

## tgnc Client contract terms 2019

These Terms and Conditions shall apply to the provision of all professional introductory services by tgnc group limited whose registered office is at 483 Green Lanes, London, N13 4BS (the **“Agency”**).

And

Any person, firm or corporation who approaches the Agency to Engage an Applicant or to whom an Applicant is introduced by the Agency. (the **“Client”**)

By visiting or using [www.tgnc.co.uk](http://www.tgnc.co.uk) or otherwise using employment introduction Agency services of the Agency, the Client agrees to be bound by them.

It is now agreed as follows:

### 1. Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

**“Candidate”** or **“Applicant”** means a person introduced by the Agency to the Client to be considered for the Engagement.

**“Engagement”** means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of an Applicant, by or on behalf of the Client, whether or not that contract is in writing. As a verb it refers to an action of Engagement.

**“Instructions”** means the instructions and information provided by the Client setting out, amongst other things, the Client’s details and requirements for childcare.

**“Fee”** means money payable to the Agency by the Client for the Engagement of the Applicant.

**“Permanent Engagement”** means Engagement between Candidate and Client for any period of more than 12 consecutive weeks (full-time or part-time).

**“Temporary Engagement”** means an

Engagement between Candidate and Client for any period up to 12 consecutive weeks (full-time or part-time)

**“Services”** means an introduction service whereby a Client is introduced to one or more Applicants to work for the Client as a nanny, mother’s help, or other childcare professional or household staff.

### 2. Interpretation

In this agreement unless the context clearly requires otherwise:

2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

2.2. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.

2.3. if any party to this agreement comprises more than one person, all obligations of that party shall be construed as joint and several.

2.4. a reference to a person includes a reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.

2.5. a reference to a “Month” means a calendar month, “Year” means 365 consecutive days and “Week” means 7 consecutive days.

2.6. a reference in this agreement to any document or text is a reference to that document or text at the date when the contract is made. We reserve the right to change any such document without notice. If we do, the version which applies is the version which existed at the time this contract is made.

2.7. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

2.8. the headings to the paragraphs and schedules to this agreement are inserted for convenience only and do not affect the interpretation.

2.9. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement has been supplied to the Client in some language other than English, that is a courtesy only and that translated version is of no legal effect.

### **3. Relationship of parties**

3.1. Nothing in this agreement shall create a partnership or Agency or the relationship of employer and employee, or other relationship between any of the parties, other than the contractual relationship expressly provided for in this agreement.

3.2. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, except the services the terms of which are agreed in this agreement.

3.3. The Agency warrants that it has all necessary authority to perform its obligations set out in this agreement.

### **4. Basis of contract**

4.1. This agreement sets out the contractual terms and conditions between the Agency and any Client.

4.2. This agreement, together with schedules, contains the entire agreement between the parties and supersedes all previous agreements and understandings

between the parties.

4.3. The Client acknowledges that he understands exactly what is included in the Agency's services and he is satisfied that the Services are suitable and satisfactory for his requirement.

4.4. The Agency is not a party to any transaction or contract between the Client and an Applicant and is not an agent in law for any person.

4.5. The Agency is an employment introduction Agency: an intermediary which introduces Applicants to prospective Clients and vice versa. The Agency has no part, contractual or otherwise, in any arrangement between the Client and the Applicant.

4.6. The Client agrees that the description of work and other information that he has provided, or at any future time, will provide to the Agency is true and complete to the best of his knowledge..

4.7. The Client agrees that for the purpose of providing the Services, the Agency can use any medium to find a suitable Applicant or to advertise vacancies including the Internet. This will include but not be limited to; social media, email, WhatsApp and job boards.

4.8. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.

4.9. Nothing in this contract shall prevent the Agency from entering into a similar contract with any other person.

4.10. The Client agrees not to enter into any relationship with the Applicant that may be detrimental to the interests of the Agency during this agreement or within one year from the date of its termination.

