TAILORED STAFF

BOUTIQUE HOUSEHOLD & PRIVATE STAFF RECRUITMENT LONDON

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

GENERAL

1.1 The Terms and Conditions will serve as a legally enforceable agreement between Tailored Staff Ltd (referred to as "the Agency") and an individual / a family, seeking household staff member (referred to as "the Client"), which pertains to the consulting service and the placement of the "Candidate". The Agency focuses on the placement of various types of household staff, including nannies, maternity nannies, governesses, housekeepers, chefs, and personal assistants, while also offering consultancy services to families.

1.2 The Client acknowledges and agrees that once the Candidate is accepted by the Client, they are employed by the Client and not by the Agency. Any legal relationship that arises is solely between the Client and the Candidate. The Agency advises the Client to seek legal counsel regarding their obligations to both the Agency and the Candidate under these Terms and Conditions. It should be noted that the Agency does not directly or indirectly employ any of the Candidates. The Candidates are introduced to Clients, and their employment is always under the Client's responsibility, unless the Candidate is self-employed (this only applies to maternity nurses; a standard nanny cannot be self-employed). The Client will have the supervision, direction, and control over the Candidates.

1.3 The Client, or the Client's appointed agent, must complete the Client Registration Form or instruct the agency in writing to be accepted as client. If this is not possible, he/she needs to sign the Terms and Conditions and return them to the Agency, before they are accepted and taken on our books. By completing the registration form or instructing the agency in writing, the act of filling it out / sending written instructions signifies the acceptance of the Agency's Terms & Conditions.

1.4 The verbal or written instructions by the Client, or the Client's appointed agent, to the Agency to submit suitable Candidate for placement with the Client constitutes acceptance of these Agency's Terms and Conditions by the Client.

1.5 Both the Agency and the Client shall not, whether on their own behalf or in any capacity for any other person, firm or company, use or disclose to anyone any information of a confidential nature relating to the other (or to any of the other's associated companies) or to the other's affairs or conduct of the other. Any information received by the Agency will be treated confidentially and will remain the property of the Agency. The Agency agrees not to provide this information to third parties, other than any prospective Candidates.

1.6 The Agency endeavours to present the Client with Candidates who are highly compatible with the Family Profile. The Agency commits to sharing all pertinent information about the Candidate and will conduct thorough verifications of the Candidate's details, documentation, and references. Nonetheless, the ultimate responsibility for the decision to employ the Candidate lies with the Client. The Agency strongly recommends that the Client independently verify the Candidate's details, documentation, and references. Further details regarding this matter are elaborated in clause 5.2, the Client is responsible for obtaining any visas which are necessary for the Candidate.

1.7 At the request of the Client, the Agency will permit the Client to trial a Candidate or Temporary Worker for up to 2 days (''Trial Period''). This Trial Period can only commence before an offer of employment or contract for services has been made. The Client is responsible for paying the Candidate for the Trial Period at the hourly sum agreed between the Client and the Agency.

1.8 These Terms and Conditions represent the entire understanding between the parties and supersede all previous agreements and representations (including, but not limited to any statements made on the Agency's website) made by or between the parties whether oral or written.

1.9 No term of these Terms and Conditions are intended for the benefit of any third party and the parties do not intend that these Terms and Conditions should be enforceable by a third party, either under the Contacts (Rights of Third Parties) Act 1999, or otherwise.

1.10 The headings in these Conditions are for convenience only and shall not affect the construction of these Terms and Conditions.

1.11 The Agency reserves the right to change or add to the above Terms and Conditions without prior notification, however all changes will be posted on this website. It's your responsibility to check these Terms and Conditions in case there are any changes. Continuing to use the site and our services after a change has been made is your acceptance of the changes.

1.12 In order to consider a placement permanent the Agency has to receive the payment of a Placement Fee based on 52 weeks.

