



CONTRACT BETWEEN AGENCY AND CANDIDATE

THIS AGREEMENT is made the day BETWEEN:

1. 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 Agency wishes to introduce the Candidate to Clients with a view to being employed by the Client and the Candidate is willing to accept the introduction, all subject to the provisions of this Agreement.

Definitions:

“Agreement” means the contract between the Agent and the Client for the provision of the Services incorporating this contract

“Agent” means Perfect Household Staff Limited (Company Registration Number: 07197595) whose registered office is 43 Brook Street, Mayfair, London W1K 4HJ

‘Client’ means the party who is currently looking to employ the Candidate and who has instructed the Agency to procure the Candidate for sum purpose.

Perfect Household Staff ■ Domestic Recruitment Consultancy

43 Brook Street ■ Mayfair ■ London, W1K4HJ ■ phone: +44 (0)203 318 4468 ■

Company N.7197595 ■ email: enquiries@perfecthouseholdstaff.co.uk ■ www.perfecthouseholdstaff.co.uk

“Candidate” means a nanny, au pair, mother’s help, maternity nurse, governess, other childcare professional, domestic staff, chauffeur, body guard or any other role requested by a Client; **“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;

“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;

NOW IT IS AGREED as follows:

1. The Candidate shall at all times be on time for the interview with the Client and must inform the Agency 24 hours in advance by email/ telephone of any cancellation.
2. If the Candidate was introduced to a Client by another agent before or after the introduction of the Candidate to the Client, the Candidate is obliged to inform the Agency of all communications with the Client through other sources, including but not limited to social media websites.
3. If the Client offers the Candidate this or any other role the Candidate must immediately notify the Agency of all details concerning the role.

4. Candidate should always contact (by writing or verbally) the client only through the Agency and copy Agency in any correspondence with the Client before signing the Contract.
5. Should the candidate be contacted directly by the client/ potential employee who the candidate has been introduced to by the agency via mail or interview within a 12 month period. The candidate is to notify the agency immediately.
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.
7. Candidate can not start the Employment for the Client until Agency's fees are settled and Candidate is instructed to do so by the Agency. In case of an emergency start, the agency will be able to instruct the Candidate to stop working for the Client until the Agency's fees have been settled.
8. The Candidate will not contact the Client directly unless instructed to do so by the agency and will not exchange any personal details during the interviews/trial period unless this is done through the agency.
9. The Candidate will not contact the client following temp placement for a 12 month period.
10. 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 reasonably and properly incurred travel expenses incurred by the Candidate to be reimbursed by the Client to the Candidate and 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 liable for any travel expenses to the Candidate under any circumstances whatsoever.

11. In the event the Candidate wishes to terminate their contract of employment within seven months of commencement of the same, the **Candidate must notify the Agency in writing setting out the reasons for the termination.**
12. Dress Code – 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.
13. **Amendments**
This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.
14. **Assignment**
Subject to the following sentence, neither Party may assign, delegate, sub-contract, 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.
15. **Entire agreement**
This Agreement contains the whole agreement between the parties and supercedes 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.

16. Waiver

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.

17. Notices

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.

18. Law and jurisdiction

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.

19. Third parties

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."

Signature:	Signature:
Title and Name of Consultant:	Candidate Name:
Date:	Date:
For and on behalf of Natalia McKie	

By signing the above box, I acknowledge that I have fully read and understood the document of the T&C 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."

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