

**\* Please note that by registering or continuing to work with Perfect Household Staff recruitment Agency, you unconditionally accept all of the terms set out in this Agreement. \***

## CONTRACT BETWEEN AGENCY AND CANDIDATE

THIS AGREEMENT is made on this ..... date BETWEEN:

Perfect Household Staff LTD a company incorporated in England and Wales under company number N 7197595 and whose registered office is at 15 Stratton Street, Mayfair, London W1K 8L ('the Agency') and [ ] ('the Candidates' name') who lives at: [ ] ('Address')

### Recital

The Candidate seeks for the Agency to find them a job and by registering, unconditionally agrees that the Agency may at its discretion utilise and disclose some of the information provided to the Agency by the Candidate in order to secure the Candidate a money earning opportunity, all subject to the provisions of this Agreement.

The Agency use social media (Facebook, Linked In, Twitter, Instagram, Google etc...) in order to secure a potential employment opportunity for the Candidate and by continuing to use the Agency services, the Candidate agrees to give permission for the Agency to do so.

By continuing to work with the Agency, you give your unwavering consent for the agency to contact you via mass mail and automated calls until you request to opt out.

### Definitions:

**"Administration Fee"** means the Fees chargeable by the Agent for additional work to be carried out by the Agent due to the Candidates' actions;

**"Agreement"** means the contract between the Agent and the Employer for the provision of the Services incorporating this contract'

**"Agent / Agency"** means Perfect Household Staff Limited (Company Registration Number: 07197595) whose registered office is 43 Brook Street, Mayfair, London W1K 4HJ;

**"Candidate"** means a person who is seeking work opportunity via the Agents' services (you).

**"Employee"** means a Candidate who has been offered a job by an Employer and has accepted that job.

**"Employer"** means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which the Candidate is seeking to work for;

**"Employment Termination Form"** is a document which will be submitted to the Candidate when they notify the Agency of their decision to leave their Employment. This document must be completed and returned to the Agency within a period of 48 (forty-eight) hours.

**"Emergency Start"** means when a Candidate has been authorized to start working for the Employer by the Agent without having received the payment for the recruitment services from the Employer.;

**"Engage" / "Engaged" / "Engagement"** means, as the context shall require, the Candidate commencing work and thereafter working for the Employer;

**"Fees"** means all Fees payable to the Agent for the Services;

**"Introduction" / "Introduced"** means the introduction by the Agent of a Candidate to the Employer by whatever method including, but not limited to, providing a Candidate's details or curriculum vitae to a Employer for consideration;

**"Permanent Position"** means where a Candidate has signed a contract with the Employer to work for a period exceeding 12 weeks.

**"Temporary Placement"** is when a Candidate works for the Employer for a period of less than 12 weeks.

**BY IS AGREED** as follows:

### 1. Prevalent Terms

1.1 The Candidate shall at all times be on time for interviews, work days and agrees to inform the Agency 24 hours in advance by email or telephone of any cancellation.

1.2 When the Employer offers the Candidate a job opportunity, the Candidate agrees to immediately notify the Agency of all details concerning the role and the Candidate will not commence work on the Employers' behalf until instructed to do so by the Agency.

1.3 The Agency has the authority to instruct the Employee to cease working for that Employer until the Agency Fees have been paid in full and the Employee will do so with immediate effect.

1.4 Should the candidate be contacted directly by the Employer or their Employees, acquaintances, family members, friends or others associated with the Employer, to whom the candidate has been Introduced to through the Agency within a 12-month period. The candidate will notify the Agency immediately.

1.5 The Candidate is not to exchange or accept any personal information with / from the Employer unless authorized to do so by the Agency in writing and you agree to be liable to pay an Administration Fee, refer to Clause 4.2 if such an event takes place.

1.6 Immediately after any meeting or conversation between the Candidate and the Employer the Candidate must notify the Agency of the outcome of that meeting or conversation prior to any Engagement.

1.7 If the Employee was successful in earning monies through an introduction via the Agency but failed to notify the Agency and continued earning, the Employee agrees to reimburse the Agency with an Administration Fee, refer to Clause 4.1.

1.8 On a Candidate's accepts of a job offer from the Employer and throughout the duration of their first 12 months of employment, the Candidate is to disclose their agreed salary in full to the Agent upon request and if requested, provide the Agency with bank statements.

## **2. Temporary Placement**

2.1 If the Candidate is employed in a Temporary Position, the Candidate will not contact the Employer directly unless authorized to do so by the Agency.

2.2 The Candidate will not contact the Employer following Temporary Position for a 12-month period starting from their final date of employment.

2.3 The Agency will reimburse the Candidate directly only if the Candidate;

- a) is employed by the Agency;
- b) working as a self-employed contractor on behalf of the Agency, agreed to in writing.

**\* The Agency will not be held liable for reimbursement where the Candidate is working directly for an Employer. \***

## **3. Agency Contractor**

3.1 The Agency Contractor will not discuss any financial Agreements between the Employer and the Agency directly with the Employer during and for a period of 12 months following their final day of work for that Employer.

