



**TERMS & CONDITIONS OF BUSINESS**  
**PERMANENT STAFF**



These Terms and Conditions of Business are between Eden Domestic Services. and an employer (the Client) and are deemed to be accepted by the client by virtue of the use or engagement of a person (the Applicant) introduced or supplied to the Client by Eden Domestic Services.

All and any business undertaken by Eden Domestic Services. is transacted subject to the conditions hereinafter set out, each of which shall be incorporated and implied in any agreement between Eden Domestic Services. and its Clients.

In the event of conflict between these conditions and any other Terms and Conditions the Former shall prevail unless expressly agreed to the contrary by Eden Domestic Services. in writing.

1. The Client shall notify Eden Domestic Services. immediately an Applicant introduced or supplied by Eden Domestic Services. is engaged by the Client. As a result of such engagement, the Client agrees to pay an introduction fee in accordance with Eden Domestic Services. Scale of Fees. (Refer to where covered).
2. Eden Domestic Services. will introduce an Applicant to carry out work for the Client of such a nature as the Client shall notify Eden Domestic Services. when placing its order for an Applicant. When placing its order for an Applicant, the Client shall specify its exact requirements by providing full details of the type of work for which the Applicant is required. A client visit will be offered to discuss and validate all aspects of the position.
3. Eden Domestic Services. will endeavour to ensure but does not guarantee the suitability of any Applicant introduced or supplied to the Client. The Client shall notwithstanding satisfy himself as to the suitability of any Applicant and shall take up any references provided by the Applicant and/or Eden Domestic Services., before engaging the Applicant. The Client shall be responsible for obtaining work and other permits and for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and qualifications as may be required by law.
4. Eden Domestic Services. accepts no liability whatsoever for any loss or damage of whatever nature arising directly or indirectly from any act or omission of any Applicant introduced by Eden Domestic Services., even if such act or omission is negligent or fraudulent.
5. Introduction fees for Applicants which are non-refundable shall be based on the salary calculated at an annual rate agreed to be paid to the Applicant his or her new employer at the commencement of the new employment. Salary is deemed to be all taxable remuneration including any weighting allowance, guaranteed overtime, guaranteed commission, bonus or any similar payment. The appropriate introduction fee is as per the scale of fees below.
6. In the event of any Applicant, and/or the Client lawfully terminating the engagement and the applicant leaving the employment within eight weeks of the date upon which the Applicant commenced work for the Client, then the Client will receive a free replacement guarantee. In the event of the client making alternative arrangements Eden Domestic Services. will provide a free replacement guarantee any time in the future. This means that every effort will be made to provide a suitable replacement with out any further charge provide that:
  - a. The Client notifies Eden Domestic Services. IN WRITING of the termination, within three days thereof.
  - b. Neither the Client nor any subsidiary or associated company of the Client shall engage the Applicant within six months from the date of termination of the engagement.
  - c. The Applicant has not terminated his/her employment due to unreasonable conditions, or conditions materially different from those stated in the client registration form or contract of employment.
  - d. The Client has paid the fee in accordance with its Fee structure for permanent placements. No free replacement will be offered by Eden Domestic Services. in the event of failure by the Client to adhere to the time limits provided by this condition.
  - e. If the Client cancels a confirmed booking less than fourteen working days prior to commencement of the candidate, the full fee is payable, and one weeks salary is payable to the candidate. If the Client wishes to cancel a booking due to extenuating circumstances, the Client can do so by informing the Agency in writing providing twenty one working days notice, the Agency reserves the right to charge 25% of the fee for work incurred
7. The introduction of an Applicant to a Client by Eden Domestic Services. (directly or indirectly) is confidential and such introductions are made individually. If the Client or a member of the Clients staff or any associate of the Client, passes on an introduction to any other person within six months of the introduction to the Client by Eden Domestic Services., resulting in an engagement of the Applicant, the Client is liable for payment of a fee in accordance with Eden Domestic Services. Fee structure for permanent placements.
8. A full fee will be charged for any Applicant engaged as a consequence or resulting from, an application to Eden Domestic Services. by a Client even if the introduction is made indirectly.
9. All accounts and charges are payable in full within seven days of delivery of invoice by Eden Domestic Services.
10. The Client undertakes to notify the Eden Domestic Services. if the Applicant for a temporary position remains with the Client following the period originally agreed with Eden Domestic Services. by the Client and in such an event an additional full fee for a permanent introduction shall be payable by the Client.
11. All fees must be paid in full prior to Applicant commencing employment with the Client. The replacement guarantee is conditional on the Client having paid the fee due to Eden Domestic Services. Under it's Conditions of Business.



**TERMS & CONDITIONS OF BUSINESS**  
**TEMPORARY STAFF**



These Terms and Conditions of Business are between Eden Domestic Services. And an employer (the Client) and are deemed by the client by virtue of the use or engagement of a person (the Applicant) introduced or supplied to the Client by Eden Domestic Services.