4.11. This agreement shall not take effect until the first to happen of any of the following:

4.11.1 the Client gives verbal or written instruction to the Agency to submit suitable Applicants for any position;

4.11.2 the Client submits or requests that the Agency submits on his behalf, a completed Client Registration Form on the website [www.tgnc.co.uk](http://www.tgnc.co.uk) to the Agency, whether that form is signed or unsigned by the Client or the Client's agent (whichever first occurs);

4.11.3 the Client interviews or engages an Applicant under any terms whatever;

4.12. The Agency may change this agreement and / or the way it provides the Services, by first obtaining agreement from the Client, and confirming the amendments in writing stating the date such amendments will take effect . If it does so:

4.12.1 the change will take effect when the Agency posts it on [www.tgnc.co.uk](http://www.tgnc.co.uk).

4.12.2 the parties will continue to be bound by the terms of this agreement in respect of all work contracted to the date of change.

4.12.3 any new instruction by the Client will be subject to the new terms.

4.13 the registration fee gives the Client the choice of up to 5 profiles to choose from, the Agency is not bound to offer any more than 5 per registration fee.

4.13.1 should the Client wish to put the search on hold or not be in touch with the Agency for a period longer than one working week, each registration fee is valid for 3 months or per 5 Candidates, whichever comes first.

## **5. Fee and payment**

5.1. The Client agrees to pay for the Services at the rates set out in the Schedule 1 and on the website [www.tgnc.co.uk](http://www.tgnc.co.uk).

5.2. Prices shall be subject to any applicable value added tax.

5.3. Before entering into an Engagement, the Client may request that a particular

Applicant shall work, for one day, free of charge from the Agency, to enable the Client and the Applicant to assess their mutual suitability. There is no contractual obligation on either the Client or the Applicant to undertake this arrangement or to continue it and no payment will be due to the Applicant outside of those hours worked during this time. Should the Client wish to request further 'Trial Days', the Client shall pay to the Agency the daily "Trial Day Administration Fee" specified in the Schedule and may make an ex gratia payment to the Applicant.

5.4. As soon as the Client enters into any Engagement with a Candidate introduced by the Agency, the full amount of the fees are payable to the Agency (whether demanded or not). This applies even if the Client has not notified the Agency of the Engagement.

5.5. If an Applicant Engaged on a Temporary Engagement and leaves the Client's employment within an invoiced period, due to no fault or request of the Client, the Agency will refund payment for each full week not worked less a £60.00 administration fee, if a replacement is requested but cannot be sourced. This provision is conditional on the Client having complied fully with this agreement.

5.7. Payment of fees, the payment of fees are due as stated below::

5.7.1. 'The Registration Fee', is due by the Client within seven days of the date of any invoice, no search will be actioned by the Agency until this fee has been paid. Invoices will expire after seven days if remained unpaid and the Agency will assume the Client no longer wishes to register with the Agency.

5.7.2. 'The Documentation Fee', is payable to view the references and documentation on file for said Candidate. The Agency will issue the invoice and the Client will have seven days to pay. The Candidates

documentation will not be sent to the Client until they have paid the invoice for this fee. The Agency has to obtain permission from the Candidate to share their personal information, once approved the Agency will then share the documents as requested and paid for with the Client.

5.7.3. 'Booking Deposit Fee', is payable to secure a Candidate whom the Client has agreed to employ and once the candidate has agreed to the role, subject to contract. This fee only holds the candidate for 72 hours, whilst the employment contract is drafted and approved by both the Client and Candidate. Should the contract not be sent back to the agency within this timeframe, for amends, the agency accepts no responsibility should the candidate find alternative work and will not refund this fee in the event of that happening. We state time is of the essence for this part of the process. This fee is payable with immediate effect of issue, should the Client wish to proceed with the employment offer. A draft copy of the employment contract template will then be issued to the Client by the Agency once this fee has been paid. The Client then must issue a final employment contract to the Candidate, which the Client has personally had verified legally within 72 hours of paying the booking deposit fee. Until this is signed, the Candidate is still free to take up other employment elsewhere.