FEES

2.1 The Agency's Current Scale of Charges for the placement of a Candidate (Placement Fee) are:

Long term (52+ weeks):

- Full-Time Employee (≥35hrs per week) – 16% of the annual salary
- Part-Time Employee (≤34hrs per week) – 19% of the annual salary
- Maternity Nurse / Maternity Nanny / Holiday Nanny – £180 per week
    - *If hired for more than 8 weeks: 25% of the total salary*

Short term (less than 52 weeks):

- Temporary Placement from 1 to 12 consecutive weeks – £115 per day (£160 during Christmas Holidays, except*)
- Temporary Placement from 13 to 51 consecutive weeks – 25% of the of the accumulated salary earned for the period(s) employed subject to a minimum charge of £200

Yacht crew :

- Full-time Placements (Crew employed for a period exceeding six (6) months): The fee will be 100% of one (1) month’s gross salary.

- Seasonal Placements (Crew employed for a period exceeding three (3) months but less than six (6) months): The fee will be 70% of one (1) month's gross salary.

- Temporary Placements (Crew employed on a daily, weekly or monthly basis up to three (3) months): The fee will be 23% of the accumulated salary earned for the period(s) employed subject to a minimum charge of £200.

2.2 Given the nature of each role, the Agency reserves the right to increase the placement fee reflecting the complexity and specific requirements of the position. Any such adjustments will be communicated and agreed upon with the Client in writing.

2.3 The Client agrees to not directly or indirectly work around, avoid, circumvent or otherwise bypass the Agency with the intent or effect of depriving the Agency of the Agency Fees.

2.4 All fees are exclusive of VAT. The Client is responsible for all corresponding fees related to the Bank transfer.

2.5 The Placement Fee becomes payable when a Candidate introduced by us accepts an Offer by the Client or the Client accepts a Counter-offer by a Candidate.

2.6 The Placement Fee will be calculated on the highest amount of the Annual Salary provided in any Offer or Counter-offer, regardless of the final terms formalised between the Client and the Candidate.

2.7 For the purposes of this section 2, "Offer", "Counter-offer" and "Acceptance" means any offer, counter-offer or acceptance of terms relating to a placement of a Candidate with the Client expressed in whatever form including, without limitation, oral, email, WhatsApp (or other social media), and voicemail and whether or not made subject to the parties entering into a formal or legally binding agreement. For the purposes of this section 2, "Full-Time" means 35+ hours per week and "Part-Time" means any contract up to 34 hours per week.

2.8 It is the responsibility of the Client to present a written contract to the Candidate before the starting day, if the Client wants the Candidate to sign it.

2.9 Payment in full of the Placement Fee is required within the stated payment terms, and in any case no later than 30 days from the date of invoice. Under no circumstances may the Candidate commence work before full payment has been received by the Agency. Until full payment is received, the placement shall not be confirmed.

2.10 If the Client changes the terms of the placement (including, without limitation, the level of overall remuneration or the hours of work) after: (i) a search was carried by the Agency under different terms or criteria and (ii) the Candidate has accepted an Offer and if the Candidate refused to accept the amended terms or criteria of the new Offer, the Agency will have no liabilities for the refusal of the Candidate to accepting the new Offer and the Placement Fee, calculated on the original Offer, will have to be paid by the Client in any event.

2.11 "Annual Salary" means for the purposes of the calculation of the Placement Fees the total of all the amounts referred to in this section whether they are paid or payable, directly or indirectly by or on behalf of the Client or any Connected Party of the Client to a Candidate or any Connected Party of the Candidate in the course of the first year of engagement of the Candidate and namely: any salary, wage, fee, remuneration, compensation, gratuity, reward, emolument, earnings, incentive, retainer, bonus, extra hours (if part-time), accommodation or holiday cost, any pension contribution (including without limitation any payment for annuities), any insurance or assurance premiums the benefits of which insurance include the payment of any financial sums or benefit, including premiums for life assurance, permanent health insurance, injury or personal accident insurance; and any payment of other sum or benefit in kind which the Candidate would not have received or be entitled to receive if it were not for his/her involvement with the Client.