All and any business undertaken by Eden Domestic Services or Divisions is transacted subject to the conditions hereinafter set out. Each of which shall be incorporated and implied in any agreement between Eden Domestic Services and its clients. In the event of conflict between these conditions and any other Terms and Conditions the former shall prevail unless expressly agreed to the contrary by Eden Domestic Services in writing.

1. The Client shall notify Eden Domestic Services immediately and Applicant is introduced or supplied by Eden Domestic Services is engaged by the Client. As a result of such engagement, the Client agrees to pay an introduction fee in accordance with Eden Domestic Services Scale of Fees.
2. Eden Domestic Services, will introduce an Applicant to carry out work for the Client of such a nature, as the Client shall notify to the Company when placing its order for an applicant. When placing its order for an Applicant, the Client shall specify its exact requirements by providing full details of the type of work for which the Applicant is required.
3. Eden Domestic Services, will endeavour to ensure but does not guarantee the suitability of any Applicant introduced or supplied to the Client. The Client shall notwithstanding satisfy himself as to the suitability of any Applicant and shall take up any references provided by the Applicant and/or Eden Domestic Services before engaging the Applicant. The Client shall be responsible for obtaining work and other permits and for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and qualifications as may be required by law.
4. The Agency accepts no liability whatsoever for any loss or damage of whatever nature arising directly or indirectly for any act or omission of any Applicant introduced by the Agency even if such act or omission is negligent or fraudulent or reveals any dishonesty.
5. Client(s) engaging, reengaging, retaining or extending the services of the Candidate in any capacity whether paid or unpaid will be charged for the period that the Candidate is retained.
6. The fee for the introduction becomes payable upon confirmation of booking the Candidate (not the date booking commences). The fee must be paid within seven working days of the date of invoice, or prior to the booking, whichever is sooner. The Client must confirm the booking in writing to the Candidate and is liable to pay the Candidate from the date she is booked.
7. In the event that the Candidate wishes/needs to cancel the prior to or during the booking due to extenuating circumstances, the Agency will endeavour to find a suitable replacement. The Agency cannot be held responsible if the Candidate does not take up her booking.
  - 7.1 If the Client cancels a booking at any time prior to commencement of a booking, the full fee is payable. If the Client wishes to cancel a booking due to extenuating circumstances, the Client can do so by informing the Agency in writing providing fourteen working days notice, the Agency reserves the right to charge 100% of the fee for work incurred. In the event that the Client cancels the booking with no prior notice of intention to cancel and no written notice of the reasons for the termination, the Client shall be bound by the Terms of this agreement to pay the Maternity Nurse or Nanny 50% of the gross salary for the remainder of the Contract.
8. The introduction of an Applicant to a Client by Eden Domestic Services (directly or indirectly) is confidential and such introductions are made individually. If the Client or a member of the Clients staff or any associate of the Client passes on an introduction to any other person within six months of the introduction to the Client, resulting in an engagement of the Applicant, the Client is liable for payment of a fee in accordance with Eden Domestic Services fee structure for permanent placements.
9. All agency fees are non-refundable.
10. A full fee will be charged for any Applicant engaged as a consequence or resulting from, an application to Eden Domestic Services by a Client even if the introduction is made indirectly.
11. Clients undertake to notify the Company if the Applicant for a Temporary position remains with the Client, and in such an event an additional full fee for a Permanent introduction is made indirectly.
12. All Maternity and relief placements are to have their fees paid in full prior to commencement.

# Client fee structure



## UK Placements: Temporary

Maternity Nurse: £80.00 for each week booked +VAT  
Nanny: £80.00 for each week booked +VAT  
The minimum fee for U.K. placements is £140.00 + VAT.  
There is no registration fee for U.K. placements.

## UK Placements: Permanent

Nanny Daily: 6 weeks net salary +VAT  
Governess: 6 weeks net salary +VAT  
All fees are payable in full prior to commencement of candidate. There is no registration fee for U.K. placements.

## Overseas Placements: Temporary

Maternity Nurse: £95.00 for each week booked + VAT within the E.E.C.  
Nanny: £95.00 for each week booked + VAT within the E.E.C.  
The minimum fee for non UK placements is £240.00 (+VAT within the E.E.C.)  
There is no registration fee for non UK placements.

## Overseas Placements: Permanent

Nanny: 10 weeks salary +VAT within the E.E.C.  
Governess: 10 weeks salary +VAT within the E.E.C.  
Maternity Nurse:  
All fees payable in full prior to commencement of candidate. There is no registration fee for non UK placements.

**Please note that we accept all credit and debit cards excluding Diners Club. When paying by American Express we will add 3% to the total as a transaction charge.**

I/We \_\_\_\_\_ agree to these terms \_\_\_\_\_  
(signature)