5.7.4. 'The Final Fee' is due to the Agency by the Client once the draft employment contract template has been issued to the Client. This is then payable within five days of issue, unless the Applicant is due to start sooner than these five days, in which case the payment will be due 24 hours before the commencement of the employment engagement. Failure to pay the fees on time could result in a delay of the engagement commencement date. This payment of the final fee then

completes the Agency's service to the Client.

5.7.5. 'The Trial Day Fee' is due at the time of booking additional trial days with a Candidate that the Agency has introduced to the Client. The first trial day is free of Agency fees, but any subsequent days will be payable for, per day.

5.7.6 'The Temporary Booking Fee' is payable within 24 hours of issue, at the time of booking a Candidate introduced by the Agency for a temporary engagement. The payment of this fee will then secure the Candidate for the role offered to them.

5.8. The Agency reserves the right to charge the Client interest in respect of the late payment of any sum due under this agreement, calculated and accumulated monthly, at the rate of 4 per cent per year above the base rate lending rate of Barclays Bank, from the due date until receipt of payment.

5.9. Payment shall be made in pounds Sterling by any of:

5.9.1 direct transfer to the Agency's bank account; or

5.9.2 Direct Debit collection via GoCardless as notified to the Client on the Agency invoice; or

5.9.3 credit or debit card held on file for the Client at the time of registration; or

5.9.4 any other way agreed between the parties.

5.10 The Agency will hold the client's credit or debit card on file at the time of registration, which the client agrees to. The client is free to withdraw the card held on file, by request or by following instructions as sent out by email at the time of storing them. If a card is held on file, monies due by invoice will be charged by the end of day, on the invoice issue date.

## **6. Cancellation of contract**

If, and only if, the Client is a consumer, then he may cancel this contract subject to

the following terms:

6.1. For all purposes at law, this contract does not come into existence until the Client has agreed to these terms as set out in sub paragraph 4.11 above, whether via [www.tgnc.co.uk](http://www.tgnc.co.uk) or in hard copy and the Agency has agreed in writing to provide the Services.

6.2. Whether or not the Client has paid any money to the Agency at that time is not relevant to his right to cancel.

6.3. The Client may cancel this contract within 14 days of entering into it. Accordingly, the Agency is under no obligation to start work until after the expiry of that 14 day period.

6.4. If the Client requires the Agency to provide Services sooner than 14 days after the contract has been made, he must instruct the Agency to do so in writing. If the Client does that, he will lose his right to cancel during the rest of the 14 days period and will not be entitled to a full refund on any monies paid to date.

6.5. If the Client cancels this contract in compliance with these terms, the Agency will refund any money due to the Client within 14 days less any monies for the work that the Agency has done to date for the Client on a pro-rata basis.

6.6 If the Client wishes to cancel this agreement after the 14 days have passed, it is possible to do so but no refunds will be due as a result of the cancellation.

## **7. Obligations of Agency**

7.1. The Agency agrees:

7.1.1. to pre-interview every Candidate that the Agency introduces to the Client, before the Client can, be that by telephone, online video link or in person. Covering topics such as previous work experience, personal information and what new role they seek to find.

7.1.2 to supply up to two references on the Applicant, which have been confirmed by

the Agency either in writing or verbally, and issue these to the Client when requested, once the 'Documentation Fee' invoice has been issued and paid and the Agency has confirmation from the Candidate to share his personal information with the Client..

7.1.2 to make checks that the Applicant is suitable for the role such as having a Police Background Check, a First Aid Certificate and related background experience, be that personal or professional. If the Candidate is lacking in any of these areas, it will be noted on the 'Candidate Profile' or 'Candidate CV' to make it known to the Client. The Agency actively encourages Applicants to renew their Disclosure and Barring Service (DBS) certificate every three years. However, the obligation for every security and other check on an Applicant, rests exclusively with the Client. Please note: the Agency does not request health background checks or doctor's verification on any candidate.

7.1.4. to hold on file a copy of the Candidates personal identification, which can be a government issued ID card, passport or driving licence.