3.2 The Agency Contractor will incur an Administration Fee if they offer their services directly to an Agency Employer which the Employer accepts, refer to Clause 4.4

3.3 Under no circumstance is the Agency Contractor to pursue payment from the Employer directly.

3.4 The Contractors' invoices will be paid by Perfect Household Staff on the final working day of the month.

3.5 The Agency holds the right to cancel any booking within a 24-hour notice period.

## **4. Administration Fees**

**\* For avoidance of doubt, the Agency DO NOT charge Fees, for registration or the introduction to potential Employees. The Agency seek to charge the Employer and will only charge the Candidate if the terms of this contract are broken by the Candidate resulting in a financial loss to the Agency as a direct result of the Candidates actions. \***

4.1 In the event that a Candidate accepts a Job Offer from an Employer and the Employer refuses to pay the Agency placement fee, but the Employee continues to work for the Employer ignoring instruction from the Agency to stop working, the Employee agrees to reimburse the Agency an Administration Fee of 10% of their annual gross earnings on a monthly basis.

4.2 If the Candidate exchanges personal contact details without written consent from the Agency with the Employer, the Candidate agrees to pay an Administration fee of £250.00 (Pound Sterling) excluding VAT within 7 days of invoice.

4.3 If an Agency Contractor offers their services to the Employer without informing the Agency and the Employer accepts the offer, the Agency Contractor agrees to pay an Administration Fee of 25% of their total earning for a period of 24 months.

4.4 If the terms of this Agreement are broken by the Employee the Agency may at its sole discretion seek reimbursement of the Fees paid by the Employer to the Agency, to be reimbursed by the Employee.

## **5. Travel Reimbursement**

5.1 The Agency is not responsible for the Candidate's travel expenses whether within the United Kingdom or Internationally. However, the Agency shall use its reasonable endeavours to negotiate for the reasonable travel expenses incurred by the Candidate to be reimbursed by the Employer if requested by the Candidate.

5.2 The Agency shall as soon as practicable notify the Candidate whether or not the Employer will reimburse the Candidate for the travel expenses. For the avoidance of doubt the Agency shall not be held liable for any expenses incurred by the Candidate under any circumstances whatsoever other than as per Clause 2.3.

## **6. Employment**

6.1 The Employee must at all times and on all occasions dress in a manner that reasonably and properly identifies and reflects professional standards of the services being performed by the Employee.

6.2 During their Employment commencement, the Employee agrees to;

- a) arrive at work on time;
- b) if an Employee appears late but has respectable reason for the lateness, to provide supporting evidence;
- c) to behave themselves in a professional and appropriate manner at all times;
- d) request training and/or supervision from the Employer or other staff where it is required.

6.3 From the Employment commencement date, the Employee agrees not to:

- a) violate the working schedule;
- b) mislead or deceive the Employer;
- c) use any mind affecting substances when working for the Employer.

## **7. Leaving Employment**

7.1 In the event that the Employee wishes to terminate their employment within 3 (three) months of commencement of the same, the Employee agrees to notify the Agency prior to notifying the Employer.

7.2 The Employee agrees to complete an Employment Termination Form which will be submitted to the Employee electronically and return it to the Agency within 48 hours of receiving the Employment Termination Form.

7.3 Where it is appropriate and where a notice period has been agreed with the Employer, the Employee agrees to continue working for the Employer until the date to which they are bound by that contract.

## **8. The Agencies Responsibilities**

8.1 The Agency shall;

- a) use reasonable care and skill to supply the Candidate with work opportunities;
- b) perform recruitment Services to a reasonable standard and in accordance with recognised codes of practice and statutory obligation;
- c) keep on file a copy of the contract of employment between the Candidate and the Employer for a period of 12 weeks
- d) time shall not be of essence in the performance of the obligations under this Clause.

## **9. Amendments**

9.1 This Agreement may only be amended in writing signed by duly authorized representatives of the Parties.

## **10. Assignment**

10.1 Subject to the following, neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written Agreement of the other Party. The Agency may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

## **11. Entire Agreement**

11.1 This Agreement contains the whole Agreement between the parties and supersedes and replaces any prior written or oral Agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

## **12. Waiver**

12.1 No failure or delay by the Agency in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

## **13. Notices**

13.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party set out at the head of this Agreement, or to the relevant facsimile number set out below, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause.

## **14. Law and jurisdiction**

14.1 The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## 15. Third parties

15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## 16. Communication and Automated Calls

16.1 By accepting this contract, the Candidate agrees to receive communication from the Agency through mass emails, automated calls, including pre-recorded voice messages, and SMS text messages. The client acknowledges that these automated calls may be initiated by the Agency's automated dialling system or artificial intelligence system.

16.2 The Candidate also acknowledges that these automated calls may be used for the purpose of marketing, solicitation, or other communications related to the company's products or services. The Candidate has the right to opt-out of receiving these automated calls at any time by contacting the company and requesting to be placed on the Agency's do-not-call list.

16.3 The Candidate understands that providing their phone number to the Agency constitutes express consent to receive these automated calls, and that the Candidate is solely responsible for ensuring that the phone number provided is accurate and up-to-date. The Candidate agrees that the Agency is not liable for any damages resulting from automated calls made to an inaccurate or outdated phone number. By accepting this contract, the client acknowledges that they have read and understood the terms related to automated calls and that they consent to receiving these calls from the Agency. The Candidate further agrees that this clause is binding and enforceable.

### I confirm my unconditional acceptance of this Agreement

Please tick the box below if you agree that you have had the opportunity to seek legal and any other expert professional advice.

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**\*Caution: "Please do not tick this box if you do not agree with the above statement or any of the terms and conditions"**

Candidate Name	Candidate Signature	Date

By signing the above box, I acknowledge that I have fully read and understood the document of the Terms and Conditions and I unconditionally accept all aforementioned parts of this contract.

Operations Manager	Signature	Date