

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this agreement.

“AWR 2010”	the Agency Workers Regulations 2010 (<i>SI 2010/93</i>).
“Business Day”	a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
“House Keeper”	An individual worker Introduced by THP to the Client to be employed by the Client from THP’s database of House Keepers.
“House Keeper Fee”	£8.00 - £15.00 per hour worked by the House Keeper
“House Keeper Fee 1OFF”	£10.00 per hour worked by the House Keeper
“Commencement Date”	shall have the meaning set out in clause 7.1.
“Conduct Regulations 2003”	the Conduct of employment Agencies and employment Business Regulations 2003 (<i>SI 2003/3319</i>).
“Employment”	the employment of a House Keeper by the Client under a contract for services as a direct result of any Introduction and the terms Employed or Employment shall be construed accordingly.
“Introduce”	the provision to the Client of information by THP which identifies the Worker and Introduction and Introduced shall be construed accordingly.
“Introduction Date”	the date THP Introduces the House Keeper to the Client in accordance with clause 2.
“Mandate”	a standing order mandate authorising payment of the THP Fee to be made from the Client’s bank to THP quarterly in advance.
“Screen”	carry out pre-vetting checks to the level and criteria as required by the Client as set out in the Schedule and Screening shall be construed accordingly.
“Territory”	the United Kingdom.
“THP Fee”	£2.95 per hour to be worked by the House

“THP Fee 1OFF”	£10.00 per hour to be worked by the House Keeper in accordance with the Schedule
“Unsatisfactory House Keeper”	has the meaning set out in clause 3.5.
“Vulnerable Person”	shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.3 A **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.
 - 1.4 The schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedule.
 - 1.5 A reference to a **“company”** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
 - 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
 - 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
 - 1.9 A reference to **“writing”** or **“written”** includes faxes.
 - 1.10 Any words following the terms **“including”, “include”, “in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. INTRODUCTION OF A HOUSE KEEPER**
- 2.1 These terms set out the agreement between THP and the Client for the Introduction and supply of a House Keeper to the Client to be employed by the Client on terms which incorporate the minimum hours in the Schedule.
 - 2.2 The Client should note that changes to the number of hours worked by the House Keeper will affect the payment due from the Client to THP.
 - 2.3 For the purposes of the AWR 2010 and the Conduct Regulations 2003, THP acts as an employment agency in relation to the Introduction and supply of House Keepers pursuant to this agreement.

3. THP'S OBLIGATIONS

3.1 THP agrees, following receipt by it of the Mandate, to search its database for one or more House Keepers for the Client who meets the Client's minimum qualifications enabling the Client to decide whether to employ an Introduced House Keeper by directly contracting with the Housekeeper to supply domestic cleaning services or ironing services.

3.2 THP Screens all House Keepers and will Introduce to the Client only House Keepers who meet the minimum criteria for the position as set out by the Client in accordance with the Schedule and have an interest in the positions for which they are Introduced. THP will only Introduce Workers who have the right to work in the Territory and, in particular, THP shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.

3.3 Where a House Keeper is required by law or any professional body to have any qualifications or authorisations to work in the Cleaning Vacancy or the Cleaning Vacancy involves working with any Vulnerable Persons, THP will take reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references. If THP is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.

3.4 THP shall notify the Client immediately if it believes that any House Keeper is unsuitable for the employment or becomes aware of any matter that indicates that a House Keeper may be unsuitable for the employment or is inconsistent with any information previously provided including where a House Keeper ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this agreement may be or has been breached.

3.5 If the Client decides that a House Keeper is unsuitable to fulfil the Cleaning Vacancy having already employed them, then the Client shall notify THP in writing of that fact giving the grounds for its dissatisfaction with the House Keeper. THP shall:

- (a) Endeavour to Introduce a replacement House Keeper to the Client; and
- (b) Issue the Client with a refund or credit for any period that the Client is without a House Keeper following the Client's notification of the same, save to the extent that by agreement with the Client the replacement House Keeper provides additional services to compensate the Client for services not received by the Client during the period when there was no House Keeper employed. In such circumstances, this agreement shall continue unaffected and all of the terms shall continue to apply.