7.1.5. to hold on file a copy of the Candidates Police Background Check, if the Candidate has one.

7.1.5. to hold on file a copy of the Candidates First Aid Certificate, if the Candidate has one.

7.1.6. to ensure the Candidate has a right to work in the UK. To do so we ensure we have on file a copy of the Candidates European issued passport, if they do not hold this, then a copy of a valid working permit or visa for the United Kingdom.

7.1.7. to advertise the Client's employment offer to all registered and potential Candidates wishing to use the Agency's service and accept applications for the employment offer on behalf of the Client.

7.1.8. to filter through the Candidate applications and offer the best pre-screened Candidate profiles at that time, to the Client by email, text or social media platform. This happens daily as new applications come forward, so the Client may receive new profiles at multiple times throughout the process.

7.1.9. To arrange interviews for the Client and Candidate to attend, at times offered by the Client and Candidate, for the purposes of discussing the role offered by the Client in more detail and to find out enough information about the Candidate for the Client to satisfy himself that he has enough information to make an informed offer of employment to this Candidate or not.

7.1.10. to arrange trial days, should they be requested by the Client.

7.1.11. to extend employment offers to Candidates from Clients when they are presented to the Agency. Then report back to the Client with the Candidate's decision.

7.1.12. to offer a draft employment contract template to the Client for which the Client can then seek legal advice on before issuing a final copy to the Candidate. To ensure the Client has satisfied himself that the contents of the employment contract are legal and match their requirements of the role offered. This is done, by asking the Client to confirm any amends for the contract.

7.1.13. to confirm the placement to both Client and Candidate in writing, by email, text or letter confirming the start date, role title and salary agreed upon.

7.2 The Agency's services offered to the client are to source and introduce candidates to the client for a role of employment as offered by the client. The Client chooses the candidate he feels most suited to his role on offer, to employ for the role. The Agency is not the employer of the candidates offered to the Client, the

employer is. Once the Client has chosen a candidate and we have completed all services as listed in this document, the agencies service is complete and has no further liability for future events, past this point.

## **8. Responsibilities of Client**

The Client agrees to satisfy himself as to the suitability of an Applicant generally and in particular to:

8.1. take up references, including the confirmation of any professional, academic or other qualifications;

8.2. ensure that the Applicant is capable of operating any equipment and/or machinery to the necessary level, including driving vehicles;

8.3. obtain any visa or permit necessary to enable the Applicant to accept the Engagement;

8.4. obtain any necessary medical certificate, if wanted;

8.5. reimburse the Applicant for travelling expenses for interview and/or trial at his discretion;

8.6. inform the Agency if an Applicant introduced by the Agency has already been introduced by a third party. If the Client fails to inform the Agency and Engagement ensues the Client shall pay the standard fees of engagement to the Agency;

8.7. he shall not discriminate against any Applicant on the basis of information relating to his:

8.7.1 racial or ethnic origin;

8.7.2 political beliefs;

8.7.3 philosophical or religious beliefs;

8.7.4 membership of a trade union;

8.7.5 sex life or gender.

8.7.6 age.

8.8. inform the Agency immediately if he engages an Applicant, giving details of: gross annual salary, start date and end date (if applicable), and whether the

Engagement is permanent or temporary.

8.9. ensure that the type of work for which the Applicant is to be engaged for is as described by the Client on the 'Client Registration Form'.

8.10. notify the Agency immediately if an Engagement is accepted by the Applicant and to pay the Booking Deposit Fee and subsequent Final Fee which becomes due upon such acceptance of employment.

8.11. provide suitable accommodation (if a 'live in' role has been offered) to the Applicant, including, without exception, a clean furnished bedroom for his exclusive use.

8.12. comply with UK employment and tax law, including, among others: provision of a contract of employment, pay slips, correct deductions for tax and national insurance, as well as any pension contributions. The Agency may request a copy of such documents as proof.

