

TERMS AND CONDITIONS OF BUSINESS

1. In these Terms and conditions the following words shall have the following meanings “the Agency” means dallas dacre lacy ltd currently trading at 25 Mendora Road, London, SW6 7ND.
“Client” means the person/ firm/ company or other body corporate or unincorporated having requested the use of the Agency’s services.
“Applicant” means an individual or couple introduced by the Agency for a temporary or permanent position, whether full or part time.
“Fee” the fees payable by the Client to the Agency, as set out under introduction fees.
2. By interviewing and engaging one of the Agency’s applicants, whether for a permanent position, full time, part time or temporary the Client is deemed to have accepted and agreed to these Terms & Conditions of Business and fee structure.
3. Introduction fees for an Applicant shall be based on the salary calculated at an annual rate agreed to be paid at the commencement of employment.
4. The Client shall become liable to pay an introduction fee to the Agency upon:
 - (1) the Client engaging or using, or agreeing to engage or use, either directly or indirectly the services of any Applicant whether for a permanent, full time or part time position.
 - (2) the Client re-engages or re-uses the services of any Applicant introduced by the Agency within twelve months of the initial commencement of employment.
 - (3) the Client refers an Applicant to any third party who engages or otherwise uses the services of such Applicant within twelve months of the initial introduction/commencement of employment, whichever is the latter. All information regarding Applicants is strictly confidential.
 - (4) the Client engages an Applicant in a temporary position and the Client then makes the position permanent. The Client is required to inform the Agency as a full permanent fee will be applicable.
 - (5) the Client engages an Applicant; then within twelve months of the initial commencement of employment extends the Applicant’s working hours & thus increases their salary. The Client is required to inform the Agency as a further fee will be due based on the difference between the Applicant’s agreed salary at the initial commencement of employment and the increased salary.
 - (6) the Client receiving details from the Agency of an Applicant and then subsequently receiving details of the same Applicant from any other agency, third party or applicant within a twelve month period.
5. All fees for UK placements are due to the Agency within 14 days of commencement of employment.
For overseas placements the successful Applicant will not start until payment is received in full or within 14 days of date of invoice whichever is the earlier.
6. The company dallas dacre lacy ltd reserves the right to:
 - a) charge interest on overdue payments at a rate of 4% per month from the due date until payment is met in full including accrued interest.
 - b) charge a cancellation fee of 40% of the full fee should the Client’s offer of employment to the candidate be terminated or withdrawn by the Client prior to the agreed date of commencement.

- 7. Provided that the client has paid all fees due to the Agency within 14 days of the commencement of employment of the successful applicant, the Agency will make every effort to provide one free replacement within the initial 10 week period, should the Client or Applicant terminate the employment. This clause is applicable provided:**

 - (1) that the Client notifies dallas dacre lacy ltd immediately and then provides written confirmation within seven days of the reason for termination.**
 - (2) that the Applicant has not left as a result of redundancy, accommodation or working environment or hours of work or duties being at variance with the original job specification given to the agency by the Client.**
- 8. Should the Agency be unable to find a replacement, either a credit note valid for 1 year or refund will be issued at its discretion: the refund will be based on the following scale: 10% of original fee per full week not worked by the Applicant up to a maximum of 10 weeks.**
- 9. The Client undertakes to provide either a letter or contract of employment to the applicant, a copy of which must be sent to the Agency, upon engagement. The contract or letter should state agreed salary, tax and national insurance contributions, duties, hours, free time, paid holiday and any other benefits. The Client is responsible for the payment of Applicant's tax and national insurance.**
- 10. Whilst the Agency endeavours to introduce suitable Applicants to the Client it cannot guarantee the suitability or that all the information regarding any applicant is accurate and does not accept liability for any misrepresentation, loss, damages, claims or expenses concerning Applicants introduced.**
- 11. Although the Agency interviews and checks references for potential applicants the Client has sole responsibility for engaging the Applicant and obtaining references, qualifications and, if necessary, medical information to satisfy themselves of the Applicant's suitability.**
- 12. The Client shall advise the successful Applicant of any special health and safety requirements, and shall be liable for any injury, loss or damage to an Applicant while under their direction or control.**
- 13. If a temporary booking is extended, the Client must inform the Agency so that the amended fee can be charged.**
- 14. The company dallas dacre lacy ltd reserves the right to change any clauses within these terms & conditions of business without prior notice should the laws change & dictate this to be necessary.**
- 15. This Agreement is governed by English law. The parties submit to the Jurisdiction of the English Court.**

Introduction Fees

All domestic staff for private households.....	15% of net annual salary
Personal assistants for private households.....	15% of net annual salary
Part time cleaners.....	12% of net annual salary
Commercial staff.....	17% of gross annual salary
Temporary staff per week or part thereof.....	£60 per 5 day week booked single
	£84 per 7 day week booked single
	£100 per 5 day week booked couple
	£140 per 7 day week booked couple

MINIMUM FEE CHARGED £60

Overseas fee for all <u>domestic staff</u> outside UK.....	18% net annual salary
Overseas fee for all <u>commercial staff</u> outside UK.....	20% gross annual salary

**ALL FEES ARE DUE TO THE AGENCY WITHIN 14 DAYS OF COMMENCEMENT OF EMPLOYMENT
EXCEPT FOR PLACEMENTS MADE OUT SIDE THE U.K. WHEN FEES ARE DUE PRIOR TO THE
COMMENCEMENT DATE OF EMPLOYMENT**

*Please sign and date below to indicate that you have read all three pages and accept and are in agreement
with the fees and terms and conditions.*

Name in full.....Signature.....Date.....