

GREEN BALZE DOOR

Staffing the world's most discerning homes

TERMS OF ENGAGEMENT

FULL TIME EMPLOYMENT

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ENGAGEMENT OF SERVICES

The Client:

Address:

Telephone Contact:

We thank you for requesting the services of Green Baize Door Ltd ("Green Baize Door") to source the following domestic and private household staff:

Job Title(s):(the "Vacancy")

OUR SERVICES

Green Baize Door will endeavour to present professional Candidates (each a "Candidate") for the Vacancy who hold suitable experience gained from working in the domestic staff industry and/or commercial hospitality environments.

Candidates presented by Green Baize Door will have been sourced and interviewed by us, or our contractors. Green Baize Door will endeavour to check every reference, and to verify employment history and criminal background information. However, Green Baize Door will not necessarily approach recent or present employers for a reference unless the Client, or their authorized representative(s), offers the Candidate a position that has been accepted. Final responsibility for obtaining and verifying references and proof of qualifications lies with the Client.

While Green Baize Door is here to assist the Client in relation to filling the Vacancy, the Client must rely solely on their own judgement to decide if they wish to employ Candidates presented by Green Baize Door. Green Baize Door cannot guarantee that Candidates will be presented, that they will be suitable for the Vacancy or that they will be considered appropriate by the Client.

The Client is responsible for:

1. obtaining any certificates of sponsorship or permit needed to enable the Candidate to work at the required location;
2. ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law; and
3. agreeing the terms and the duration of the employment contract with the chosen Candidate. On request, Green Baize Door can supply template employment contracts.

Specialist Domestic Staff Recruitment | Projects | Consultancy

1st Floor Mappin House
Oxford Street
London W1W 8HF

+44 (0)7771-985-185
info@greenbaizedoor.com
www.greenbaizedoor.co

Company No: 5460311
Registered in England and Wales
Registered Address: 17 Whitgift House,
Whitgift St. London SE11 6AG

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PLACEMENT FEE

If the Client employs a Candidate within 24 months after the date of original referral by Green Baize Door, the following Placement Fee will be payable by the Client:

Option	Placement Fee
Standard -	<p>16% of the Annual Gross Salary (of the Candidate[s] presented by Green Baize Door) + VAT when applicable.</p> <p>Exclusivity 12% of the Annual Gross Salary (of the Candidate[s] presented by Green Baize Door) + VAT when applicable.</p>

The Placement Fee is earned when an employment offer is made by the Client and accepted by a Candidate introduced by Green Baize Door. The Placement Fee is due upon receipt of the invoice from Green Baize Door, which must be paid no later than 15 days after the Candidate commences work (the "Start Date"). For international placements, the Client must pay the Placement Fee before the Start Date.

The Client agrees to notify Green Baize Door if a Candidate presented by Green Baize Door is either:

1. accepted for employment by the Client; or
2. as a result of a referral from the Client employed by a third party.

The Client agrees to pay the Placement Fee for the Candidate in question in both of the above scenarios.

Each Engagement Fee covers one Candidate only. If the Client engages more than one Candidate introduced by Green Baize Door, a Placement Fee will be payable for each of them, even if the initial instruction only envisaged the filling of one Vacancy.

The Placement Fees include all ordinary expenses. If any extraordinary expenses such as travel or advertising costs are required, Green Baize Door will agree them with the Client in advance and charge them separately.

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EXCLUSIVITY

If the Client has selected the Exclusivity Option in consideration for the lower Placement Fee, then the Client agrees to refrain from engaging any other person, organisation or company to help recruit Candidates for the same Vacancy.

GUARANTEE

If a Candidate is employed by the Client and then either leaves employment or is dismissed for any reason within the first 90 days, (the "Replacement Term"), the Client will be eligible for a free replacement provided that the Client notifies, in writing, of the termination within the Replacement Term. The Client is eligible for one free replacement for each job order filled by Green Baize Door. There is no limit to the number of Candidates the Client may interview. If a suitable Candidate is not found within 90 days after notification by the Client of the need for a replacement, the Client may choose to have a credit on file, for the full amount of the Placement Fee (the "Placement Credit").

The Placement Credit may be used for any services of Green Baize Door, but expires 2 years after the Employee's Start Date. Once a Candidate is placed, the Placement Credit is expended. Should the Client, or their agents, hire a replacement member of staff from a third party, to replace a Candidate presented by Green Baize Door without giving Green Baize Door a minimum of 30 days written notice to present alternative Candidates, or decides not to utilise the replacement service, then Green Baize Door reserves the right to offer a Placement Credit.

LIABILITY

Neither Green Baize Door nor any of its contractors will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with:

1. the introduction or the engagement of a Candidate;
2. any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
3. any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
4. any loss, injury, damage, expense or delay suffered by a Candidate;

unless Green Baize Door has received the Placement Fee for the Candidate in question and such loss, injury, damage, costs or expenses are the direct result of a breach of this agreement by Green Baize Door or its contractors.

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Except in the case of death or personal injury caused by Green Baize Door's negligence, the total liability of Green Baize Door under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the Placement Fees paid or due to be paid by the Client to Green Baize Door for the assignment in question.

Green Baize Door further excludes all liability for indirect or consequential loss or damage, any economic loss, loss of turnover, profits, business, reputation or goodwill.

The Client agrees to indemnify and hold harmless Green Baize Door and its contractors from and against all demands, claims, proceedings, penalties, fines, liability (whether criminal or civil, in contract, tort or otherwise), damages, costs and expenses (including legal expenses) arising out of or in connection with any loss, injury, expense or delay suffered or incurred:

1. by a Candidate; and/or
2. by anyone else arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

and that arises directly or indirectly out of or in any way connected with the introduction, engagement or use of a Candidate, the withdrawal by the Client of a Vacancy, any information supplied by the Client or the Client's breach of this agreement.

MISCELLANEOUS

The Client agrees to keep the names and details of all Candidates confidential. The Client undertakes not to disclose any introductions or Candidates details to third parties. If they do so, it can only be with the permission of Green Baize Door.

This agreement constitutes the entire agreement between the parties with regard to its subject matter and no other terms, conditions, warranties (unless fraudulent) will apply. Each party acknowledges that in entering into this agreement it does not do so on the basis of, and does not rely on any representations, unless made fraudulently, warrant or other provision not expressly contained in this agreement.

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This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute or claim.

Your signature below signifies your understanding and consent to the terms of this agreement

Client Name (Please print)

Signed.....

Name of signatory..... (Please print)

Position at the Client (If applicable)

Dated

PLEASE SCAN AND RETURN BY EMAIL

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