8.13. Inform the candidate at the time of interview of the exact duties of the role, hours required and the gross salary and overtime rates offered. This is to include any house rules or anything related to the role that can allow the candidate to be fully informed, to be able to accept the role. This must be inline with what the agency has also been told.

8.14. inform the Agency immediately, in writing, in the event of serious dissatisfaction with performance or conduct of the Candidate.

## **9. Safety and Insurance**

The Client warrants that he:

9.1. holds and will maintain appropriate insurances and in particular, occupier's liability insurance, against risks of events which could reasonably be expected to cause injury, loss or damage to the Applicant;

9.2. will provide a safe place of work wherever the Applicant may need to work;

9.3. will ensure that the place of work is clean and hygienic and complies with appropriate health and safety laws;

9.4. has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences and the like, for the work to be undertaken after Engagement.

## **10. Replacement Goodwill**

As a gesture of goodwill to the Client, these provisions apply in the event of an Engagement being terminated, whether by the Client or Candidate, before commencement of the employment as dated in the employment contract or before completion of the initial 8 weeks of employment. This replacement goodwill, is completely free of charge to the Client and beyond our paid service offerings. There are situations beyond the Agencies control whereby a goodwill replacement may be offered before or during those first crucial eight weeks of employment and as such, where the Agency can, it would like to offer it's specialist skill set to aid in finding a replacement for the Client.

10.1. The Agency will not seek to provide a replacement Applicant unless the Client fulfils the following conditions:

10.1.1 he has informed the Agency, in writing, within three days of the termination;

10.1.2 he has paid the Fee in full, on time, in accordance with these terms;

10.1.3 the requirements of the position according to the original information provided to the Agency have not changed, including but not limited to, the working conditions, pay, hours, the job description and the location.

10.1.4 he is not in breach of any UK employment law and/or contract with the Applicant such as registering with HMRC or giving correct notice as per the employment contract;

10.1.5 he does not retain the services of that Applicant;

10.1.6 he is looking for a new applicant and has not decided against hiring someone new.

10.1.7 he has not contacted any other employment or introductory Agency, Candidate finder website, source, or such other place to find a new applicant himself;

10.1.8. he has not been verbally or physically abusive towards or about any member of the Agency's staff or to any Candidate introduced to the Client by the Agency.

10.2. Based on the above terms being met, the Agency can seek to offer a replacement Candidate to the Client, as an act of goodwill.

10.2.1 the Agency will run its search for up to 4 weeks after the Client has received/given notification of termination to/from the Candidate.

10.2.2 the Agency shall provide to the Client up to five Candidate profiles from which the Client may select to interview. If the Client requests to interview any Candidate offered by the Agency, it is agreed that the Client has deemed them 'suitable' to interview, where an engagement between Client and Candidate follows such interview or not.

10.2.3 After providing replacement Candidates profiles or the subsequent engagement of one of the replacement Candidates, the Agency shall have no further obligation of goodwill to the Client. Even should the Client decline all replacement Candidate profiles.

10.3 If the Agency feels that a subsequent replacement will not be a success due to previous evidence offered by the Client or initial Candidate, the Agency has no duty to offer this goodwill service.

10.4 The Agency will only seek to replace the Initial Candidate once. The Agency will not continue to offer, as goodwill, to find

subsequent replacements should the replacement Candidate not work out for any reason.

## **11. Confidentiality**

11.1. In this paragraph, "Damage" means both economic loss, loss of, or damage to, reputation, or professional standing.

11.2. Each party to this contract now undertakes for the benefit of the other that he will not:

11.2.1 divulge to any person whatever or otherwise make use of any Confidential Information relating to the other, which he learns as a result of this contract or any circumstances flowing from the contract;

11.2.2 post any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.

11.3. The parties agree that any Damage arising directly or indirectly, foreseeable or not from a breach of the above provisions must be compensated on the basis of the effect on the damaged party.

11.4. The Client accepts personal liability for compliance with these provisions by his children of any age, other members of his family and domestic staff.

