also the cost of the Client.
6. All bookings are to be booked through Cheffing Around Head office in Adelaide and not directly with your temporary Chef. Temporary Chef to provide knives and uniforms and will arrive 15 minutes prior to shift commencement. All Cheffing Around Chefs have a current A.B.N, private health insurance and pay their own superannuation payments. Please inform Chef of your establishment's menus, policies, procedures and a clean place to change. You (the client) will be responsible for providing a safe, hygienic and healthy workplace for all Cheffing Around temporary Chefs

7. We make every effort to provide a temporary Chef in accordance with booking details and to ensure reasonable standards of skills, integrity and reliability from the temporary Chef, to the extent permitted by law, we accept NO liability (by reason of the human element) for any loss, expense, damage or delay arising from any failure to provide any particular temporary Chef for all or part of the period of the booking, nor for any negligence, dishonesty, misconduct or lack of skills of the temporary Chef provided and you agree to indemnify us and each of our Chefs in respect of any claim, suit, demand and cause of action and from all damages, costs, expenses and penalties of every description whatsoever arising from or related to the employment of the temporary Chef.

8. We charge a flat fee of \$1200 +G.S.T. for all permanent, permanent parttime or casual Chef employment placements, (NOT TEMPORARY SUBCONTRACTORS), payable 60 DAYS after placement commences and only if both parties are satisfied with placement.

9. We charge a flat rate charge of \$55.90 an hour for our amazing temporary Chefs. Temporary Chef will invoice Client and Client pays Temporary Chef directly within 7 working days. This amazing hourly rate is 24/7, includes our commission and with no hidden extra costs. The only day this rate is different is Christmas Day.

10. Cheffing Around will not be liable for any loss, damage, liability, expense, fines penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any actual or alleged:

(a) Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not) or

(b) Coronavirus (COVID 19) including any mutation or variation thereof or

(c) Any pandemic or epidemic, as declared as such by the World Health Organisation or any governmental authority.

11. We, at Cheffing Around, acknowledge the need to achieve high quality standards and the provision of excellent Client service. We will make every effort to ensure Client satisfaction by providing quality, skilled and reliable temporary Chefs in accordance with booking details. We know your repeat business is good business. If the Client is not happy with the temporary Chef, please let us know straight away so we can place another Chef to your satisfaction.

12. Please print out this page as acknowledgement of this agreement and fill in your establishment's details, scan and send to [adrian@cheffingaround.com.au](mailto:adrian@cheffingaround.com.au)

Client name: \_\_\_\_\_

Work address of Client \_\_\_\_\_ |

\_\_\_\_\_, a duly authorized signatory of client has read Cheffing Around Pty Ltd terms and conditions and agree to those conditions.

SIGNED \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_