2.12 “Connected Party” in relation to a Client or a Candidate means:

(i) any family member, dependent, civil partner or cohabitee of that Client/Candidate, where family member shall mean, in relation to that Client/Candidate: (A) a spouse or civil partner or any

other person living with that Client/Candidate in an enduring

family relationship; (B) children or step-children; (C) siblings; and (D) parents; (ii) any employee or agent or representative acting on behalf of that Client/Candidate, (iii) any body corporate in relation to which any of the categories of person referred to sub- paragraphs (i) and (ii) above is: (A) interested in shares comprised in the equity share capital of that body corporate of a nominal value equal to at least 10% of that share capital; or (B) entitled to exercise or control the exercise of more than 10% of the voting power at any general meeting of that body; and (iv) any company, trust, partnership, or other body, organisation or mechanism established or operating directly or indirectly in whole or in part for the benefit of or in respect of any or all of the categories of person referred to in this section.

2.13 The Client agrees to co-operate fully with the Agency in connection with any reasonable query relating to the assessment of the Annual Salary and to provide promptly at the request of the Agency copies all relevant documents and correspondence relating to any Offer, Counter-offer and Acceptance of a placement.

2.14 All Placement Fees are payable by bank to the Agency on the acceptance of the placement of the Candidate or within seven days from the date of invoice. Full payment is required before the Candidate commences work with the Client. A surcharge of 20% will be added to all fees not settled after 7 days of the invoice date. The Candidate will not commence employment prior to full settlement of the invoice. The Client will be held responsible for bypassing the agency in cases where the Client failed to inform the agency about the start of employment as mentioned in section 3.2 of these Terms and Conditions.

2.15 All invoices not settled within 30 days from the invoice date will be passed to the Debt collector which will result in additional charges.

2.16 The Client shall pay to the Candidate reasonable traveling expenses for the Candidates attending the interview with the Client. The expenses to be paid by the Client are subject to agreement by both parties before the Candidate attends the interview with the Client.

2.17 The Current Scale of Charges is subject to amendment and variation by the Agency. Any change to the Current Scale of Charges will be advised to the Client in writing.

2.18 Under no circumstances is the Placement Fee refundable after the client has approved the Candidate, the Candidate has accepted the offer of engagement with the Client and the Candidate is due to start or has started the engagement. Acceptance of an offer doesn't imply the signing of a contract, it is enough that the parties agreed and that they confirmed their will to the Agency, over the telephone or by email. Please refer to the “Replacement” section of these Terms and Conditions (clauses 6.1 to 6.6).

2.19 If another Agency sends the same profile of a candidate already sent by our Agency and if the Client wants to hire that specific Candidate, the Client has to pay the Placement Fee to our Agency as the effective cause of the placement and therefore who is entitled to the placement fee is the party

who sends the profile first after having obtained the Candidate’s permission to release her details to that specific Client for that specific vacancy.

ADDITIONAL FEES

3.1 In the event that the Client wishes to extend the duration of a Candidate's placement, an additional Placement Fee must be paid to the Agency. This fee covers the Full Agency Placement Fee, which is calculated based on a minimum period of 52 weeks. Furthermore, if the Client intends to increase the working hours of a Candidate, an additional Placement Fee must be paid to the Agency.

3.2 If the Client extends any placement of a Candidate without declaring it to the Agency with the intention of bypassing the additional agency fees, the Client must pay the Agency an additional Placement Fee in order to pay the full Agency Placement Fee plus 30% penalty surcharge.

3.3 If the Client converts a part-time placement of a Candidate into a full-time placement (legally or 'cash in hand' using the 'escamotage' of paying her extra hours) without declaring it to the Agency, with the intention of bypassing the additional agency fees, the Client must pay the Agency an additional Placement Fee in order to pay the full Agency Placement Fee plus 50% penalty surcharge plus £ 50 per week for each week of late payment, starting from the date the Agency will issue the invoice.