11.5. No matter how this contract ends, this paragraph shall be effective for two years from the date of termination of this agreement.

## **12. Disclaimers and limitation of liability**

12.1. This paragraph applies so far as the applicable law allows and states the entire liability of the Agency.

12.2. All implied conditions, warranties and terms are excluded from this agreement.

12.3. In providing the Services, the Agency is committed to maintain a high level of service and efficiency. However, the Service is dependent upon the accuracy of information provided by the Client which is

beyond the control of the Agency. Therefore any decision as to the suitability of an Applicant and the decision to Engage an Applicant is the sole discretion of the Client. The Agency does not accept responsibility and cannot be held liable for any loss.

12.4. The Agency shall not be liable to the Client for loss arising from or in connection with representation agreements, statements or undertakings made prior to the date of this agreement.

12.5. The Agency shall not be liable to the Client for any loss or expense which is:

12.5.1 indirect or consequential loss; or

12.5.2 economic loss or other loss of turnover, profits, business or goodwill; or

12.5.3 loss or damage suffered by the Client as a result of an action brought by a third party.

12.5.4 loss or damage caused during the Engagement of the Applicant or any act, omission or negligence of such Applicant. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

12.6. Particulars of Applicants, their profiles and other information provided by the Agency are prepared in good faith and solely for the Client's guidance.

12.7. The Agency offers a draft "Employment Contract" template as a guide only and the Client is advised to seek independent legal advice. The Agency is not responsible for the "Employment Contract" or any terms of service between the Client and the Applicant once an engagement has been agreed..

12.8. Except in the case of the Agency committing fraud, or the death or personal injury of some person, the maximum limit of the liability of the Agency to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of £100.

### **13. Termination**

13.1. The Agency may terminate this agreement at any time, for any reason, with immediate effect by sending a three days' notice to that effect.

13.2. The termination of this agreement by this paragraph shall be without prejudice to any other right or remedy to which a party may be entitled.

13.3. There shall be no reimbursement or credit if the Agency decides in its absolute discretion that the Client has failed to comply with any of the terms of this agreement.

13.4. Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.

13.5. The Client agrees that he will not during this agreement and within one year of its termination, by any means and neither for himself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity, the effect of which is to compete with the Agency.

### **14. Indemnity by the Client**

The Client agrees to indemnify the Agency against all costs, claims and expenses arising directly or indirectly from:

14.1. his breach of this agreement;

14.2. any act, neglect or default by any of his agents, employees or contractors.

### **15. Miscellaneous matters**

15.1. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.

15.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the

**tgnc Client contract terms 2019**

laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

15.3. For the purposes of the Data Protection Act 1998, the Client consents to the processing of his all or any personal data (in manual, electronic or any other form) relevant to this agreement, by the Agency and/or any agent or third party nominated by the Agency and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

15.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

15.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

15.6. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.

15.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:  
if delivered by hand: on the day of delivery;  
if sent by post to the correct address:  
within 72 hours of posting;  
If sent by e-mail to the address from which the receiving party has last sent e-mail:  
within 24 hours if no notice of non-receipt has been received by the sender.

15.8. In the event of a dispute between the

parties to this agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

15.9. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of any person, may be enforced under that Act.

15.10. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

15.11. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England and Wales.

.....  
Date Signed by Client

.....  
Signed by Client

.....  
Date Signed by Agency

.....  
Signed by Stephanie Middleton of tgnc  
Group Limited

The signature of the Agency acts as written proof that the Agency will proceed to offer the services to the Client as

## tgnc Client contract terms 2019

requested and agreed upon, as detailed in the Client Registration Form.

