GOVERNESS, TUTOR & NANNY AGENCY DUKE & DUCHESS INTERNATIONAL

Candidate Terms of Business

Overview

These Terms outline the relationship between Duke & Duchess International (hereafter referred to as "the Agency") and the Candidate.

By providing details to the Agency either verbally, through written instruction, or via online submission, the Candidate acknowledges and accepts these Conditions. Any and all business undertaken by the Agency is carried out subject to these Conditions.

1. Services Provided

- 1.1 The Agency will present the Candidate with suitable vacancies based on their experience and preferences.
- 1.2 The Agency does not employ Candidates and makes no guarantee of interviews or placement.
- 1.3 Registration is free of charge and without obligation.

2. Definitions

For the purposes of this Agreement:

- Agency: Duke & Duchess International, trading as DDI Partners Ltd.
- Candidate: Any individual who registers with the Agency seeking employment.
- **Client**: Any individual, family, or third party registered with the Agency seeking to employ a Candidate.
- **Services**: The introduction and referral of suitable Clients and vacancies to the Candidate.
- **Introduction**: Any presentation of a Candidate to a Client by the Agency that leads to an interview, trial, or employment offer.
- **Contract of Engagement**: The formal agreement between the Candidate and the Client outlining the employment terms.

3. Commencement of Agreement

- 3.1 Online registration, email introductions, and applications constitute acceptance of all terms herein.
- 3.2 The Agency may update these Terms with 30 days' notice.

4. Scope of Services

- 4.1 The Agency will refer the Candidate to Clients based on suitability and availability.
- 4.2 The Agency does not guarantee employment, interviews, or contract duration.
- 4.3 The Candidate is not obliged to accept all offers.

5. Candidate Responsibilities

Registration

- 5.1 Provide truthful and complete personal, educational, and professional details.
- 5.2 Submit supporting documents (e.g., ID, certificates, DBS, references) upon request.
- 5.3 Inform the Agency immediately of any changes to availability or contact details.
- 5.4 Candidates are responsible for ensuring they are fully document-ready, including holding a valid passport, appropriate visa(s), and up-to-date vaccinations as required by international or Client-specific standards.

Reference Verification

- 5.5 The Candidate permits the Agency to contact and verify all professional references provided.
- 5.6 References that the Candidate does not wish to be contacted at the point of registration must be notified at the time of submission.
- 5.7 The Candidate understands and accepts that no job offer can be made, nor can any representation be made to a Client on their behalf, without satisfactory reference checks being completed.
- 5.8 Failure to disclose restrictions on reference checks during registration may result in suspension or termination of representation by the Agency.

Standards of Professional Conduct

- 5.9 Candidates are expected to engage fully in the job search process with professionalism and respect. This includes timely responses to Agency communication, prompt provision of an up-to-date CV when requested, and transparency about any relevant circumstances.
- 5.10 Candidates must inform the Agency of any concurrent job applications, trials, or offers that may impact their availability.
- 5.11 Failure to respond to opportunities, provide essential information, or maintain clear

and timely communication may result in the suspension or termination of representation. 5.12 Repeated non-responsiveness, failure to attend confirmed interviews or trials without valid reason, rudeness to Agency staff, or poor conduct during interviews or trials will be considered serious breaches of professional standards. Such conduct may result in the Candidate being removed from the Agency's database and no longer considered for future roles.

5.13 Candidates must uphold high standards of safety and professional behaviour at all times while on duty or representing the Agency. This includes refraining from smoking, vaping, or consuming alcohol during working hours, on work grounds, or while in the presence of the Client or their family. Any conduct deemed inappropriate, unsafe, or unprofessional may result in immediate removal from the Agency's database.

Confidentiality & Conduct

- 5.14 Do not disclose personal contact details to Clients at any stage prior to formal introduction by the Agency.
- 5.15 Do not contact Clients directly for interviews, trials, or negotiations. All communications must go through the Agency.
- 5.16 Respect confidentiality and, if required, sign a Client-supplied NDA prior to starting a role.
- 5.17 Do not share any Client information with third parties in an attempt to bypass the Agency or its services.
- 5.18 Do not disclose the location or personal details of Clients, their families, or associates to any third party or on any social media platform without the prior written consent of the Client.