3.6 If THP cannot provide a replacement House Keeper in accordance with clause 3.5(a) then termination of this agreement under clause 7.2 may apply.

4. CLIENT'S OBLIGATIONS IN REALTION TO THP

4.1 The Client shall:

- (a) Pay the THP Fee or THP Fee 10FF as in accordance with the provisions of clause 6;
- (b) Provide THP on request with a copy of the insurance policy and/or certificate required under clause 5.1(e)
- (c) Notify THP immediately of any amendments to the times or daily schedules of the House Keeper
- (d) Record payments to the House Keeper of the Cleaning Fee or other payments
- (e) Take ownership of and be responsible for the arrangements of work direction and periods of work, providing clear instructions to the House Keeper and ensuring accurate payments are made to the House Keeper in accordance with clause 5.1(c)
- (f) Comply with the notice provisions in clause 7
- (g) Contact THP directly if a temporary House Keeper is required due to the regular House Keeper's illness or holiday (for the avoidance of doubt temporary House Keepers are not automatically provided)
- (h) Accept a House Keeper on a non-preferred day if the regular House Keeper is unavailable due to holiday or illness or other absence.

5. CLIENT'S OBLIGATIONS IN REALTION TO THE HOUSE KEEPER

5.1 The Client shall:

- (a) Employ the House Keeper which for the avoidance of doubt shall be a separate contractual arrangement between the Client and the House Keeper only
- (b) Agree the terms of the employment in writing directly with the House Keeper including the scope of domestic cleaning services
- (c) Pay to the House Keeper directly, the House Keeper Fee or House Keeper Fee 10FF as stated in the Schedule at the end of each day worked for the hours worked that day
- (d) Provide a safe working environment for the House Keeper at all times;
- (e) Have adequate insurance cover in place against liabilities to the House Keeper
- (f) Provide the House Keeper with all materials and equipment necessary for the House Keeper to carry out the domestic cleaning services as agreed with the Client
- (g) Comply with the notice provisions of clause 7

6. FEES AND VAT

6.1 The Client shall sign and return the Mandate to THP (except in the case of an employment for a one off clean) authorising payment of the THP Fee.

6.2 Payments under clause 6.1 shall continue until this agreement is terminated in accordance with clause 6

6.3 In the event that the Client increases the hours worked by the House Keeper with the agreement of the House Keeper on a permanent basis (that is for a period longer than one month) then the Client shall immediately amend the Mandate to reflect the THP Fee due

6.4 In the event that the Client increases the hours worked by the House Keeper with the agreement of the House Keeper on a temporary basis (that is for a period less than one month) then the THP Fee due over and above the amount stated under the Mandate shall be payable immediately to THP.

6.5 In the event that the Client requires a House Keeper for a one off clean then payment of the House Keeper Fee 1OFF is payable in accordance with clause 5.1(c) and the THP Fee 1OFF is payable to THP by cleared funds as follows:

(a) 50% upon booking the one off clean

(b) The balance on the day that the one off clean is performed.

6.6 Where applicable, THP shall charge VAT to the Client, at the prevailing rate, after the THP has provided the Client with a VAT invoice.

6.7 Any sums payable by the Client under this agreement which remain outstanding after the agreed date for payment shall carry interest on a daily basis at an annual rate equal to 4% above the base rate of Natwest Bank.

6.8 Upon 30 Business Days written notice THP may increase the THP Fee (Increase Notice). If THP does this the Client may terminate this agreement under clause 7.2. The increased THP Fee shall be payable from the expiry of the Increase Notice.

7. TERM & TERMINATION

7.1 This agreement shall commence on (the commencement date detailed on the Housekeeper booking schedule) and it shall continue until terminated in accordance with its terms.

7.2 Either party may terminate this agreement at any time by providing the other with 30 Business Days prior written notice.

7.3 In the event this agreement is terminated the balance (if any) of the THP Fee paid in accordance with clause 6 for the period after expiry of the notice given under clause 7.2 shall be refunded to the Client.

7.4 The Client may terminate this agreement immediately on giving notice in writing to THP if THP becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.