3.4 If one of our Candidates is solicited to work for the client with the intention of bypassing the Agency fees - in the event where the Client only hires a candidate for a trial or a temporary period or doesn't hire a Candidate following the initial introduction by the Agency (meaning: profile of the candidate sent by email and/or interview set up but cancelled, and/or interview done, etc.) but approaches the Candidate directly -not offering the employment through our Agency - then the Client shall be liable to pay the full Agency Placement Permanent Fee based on 52 weeks plus 50% penalty surcharge plus £ 50 per week for each week of late payment, starting from the date the Agency will issue the invoice.

3.5 If the Client approaches one of the Candidates already introduced by our Agency because another Agency sends through the same Candidate, the Client has to contact our Agency and pay the full Agency Placement Fee if he/she wants to hire that Candidate. The first Agency that presents a Candidate is the one that is entitled of the Placement Fee, even if the first introduction happened months or years before. If the Client approaches the Candidate through the other Agency and hires her, then the Client shall be liable to pay our full Agency Placement Fee plus 30% penalty surcharge.

3.6 Should the Client receive information about another Candidate from one of the Candidates previously introduced by our Agency, it is required that the Client contacts our Agency. If the Client decides to hire the additional Candidate, the full Agency Placement Fee must be paid.

CANCELLATION OF BOOKING

4.1 We will charge a cancellation fee equal to 25% of the full Placement Fee or two week's remuneration, whichever is the greater, if you withdraw an offer of engagement made to a candidate before the candidate has accepted the offer.

4.2 We will charge a cancellation fee equal to 50% of the full Placement Fee or four week's remuneration, whichever is the greater, if you withdraw an offer of engagement made to a candidate after the candidate has accepted the offer but before the candidate agreed start date.

4.3 We will charge a cancellation fee equal to 100% of the full Placement Fee if you terminate the engagement with a candidate after the candidate has accepted the offer and his/her agreed start date.

RESPONSIBILITIES OF THE CLIENT

5.1 The Client is responsible for clearly stating their precise requirements and expectations for the Candidate. They must provide comprehensive details regarding the nature of the work and the intended duration of the employment for which the Candidate is needed.

5.2 The Client, with reasonable co-operation from the Candidate, is responsible for obtaining all necessary work permits or visas where necessary. It is not the responsibility of the Agency. Any information provided by the Agency regarding visas and work permits is purely for information purposes and the Agency cannot accept responsibility if this information is incorrect or is no longer applicable.

5.3 The Client is responsible for arranging any appropriate medical examination of the Candidate and for checking the medical history of the Candidate.

5.4 The Client agrees to promptly inform the Agency upon a Candidate's acceptance of employment and provide the Agency with specific details regarding the start date, duration of employment, and agreed salary. The Agency will then verify the information provided by the Client with the Candidate.

5.5 If the Client has to delay the commencement of the employment of the Candidate, then the Client shall be liable to pay the Candidate the full agreed weekly salary from the agreed date to the date of actual commencement.

5.6 The Client has to follow all legal obligations, such as registration with HMRC, pay for Candidate's taxes and NI contributions, pay for Candidate's deposit in case of hiring a self-employed maternity nurse, etc.

5.7 The Client cannot introduce, directly or indirectly, a Candidate (whether prospective Candidate or one employed by the Client) to any third party.

5.8 Once the placement has been agreed and the invoice has been issued to the Client, the Client is responsible of arranging all the necessary steps in regards to the commencement of the employment: get in touch directly with the Candidate, send them a signed copy of the contract of employment, set a starting date, etc. In the event of any problematic related to communication with the chosen Candidate, the Client is responsible to inform the Agency.

REPLACEMENT

6.1 The provisions of clauses 6.2 to 6.6 are conditional upon the Client having paid the appropriate Placement Fee and any other charges under this agreement in full to the Agency, within the stated timeframe of receipt or prior to the commencement of employment of the Candidate; the working conditions and original job specification must not have changed and the Client must not be in violation of the Agency's Terms and Conditions.

6.2 Subject to clause 6.1, if the Candidate cancels an accepted placement prior to the commencement date with the Client, the Agency agrees to provide a substitute Candidate of similar qualifications (though not identical, as this may be impossible). No refund is provided.

