

**\* Please note that by registering or Perfect Household Staff recruitment agency, you agree to unconditionally acceptance 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 43 Brook Street, Mayfair, London W1K 4HJ ('the Agency') and [.....] who currently lives at [.....] ('the Candidate')

### Recital

The Candidate approaches the Agency seeking to find a money earning opportunity and by registration, 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.

### 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 Client 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).

**"Client"** means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Agent;

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

**"Engage" / "Engaged" / "Engagement"** means, as the context shall require, the Candidate commencing work and thereafter working for the Client; "Fees" means all fees payable by the Client to the Agent for the Services as detailed in the Registration Form;

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

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

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

**NOW IT IS AGREED** as follows:

### 1. Prevalent Terms

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

1.2 When the Client 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 Clients' behalf until instructed to do so by the Agency.

1.3 The Agency has the authority to instruct the Candidate to cease working for that Client until the Agency fees have been paid and the Candidate will do so with immediate effect.

1.4 Should the candidate be contacted directly by the Client or their employees, acquaintances, family members, friends or others associated with the Client, 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 Client unless authorized to do so by the Agency in writing or they will be liable to pay an Administration Fee, refer to Clause 4.2.

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

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

1.8 On a Candidates' accepts of a job offer from the Client 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.

1.9 In the event that the Candidate wishes to terminate their contract of employment within three months of commencement of the same, the Candidate will notify the Agency in writing setting out the reasons for the termination.

## **2. Temporary Placement**

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

2.2 The Candidate will not contact the client 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 a Client. \***

## **3. Agency Contractor**

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

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

3.3 Under no circumstance is the Agency Contractor to pursue payment from the Client 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 any sign-up fees, registration and 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. \***

4.1 In the event that a Candidate accepts a Job Offer from a Client and the Client refuses to pay the Agency placement fee, but the candidate continues to work for the Client ignoring instruction from the Agency to stop working, the Candidate 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 Client, 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 Client without informing the Agency and the Client accepts the offer, the Agency Contractor agrees to pay an Administration Fee of 25% of their total earning for a period of 24 months.

## **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 Client if requested by the Candidate.

5.2 The Agency shall as soon as practicable notify the Candidate whether or not the Client 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 Candidate 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 Candidate.

6.2 The Candidate is to behave themselves in a professional and appropriate manner at all times.

6.3 The Candidate agrees not to use any mind affecting substances when working.

## **7. Amendments**

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

**8. Assignment**

8.1 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.

**9. Entire agreement**

9.1 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.

**10. Waiver**

10.1 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.

**11. Notices**

11.1 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.

**12. Law and jurisdiction**

12.1 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.

**13. Third parties**

13.1 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.

**We confirm our acceptance of PHS’s Terms and Conditions.**

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

**\*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.

**\*Caution: “Please do not sign in the above box if you do not agree with any of the terms and conditions.”**