7.5 THP may terminate this agreement immediately on giving notice in writing if the Client commits a serious breach of the terms of this agreement.

8. EFFECT OF EARLY TERMINATION

8.1 Any termination of this agreement however caused shall not affect:

(a) any rights or liabilities which have accrued before the time of termination; or

(b) the continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force after termination.

8.2 For a period of 12 months following termination of this agreement howsoever arising, the Client shall not employ directly or indirectly as an employee, contractor or agent or otherwise any House Keeper who has been Introduced by THP to the Client. If the Client does so employ a House Keeper in breach of this clause 8.2 THP reserves the right to recover its damages and costs without prejudice to any other legal remedy it may have.

9. ANNOUNCEMENTS

Each party shall ensure that, except as may be required by law or any regulatory authority, it shall not make, or cause to be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to this agreement, the existence of this agreement or any matter referred to in this agreement without the other party's prior written consent to its contents.

10. RECORD-KEEPING

10.1 THP shall keep and maintain until six years after the agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the agreement including, in particular:

(a) the services provided by THP under this agreement;

(b) all payments made by the Client;

(c) the Screening undertaken on any Introduced House Keeper.

10.2 THP shall on request provide the Client or the Client's representatives such access, on reasonable notice and within normal working hours, to those records as may be reasonably required in connection with this agreement.

11. INSURANCE & LIABILITY

11.1 During the term of this agreement (and for a period of 1 month thereafter), THP shall maintain in force, with a reputable insurance company, public liability insurance of an amount not less than £1,000,000 and shall on the Client's request, produce both the policy schedule giving details of the cover and the receipt for the current year's premium.

11.2 THP's policy covers damage or loss provided the damage or loss is greater than £100.00 and THP's policy does not cover possession or property theft.

11.3 The Client shall have adequate insurance cover in place against liabilities to the House Keeper and shall produce both the insurance certificate giving details of the cover and the receipt for the current year's premium upon request by THP. House Keepers are primarily covered by the Client's insurance.

11.4 The Client will not be covered by THP's insurance:

- (a) if The House Keeper was not Introduced to the Client by THP; or
- (b) where the cleaning materials and equipment have not been provided to the House Keeper directly by the Client; or
- (c) where the terms of this agreement have been breached; or
- (d) where the claim involves damage as a result of the use or otherwise of bleach.

11.5 THP shall not be liable to the Client:

- (a) For the first £100.00 of any claim, which shall be the Client's responsibility;
- (b) Any loss or damage in excess or outside the scope of THP's Public Liability insurance cover as described in clause 11.1; or
- (c) Failure of any employed House Keeper to return keys or any loss that may arise as a result; or
- (d) Collusion or theft of property by a House Keeper; or
- (e) Any losses incurred by the Client as a result of any failure by the House Keeper to comply with the terms of the employment; or
- (f) Where there is a claim under THP's insurance the THP Fee has not been paid in advance.

11.6 THP shall not be liable for carrying out any unfinished tasks.

11.7 Nothing in this agreement limits THP's liability for death or personal injury as a result of its negligence

11.8 Nothing in this agreement shall affect the statutory rights of the Client as a consumer.

11.9 The provisions of this clause 11 shall survive termination of this agreement.

12. WARRANTIES AND UNDERTAKINGS

12.1 THP warrants that it does and it shall comply with the all relevant statutes, laws, regulations and codes of practice from time to time in force in the relevant Territory.

12.2 Each party warrants that it has full capacity and authority to enter into and perform this agreement.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 Neither party shall, with the prior written consent of the other party, assign, transfer, mortgage, charge or deal in any other manner with this agreement or any of its rights and obligations under or arising out of this agreement (or any document referred to in it, or purport to do any of the same.

13.2 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

14. ENTIRE AGREEMENT

14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

14.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

15.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

16. GOVERNING LAW AND JURISDICTION

16.1 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 law of England and Wales.

16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

17. FORCE MAJEURE

Either party may defer the date for performance of, or payment for, the services, or terminate this agreement, if it is prevented from, or

delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

18. SEVERANCE

18.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

18.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

A large print copy of these terms and conditions are available upon request