

### Agency Work Agreement

This Agency Work Agreement is made between "Duke & Duchess International", known as "Agency," and The applicant, henceforth known as "Candidate".

#### Our Terms and Conditions

These Terms and Conditions of Business are the legal agreement between "Duke & Duchess International" (Agency) and an applicant (the Candidate). The Terms and Conditions are deemed to be accepted by the Candidate upon registering with The Agency.

#### 1. Subject matter of this Agreement

- 1.1. The Agency shall, at the request of the Candidate provide the following service, hereinafter "service": the matching and presentation of suitable Clients and vacancies to the Candidate.
- 1.2. The Agency cannot guarantee employment to the Candidate.

#### 2. Definitions and Interpretation

"**Agency**" shall be "Duke & Duchess International" whom provides the Candidate with the services of selection of suitable vacancies.

"**Agreement**" means the agreement for the provision of service by the Agency to the Candidate in the matching and presentation of suitable vacancies and Clients.

"**Candidate**" shall be any person, nanny, manny, babysitter, maternity nurse, governess, teacher, tutor, PA, PT, house manager or housekeeper, to whom the Agency introduces to the Client as being available for work on hire, on a temporary or a permanent basis, whether full-time or part-time.

"**Client**"- shall be any person, family, parent or third party appointed by such person whom is registered with the Agency and seeking to employ a Candidate.

"**Candidate Registration Form**"- means the online form composed by the Agency and completed by the Candidate online, in which the basic details of the Candidate are provided.

"**Candidate Profile**" means the form composed by the Agency in which the education, skills and experience of the Candidate is described in detail. The Candidate Profile is subsequently presented to Clients.

"**Introduction**" means any action taken by the Agency, which leads to the employment of a Candidate by the Client including, but not limited to the Clients interview of a Candidate in person or by telephone, or the passing by the Agency to the Client of a Candidate Profile or other information, which identifies the Candidate.

"**Services**" means the matching and presentation of suitable Clients and vacancies to the Candidate in accordance with this Agreement.

"**Contract of Engagement**" means the agreement made between the Client and the Candidate that describes and outlines the duties, responsibilities, schedule, terms and conditions of remuneration and accommodation as well as exact requirements and period of employment of the Candidate.

#### 3. Agreement

- 3.1. The Agency Work Agreement between the Agency and the Candidate shall come into force immediately upon registering.
- 3.2. This Work Agreement is a legal agreement between the Agency and the Candidate.
- 3.3. By providing details and registering with the Agency either verbally or through written instruction, the Candidate acknowledges and accepts these Conditions. Any and all business undertaken by the Agency is carried out subject to these Conditions.
- 3.4. These Conditions shall apply to both permanent and temporary positions unless otherwise stated.

#### 4. Responsibilities and Liability of the Candidate

- 4.1. The Candidate understands that the Agency is a referral and matching service only that provides its Clients with information respecting potential Candidates in exchange for a placement fee.

##### REGISTRATION

- 4.2. The Candidate agrees to release personal and contact information to the Agency that is complete, true and accurate. The Candidate will also provide full details of previous work history including contactable references on the Agency's request.
- 4.3. The Candidate agrees to provide the Agency additional documentation in support of their registration such as educational certificates, references, DBS, First Aid and any further requested documentation.
- 4.4. By submitting data to the Agency and/or using the website [www.dukeandduchess-int.com](http://www.dukeandduchess-int.com) Candidates give consent that all personal data submitted may be used and/or processed for the purposes of the Agency.
- 4.5. There is no charge for the Candidate to join the Agency. There is no contract or obligation for the Candidate to remain with the Agency for any specific time frame. The Candidate must inform the Agency immediately in writing if they no longer wish to use the services of the Agency.

##### INTERVIEW

- 4.6. The Candidate agrees not to disclose the following information to prospective Clients at the interview stage: full name, phone number, email address, postal address or any other forms of contact enabling the Client to contact Candidate directly.
- 4.7. No contact will be made by Candidate to the Client, Family or any third party with regard to negotiations and organisation of meetings or interviews, and will never be made directly without the prior consent of the Agency.
- 4.8. All discussions with a Client with regard to any position will be made directly by the Agency on behalf of the Candidate. Any developments with regard to any position will be discussed in detail with the Candidate and requests for meetings, interviews or trials will only be arranged with the Candidates prior consent. During all discussions with any interested Clients, all enquiries and questions will be conducted through the Agency.
- 4.9. The Candidate agrees not to accept employment offered directly by the Client in an attempt to avoid The Client paying the relevant Agency Fee's. Candidates will be liable for applicable Agency Fee's in this case.