6.3 The Agency fees are non-refundable. In the case of a PERMANENT POSITION, subject to clause 6.1, if the employment relationship between the Candidate and the Client is terminated BY THE CLIENT during the first 12 weeks (or 4 weeks in the case of self-employed candidates and crew placements), the Client must notify the Agency in writing within 5 days of the Candidate's departure. A substitute Candidate with a similar profile will be supplied at no additional cost. If termination occurs after this period, the Agency shall not be obligated to offer further Candidates without additional charge.

6.4 The Agency fees are non-refundable. In the case of a PERMANENT POSITION, subject to clause 6.1, if the employment relationship is terminated BY THE CANDIDATE during the first 12 weeks (or 4 weeks in the case of self-employed candidates), the Client must notify the Agency in writing within 5 days of departure. A substitute Candidate will be supplied at no additional charge. If termination occurs after this period, the Agency shall not be obligated to offer further Candidates without additional charge.

The replacement provisions for seasonal yacht crew placements are governed exclusively by clause 6.5.

6.5 The Agency fees are non-refundable. In the case of a SEASONAL YACHT CREW placement, subject to clause 6.1, if the employment relationship is terminated BY THE CANDIDATE or BY THE CLIENT within the first 4 weeks, the Client must notify the Agency in writing within 5 days. A substitute Candidate with a similar profile, based on the original Registration Form, will be offered at no additional charge. If termination occurs after 4 weeks, the Agency shall not be obligated to offer any replacement.

Alternatively, if the Candidate leaves without just cause or is dismissed with just cause within 90 days of the start date, the Client may opt to receive a credit instead of a replacement. The remaining value of the placement fee (pro rata) will be held as credit for a future placement, valid for 12 months. Whether just cause applies will be determined at the sole discretion of the Agency. Any days worked will be deducted from the credit using the Agency's temporary placement rates.

Temporary Crew Placement Warranty: No warranty or replacement is offered for temporary crew placements. Fees are calculated strictly on a time-on-board basis.

6.6 In the case of a non-yacht TEMPORARY HOUSEHOLD POSITION, subject to clause 6.1, if the placement ends within the first week (by either party), the Client must notify the Agency in writing within 5 days. A single substitute Candidate will be provided at no extra charge. If termination occurs after 1 week, no further obligation applies.

6.7 If the Candidate resigns due to a breach of contract or serious misconduct by the Client (including unsafe or abusive behaviour), the Agency accepts no responsibility and no replacement will be provided.

6.8 The Agency fees are non-refundable. In case of a PERMANENT POSITION, should the Candidate leave the employment within 12 weeks / 3 weeks in case of self-employed candidates from commencing such employment including trial period if one was requested, the Agency will offer replacement Candidates free of charge. The Agency shall be obliged to provide the Client with up to 3 candidate profiles for replacement. Such profiles will be selected based on the information originally provided in the Client's registration form and will be provided within 3 months of notification. The agency accepts no liability and is not obliged to offer a Replacement or any refund if the Client finds the portfolios unacceptable and does not want to engage any of the potential Candidates.

6.9 The Agency fees are non-refundable. In case of a TEMPORARY POSITION, should the Candidate leave the employment within 1 week from commencing such employment including trial period if one was requested, the Agency will offer replacement Candidates free of charge. The Agency shall be obliged to provide the Client with up to 1 candidate profile for replacement. Such profile will be selected based on the information originally provided in the Client's registration form and will be provided within 1 months of notification. The agency accepts no liability and is not obliged to offer a Replacement or any refund if the Client finds the portfolios unacceptable and does not want to engage any of the potential Candidates.

6.10 The free replacement search will be terminated by the Agency after 3 months from the opening day in case the Client won't be proactive in contacting the candidates and/or in getting in touch with the Agency giving a feed-back on the profiles sent. The Agency is not responsible if the Client will lose the candidates because the Client is not contacting them in a reasonable short period of time. The Client acknowledges that there is a high competition in the domestic staff market, where private families and private offices are constantly and actively looking for qualified staff.