### Schedule 1: Fee structure

#### UK Placements

<b>Stage 1:</b> Registration Fee (per job search)	£25+VAT
<b>Stage 2: (if requested)</b> Documentation Fee (per Applicant) & Trial Day (per day)	£25+VAT
<b>Stage 3:</b> Booking Deposit Fee (per Applicant)	£100+VAT
<b>Stage 4:</b> FINAL UK <b>Mothers Help</b> Engagement	£899+VAT
<b>Stage 4:</b> FINAL UK <b>Family Assistant</b> Engagement	£899+VAT
<b>Stage 4:</b> FINAL UK <b>Nanny</b> Engagement	£1199+VAT
<b>Stage 4:</b> FINAL UK <b>Housekeeper</b> Engagement	£1199+VAT

A trial, if requested prior to making an offer, this is permitted for one day only free of charge of Agency fees and a trial may not exceed one full week.

#### OVERSEAS Placements

<b>Stage 1:</b> Registration Fee (per job search)	£50+VAT
<b>Stage 2: (if requested)</b> Documentation Fee (per Applicant) & Trial Day (per day)	£25+VAT
<b>Stage 3:</b> Booking Deposit Fee (per Applicant)	£100+VAT
<b>Stage 4:</b> FINAL Overseas <b>Mothers Help</b> Engagement	15% of Gross annual salary +VAT
<b>Stage 4:</b> FINAL Overseas <b>Family Assistant</b> Engagement	15% of Gross annual salary +VAT
<b>Stage 4:</b> FINAL Overseas <b>Nanny</b> Engagement	15% of Gross annual salary +VAT
<b>Stage 4:</b> FINAL Overseas <b>Housekeeper</b> Engagement	15% of Gross annual salary +VAT

**UK Temporary Engagements**

<u>Stage 1:</u> Registration Fee (per role)	£25+VAT
<u>Stage 2: (if requested)</u> Documentation Fee (per Applicant) & Trial Day (per day)	£25.+VAT
Stage 3: Daily Rate per booked day	£20.00+VAT
Stage 3: Weekly Rate per booked week	£80.00+VAT

**Overseas Temporary Engagements**

<u>Stage 1:</u> Registration Fee (per role)	£50+VAT
<u>Stage 2: (if requested)</u> Documentation Fee (per Applicant) & Trial Day (per day)	£25.+VAT
Stage 3: Daily Rate per booked day	£50.00+VAT
Stage 3: Weekly Rate per booked week	£200.00+VAT

A trial, if requested prior to making an offer, this is permitted for one day only free of charge of Agency fees and a trial may not exceed one full week.

### **Early Start and Cancellation Rights**

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The law says we have to give you this information.

- Under the Regulations, you have the right to cancel this contract within 14 days of making it, without giving any reason.
- For all purposes at law, the contract between us is not made until you have agreed to these terms by signature or by paying our client registration invoice as issued, and we have agreed in writing to provide the services you want.

### **How to instruct us to start immediately**

1. If you want us to start sooner than 14 days away, please complete the form below.
2. You can give this to us by hand or post or by email, but we must have it in writing. You may sign online or by hand. You may copy the wording below or you can use your own words as long as your intention is clear.
3. In the meantime, we will contact you to confirm the contract between us and await 14 days before we start your work.

### **Request to Start Work**

To tgnc,

*I hereby give notice that we would like you to start work (agreed in the contract) shortly we will sign the agreement.*

*I confirm that you have explained that by signing this form, we will lose our right to cancel our contract within 14 days and will not be entitled to a full refund on services used.*

*I instruct you to start working for us as soon as you can.*

*Instructed on: date:*

*Client name:*

*Client address:*

*Signature:*

*Date:*

**If you want to cancel later**

1. Whether or not you ask us to start work immediately, you may cancel this contract at any later time. To exercise this right to cancel, you must tell us you want to cancel. You must do this by a clear statement, sent to us by post or e-mail to the address mentioned below:

Tgnc, 483 Green Lanes, London, N13 4BS.

Hello@tgnc.co.uk

2. You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.

If you cancel, you will save money only insofar as work has not been done. You must still pay us for materials and work done, even if you have had no benefit from it at the time when you cancel.

**Cancellation Form**

To tgnc,

*I/We hereby give notice that I/we cancel my/our contract for the work agreed in the signed agreement dated:*

*Client name:*

*Client address:*

*Signature:*

*Date:*