Transparency & Integrity

- 5.19 Inform the Agency of all direct or indirect contact from Clients.
- 5.20 Do not accept employment offered outside the Agency's process to avoid Agency fees. Any such action will result in the placement fee being charged directly to the Candidate, payable within 7 days. Unpaid invoices will be handled by the Fraud and Debt team.
- 5.21 Refrain from working under the Agency's name without consent.
- 5.22 Report promptly if offered a job directly by a Client or if approached by someone connected to a Client working outside of the Agency processes.

Trials & Interviews

- 5.23 Do not miss or cancel agreed interviews, trials, or meetings without sufficient notice.
- 5.24 You are liable for travel or visa expenses incurred from last-minute cancellations.
- 5.25 Expenses related to interviews or trials must be pre-agreed.
- 5.26 Feedback to the Agency must be provided immediately following any interview or trial, including first impressions, concerns, and interest in securing the position.

Agency Fee Enforcement

5.27 You must not commence employment until the Agency confirms receipt of the placement fee from the Client. If you do, the fee will be charged to you.

Responsibilities During Employment

- 5.28 Candidates are required to maintain regular contact with the Agency throughout their employment with a Client. This enables the Agency to carry out periodic wellbeing check-ins and review discussions to ensure ongoing satisfaction and support.
- 5.29 If a Candidate decides to terminate their employment early or is terminated early, they must inform the Agency immediately.
- 5.30 Should the Candidate and Client agree to extend the duration of the original contract, the Candidate is obligated to inform the Agency without delay.

Placement Flexibility & Release of Liability

- 5.31 The Candidate is under no legal obligation to accept or remain in a placement with any particular Client and may request to be considered for alternative opportunities at their discretion.
- 5.32 The Candidate agrees to release the Agency, its officers, employees, agents, and affiliates from all claims, liabilities, demands, suits, and actions arising out of or relating to the Agency's services, including but not limited to the release of information to Clients or actions taken in good faith under this Agreement.
- 5.33 The Candidate acknowledges and agrees that the Agency shall not be liable to the Candidate or to any third party, including but not limited to the Candidate's family, representatives, heirs, or assigns, for any incidental or consequential losses, death, damages, or expenses arising directly or indirectly from any act or omission of a Client, including but not limited to a Client's conduct before, during, or after employment.

6. Agency Responsibilities

- 6.1 Act in good faith to match the Candidate with appropriate roles.
- 6.2 Assess Candidate suitability through document review and a minimum of three references
- 6.3 Introduce Candidates to Clients and manage all communication until formal employment begins.
- 6.4 Maintain confidentiality and never share Candidate details with third parties without consent.
- 6.5 Provide accurate and timely updates regarding potential placements.
- 6.6 The Agency reserves the right to terminate the Candidate's registration at its sole discretion. Grounds for termination may include, but are not limited to: repeated non-responsiveness, unprofessional conduct, misrepresentation of personal or professional information, behaviour that negatively impacts the Agency's reputation, and disrespectful or inappropriate communication with Agency staff or Clients.
- 6.7 Not liable for Client behaviour, employment duration, wage negotiations, or working conditions.

6.8 Not liable for any violation of applicable laws committed by either the Client or the Candidate, including but not limited to immigration, tax, employment, or health and safety regulations.

7. Data Protection

- 7.1 The Candidate is the data controller; the Agency is the data processor under UK GDPR.
- 7.2 The Candidate consents to the processing and sharing of relevant information with potential Clients for the purposes of representation. Candidate data will only be processed as needed to deliver recruitment services.
- 7.3 Personal data will not be retained longer than necessary.
- 7.4 The Agency implements appropriate data security and confidentiality protocols.
- 7.5 The Candidate may request a copy of the Agency's Data Protection Policy or raise a concern via info@dukeandduchess-int.com.

8. General Terms

- 8.1 No employment relationship exists between the Agency and the Candidate.
- 8.2 Neither party may transfer its rights or obligations without written consent.
- 8.3 All notices must be submitted in writing via email.

9. Agency Details

Duke & Duchess International

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

Company Registration Number: 8811424 – Registered in England & Wales

Office: Holborn Gate, 330 High Holborn, London, WC1V 7QH

www.dukeandduchess-int.com London: +44 20 3874 6767