6.11 The Agency will offer replacements only if the following conditions have been satisfied:

- The Client has paid for the placement fee in full within the time frame stated on the invoice.

- The Client has notified the Agency of the termination of employment of a candidate in writing within 5 days of termination.

- The Candidate has not cancelled the engagement due to unreasonable requirements or incorrect behaviour by the Client.

- The Client has not changed the employment conditions, such as working hours, location of employment and duties as originally agreed by the Candidate and Client in the contract.

- The working conditions of the Candidate, including satisfactory and hygienic living conditions in the case of live-in positions, as well as the Client's treatment of the Candidate, were deemed acceptable. The final determination regarding this matter rests with Tailored Staff Agency.

- The Client was not physically or verbally aggressive towards the Candidate or Agency's representative.

- The Client followed their legal obligations, such as registration with HMRC, paid for Candidate's taxes and NI contributions (proof must be provided- e.g., Candidate’s last payslip), paid for Candidate's deposit in case of hiring a self-employed maternity nurse.

- The Client paid the candidate, for all the hours worked, at least the National Minimum Wage and New Living Wage. The amount of the NMW/LW is determined by a candidate’s age and the rates change every April.

6.12 If the Client was offering the candidate a lower salary that was not market-related, the Agency is not responsible if no other candidate will apply for the role at the same lower salary. The Agency will only present candidates who are accepting market-related salaries.

6.13 Please note that once the Client advises the agency to look for a replacement Candidate and then finds a new Candidate via another source, the Agency will not offer any further replacements.

6.14 There is NO Free Replacement for Trials.

6.15 There is NO Free Replacement after a Free Replacement has already been done.

LIABILITY

7.1 Under no circumstances can the Agency be held responsible or held liable for any loss, damage, delay, inconvenience, problems, death, injuries, or accidents experienced or endured by the Client, the Client's family, servants, or the Client's assets. This includes incidents occurring directly or indirectly during the employment or introduction of the Candidate, allegedly arising from the actions or character of the Candidate introduced by the Agency. The Agency also excludes liability, to the extent permitted by law, for any services provided, even if such acts or omissions are deemed negligent, fraudulent, or dishonest.

7.2 The Agency's liability, regardless of the cause (whether it be breach of contract, negligence, or breach of statutory duty), under or in connection with these Terms and Conditions, is limited to the amount of the Placement Fee paid by the Client. This limitation on liability serves to establish the maximum financial responsibility of the Agency as outlined in these Terms and Conditions.

7.3 The Agency does not employ the Candidates introduced and any Contracts of Employment entered into between the Client and the Candidate are between those persons directly. The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in their respective country as well as the civil and criminal laws of their state and country. The Agency is not responsible for any non-compliance the Client or the Candidate or for any other loss which it is not permitted to exclude under law such as negligence and/or wilful misconduct.

7.4 The Agency cannot guarantee that a Candidate will complete his or her proposed length of stay or engagement with the Client.

7.5 The Agency will not supply a replacement Candidate (or give any future discounts) if the Client has been in breach of any of the Agency's Terms and Conditions. Neither will any replacement or refund apply if the Client changes the specifications of the position after the original placement has been made.

TERMINATION

8.1 No replacement Candidate will be provided by the Agency if statements in the Family Profile Registration Form prove untrue and/or the conditions undertaken are not adhered to. The Agency will terminate its relationship with the Client should they find that the Client is in breach of any of the Agency's Terms and Conditions.

8.2 The Client who registers with the Agency accepts to lose the right to cancel the contract with the Agency and to ask any refund within 14 days from the day the Client submits the Client Registration Form on line if the placement has already been made by the Agency. This acceptance is necessary as the Client is asking for a search to start immediately. If no placement has been made and no fee has been paid to the Agency, then the Client has the right to cancel the contract writing an email to the Agency.

LEGAL

9.1 These terms of business are covered by English law and all disputes arising out or in connection therewith shall be subject to the jurisdiction of the English courts.