

Majestic Domestic

CLIENT TERMS & CONDITIONS OF BUSINESS (v12 Jul 2024)

Name:

Client ID:

Definitions

- **Agency** - Majestic Domestic Ltd. 25 Buttermere, Great Notley, Braintree. CM77 7UY. Reg No: 9953334. Incorporated: 15/01/2016.
- **Client** - The person/ firm/ company or other body corporate or unincorporated having requested the use of the Agency's services.
- **Candidate** - An individual or couple introduced to the **Client** by the **Agency**
- **Fee** - The fee payable by the **Client** to the **Agency** for introducing the **Candidate**.

1. ALL PLACEMENTS

1. The Client must decide at the outset, whether the placement they are seeking is a Permanent or Temporary Placement.
2. Fees for a Candidate are payable if the Client engages the Candidate at any time within 12 months of introduction or the client introduces the Candidate to any third party within 12 months of introduction.
3. If a Client increases the hours and/or salary of the Candidate by more than 5% within 12 months of the Candidate beginning their Placement, the Client agrees to pay the difference between the Fee already paid, and a recalculated Fee based on the increased gross salary..
4. All fees specified are excluding VAT. VAT will be added to all invoices.

2. PERMANENT PLACEMENTS

1. Must have a start date.
2. Interviews will be via zoom, and then face to face, and then up to a 2 week Trial Period.
3. The Agency Fee for the Trial Period is **£100**, payable in advance.
4. If the Candidate is subsequently engaged, the Permanent Placement Fee will due, calculated as **% of the Candidate's Gross Annual Salary**, payable withing 7 days of the end of the Trial.
5. The Client is responsible for paying the Candidates salary directly.
6. If the arrangement between the Client and the Candidate changes to be a Temporary placement, the Permanent Placement Fee as defined above, will still be due, payable immediately.

3. REFUND/REPLACEMENT

3.1 Applicability

The refund/replacement clause is applicable, only when **ALL** of the below terms are true.

1. The placement is a Permanent Placement.
2. The Client or the Candidate decides to terminate their engagement (for any reason) within 6 weeks of engaging them (calculated from the end of the 2-week trial)
3. The Client has notified the agency in writing/email.
4. The Client has issued the Candidate with a contract.
5. The Client has no outstanding unpaid invoices to the Agency.
6. The Client can provide proof of payment of the Candidates Net Salary.
7. The Client can provide proof of payment to HMRC of the Candidates Tax and National Insurance contributions.

3.2 Terms

1. The Client can choose to either:
 - Ask the Agency for a refund of the fee paid, based on the Refund Schedule below, or

OR

- Ask the Agency to endeavour to find a replacement candidate for no additional fee. The Agency will endeavour to find a replacement candidate for a period of two weeks. If a replacement candidate is subsequently terminated or leaves for any reason, no further candidates or refunds will be entertained.

3.3 Refund Schedule

Time Period	Refund Amount
<= 1 Week	60%
<= 2 Weeks	50%
<= 3 Weeks	40%
<= 4 Weeks	30%
<= 5 Weeks	20%
<= 6 Weeks	10%
>= 6 Weeks	0%

4. TEMPORARY PLACEMENTS

1. Must have a start date and an end date
2. They may have a potential monthly extension is agreed by the Client, the Candidate and the Agency.
3. Interviews will be via zoom, and then face to face.
4. There is no Trial Period.
5. The Agency Fee is calculated as **£25 per day** the Candidate works with the Client, or **15% of the candidates gross daily salary, whichever is higher.**
6. The Agency Fee is subject to a **minimum of £500** per person.
7. The Agency Fee is payable in advance.
8. The Client is responsible for paying the Candidates salary directly.
9. If the arrangement between the Client and the Candidate changes to a Permanent Placement, the Permanent Placement fee will be due, payable immediately, on top of the Temporary Placement Fee already charged.

5. GENERAL TERMS

1. By asking the Agency to source a Candidate or by interviewing or engaging one of the Agency's Candidates (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.
2. All information regarding Candidates is strictly confidential and will not be distributed by the Client to any third party.
3. If the client attempts to or does engage the Candidate at any time within 12 months of introduction or the client introduces the Candidate to any third party within 12 months of introduction, without notifying the

Agency and without the Client paying the appropriate Agency Fee, a) the Agency Fee due will be calculated based on a permanent engagement irrespective of how the client utilised the candidate, and b) the Agency will increase this Agency Fee by 100%.

4. The Agency reserves the right to charge interest on overdue payments at a rate of 1% per calendar month from the due date until payment is met in full including accrued interest.
5. The Client undertakes to provide either a letter or contract of employment to the Candidate, 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.
6. For Trials, Permanent and Temporary Placements, the Client is responsible for the payment of the Candidate's Salary, Income Tax, National Insurance Contributions, and the Client's National Insurance Contributions.
7. Whilst the Agency endeavours to introduce suitable Candidates to the Client, it cannot guarantee the suitability or that all the information regarding any Candidate is accurate and does not accept liability for any misrepresentation, loss, damages, claims or expenses concerning Candidates introduced or any consequences, either direct or indirect.
8. Although the Agency interviews and checks references for potential Candidate the Client, has sole responsibility for obtaining a validating reference, qualifications and, if necessary, medical information and right to work status to satisfy themselves of the Candidate's legality and suitability.
9. The Client shall advise the successful Candidate of any special health and safety requirements, and shall be liable for any injury, loss or damage to a Candidate while under their direction or control.
10. If a temporary booking is extended, the Client must inform the Agency so that an amended fee can be charged.
11. The Agency 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.
12. This Agreement is governed by English law and all parties submit to the Jurisdiction of the English Court.
13. Please Initial each page, and sign and date below to indicate that you have read all pages and that you accept and agree with the terms and conditions contained herein.

I hereby acknowledge that I have read, understood and agree to the above terms and conditions.