##### GENERAL

- 4.10. In the case when The Candidate refuses to attend a meeting, trial period or lesson after accepting such offer The Candidate shall be responsible and liable for the reimbursement of all transport and visa related expenses concerned with the organisation of this meeting, lesson or trial period.
- 4.11. In the case when The Candidate attends a trial period or interview The Candidate will be responsible for the cost of additional expenses not agreed by the client in advance.
- 4.12. The Agency and the Candidate acknowledge that there is no employee/employer relationship between them.
- 4.13. The Candidate cannot work for other Clients using the Agency name and reputation.
- 4.14. The Candidate is under no legal obligation to work for a particular Client, and may request to be placed in another placement at their discretion. The Candidate hereby releases the Agency and its officers, agents, employees, and affiliates from all claims, liabilities, injuries, demands, suits, actions, causes of actions of every kind arising out of or resulting from the action of the Agency or the release of any information by the Agency.
- 4.15. The above parties agree that the Agency shall not be liable to the Candidate, or to any other person, including, but not limited to the Candidate's family or their successors, heirs and assigns, or any other person, for incidental or consequential losses, damages or expenses, directly or indirectly arising from any action or failure to act by a Client.

- 4.16. The Candidate acknowledges having read, understood and agreed to the terms and conditions of this agreement which are set forth in this agreement.
- 4.17. The Candidate must be willing to sign a Confidentially/Non-Disclosure Agreement provided by the Client prior to starting the role if required.
- 4.18. The Agency endeavours to establish the suitability of any Candidate for introduction to the Client by evaluating the documents in respect of Candidate's education and taking up a minimum of three references from each Candidate. In consenting to this Agreement, the Candidate gives his/her permission for the documents and references to be obtained and/or confirmed to be true and accurate.
- 4.19. The Candidate must notify the Agency immediately should he/she be offered employment directly or indirectly through the Client or should the Client contact the Candidate directly without the Agency's permission.
- 4.20. The Candidate must discuss and agree the wages (for trial, temporary, permanent work) and all working conditions directly with the Client during their interview stage, and request to the Client that the Client signs a Contract of Engagement prior to beginning any type of work --- trial, temporary or permanent. The Agency will not be held responsible for negotiating any wages, loss of wages, termination of employment, and changes in the working conditions that result or may result from working for the Client.
- 4.21. The Candidate will not commence employment until the Agency Fee has been paid in full by the Client.

### 5. Responsibilities and Liability of the Agency

- 5.1. The Agency shall use reasonable endeavours to provide the Candidate with suitable vacancies, but does not guarantee employment.
- 5.2. The Agency does not employ any of the Candidates directly or indirectly. Candidates are introduced to Clients and will be always employed by the Client.
- 5.3. The Candidate's information will be released only to Clients by a person employed by the Agency. Under no circumstance will the Agency release the Candidate's personal or contact information to any third parties, or disclose it to prospective Clients on its website, as per its Privacy Policy, without the Candidate's approval.
- 5.4. The Agency has the right to terminate the agreement with the Candidate at any time, for any reason, including but not limited to unprofessional conduct, misrepresentation of the Agency image and company name, inaccurate personal details.
- 5.5. The Agency does not provide any representations or warranties to the Candidate regarding any Client. The Agency provides only an introduction service between the Candidate and prospective Clients and will refer their name and portfolio to suitable Clients. The Agency cannot guarantee a Candidate will be interviewed or hired by any prospective Clients, nor can the Agency warrant the length of employment the Candidate will have once hired.
- 5.6. The Agency reserves the right to change or add to the above Terms and Conditions without prior notification.
- 5.7. The Agency shall not be liable for:
  - 5.7.1. Any direct/indirect loss or damage suffered by the Candidate or any third party caused as a result of any negligence or breach of contract;
  - 5.7.2. Any loss, damage, expense or compensation suffered or incurred of any nature by the Candidate, arising directly or indirectly from an act or omission by any Client introduced to the Candidate by the Agency.
  - 5.7.3. The conduct of a Client either before or during the Candidates employment of the candidate.
- 5.8. Time for commencement shall not be of the essence of the Agreement and the Agency shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

- 5.9.** The Agency cannot be held responsible for negotiating any wages, loss of wages, termination of employment, and changes in the working conditions that result or may result from working for the Client.
- 5.10.** The Agency is not liable for any violation of any Applicable Laws, committed by either the Client or the Candidate.

### **6. General provisions**

- 6.1.** Neither party may assign transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.
- 6.2.** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing.

### **7. Agency details**

Duke & Duchess International

Duke & Duchess International is a trading name of DDI Partners Ltd.

Company Registration Number: 8811424

Registered in England & Wales.

Registered Office: North East Suffolk Business Centre, Pinbush Road, NR33 7NQ

[www.dukeandduchess-int.com](http://www.dukeandduchess-int.com)

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