



CLIENT TERMS & CONDITIONS OF BUSINESS v4

1. In these Terms and conditions, the following words shall have the following meanings:
 - a. **Agency** - Majestic Domestic Ltd currently trading at 25 Buttermere, Great Notley, Braintree. CM77 7UY.
 - b. **Client** - The person/ firm/ company or other body corporate or unincorporated having requested the use of the Agency's services.
 - c. **Applicant** - An individual or couple introduced by the Agency for a temporary or permanent position, whether full or part time.
 - d. **Fee** - The introduction fee payable by the Client to the Agency. All fees specified are excluding VAT. VAT will be added to all invoices for placements in the UK or the EU.
2. Fees for an Applicant are payable if the client engages the Applicant at any time within 12 months of introduction or the client introduces the Applicant to any third party within 12 months of introduction.
 - a. **Trial (up to 2 weeks)**
 1. A flat fee of £50per week
 2. Payable weekly or in advance.
 - b. **Permanent Staff**
 1. Calculated as 15% of the Applicants Gross Annual Salary
 2. Payable within 7 days of the Applicant finishing the (up to) 2-week trial.
 3. Refund / Replacement
 1. Only applicable if:
 - a. The Client or the Applicant decides to terminate their engagement (for any reason) within 6 weeks of engaging them (calculated from the end of the 2-week trial)
 - b. The Client has notified the agency in writing/email.
 - c. The Client has issued the Candidate with a contract.
 - d. The Client has no outstanding unpaid invoices to Majestic.
 - e. The Client can provide proof of payment of the Candidates Net Salary.
 - f. The Client can provide proof of payment to HMRC of the Candidates Tax and National Insurance contributions.
 2. Any refund amount is based on a percentage of the fee based on the table below.

Time Period	Refund amount
<= 1 Week	60%
<= 2 Weeks	50%
<= 3 weeks	40%
<- 4 weeks	30%
<= 5 weeks	20%
<= 6 weeks	10%
> 6 weeks	0%

OR

3. Majestic Domestic will endeavour to find a replacement candidate for a period of two weeks. If a replacement candidate is subsequently terminated or leaves for any reason, no further candidates or refunds will be entertained.

c. Temporary Staff

1. A flat fee of £75 per week or 15% of the gross weekly salary (whichever is higher).
2. Payable weekly or in advance.

d. Weekend or Day Visit

1. £25 per day
2. Payable weekly or in advance.

3. If a Client increases the hours and/or salary of the Applicant by more than 5% within 12 months of the Applicant beginning their engagement, the Client agrees to pay the difference between the Fee already paid, and a recalculated Fee based on the increased gross salary.
4. By interviewing and engaging one of the Agency's applicants (whether for a permanent position, full time, part time or temporary) the Client is deemed to have accepted and agreed to these Terms & Conditions of Business and fee structure.
5. All information regarding Applicants is strictly confidential and will not be distributed by the Client to any third party.
6. If the Client attempts to, or does, engage the Applicant without notifying the Agency and without the Client paying the appropriate Agency Fee, and the Agency subsequently finds out, the Agency reserves the right to increase the Agency Fee by 100%.
7. The Agency reserves the right to charge interest on overdue payments at a rate of 5% per month from the due date until payment is met in full including accrued interest.
8. The Client undertakes to provide either a letter or contract of employment to the applicant, a copy of which must be sent to the Agency, upon engagement. The contract or letter should state agreed salary, tax and national insurance contributions, duties, hours, free time, paid holiday and any other benefits.
9. For Trials, temporary and permanent engagements, the Client is responsible for the payment of the Applicant's Salary, Income Tax, National Insurance Contributions, and the Clients National Insurance Contributions.
10. Whilst the Agency endeavours to introduce suitable Applicants to the Client, it cannot guarantee the suitability or that all the information regarding any applicant is accurate and does not accept liability for any misrepresentation, loss, damages, claims or expenses concerning Applicants introduced or any consequences, either direct or indirect.
11. Although the Agency interviews and checks references for potential applicants the Client, has sole responsibility for obtaining a validating reference, qualifications and, if necessary, medical information to satisfy themselves of the Applicant's suitability.
12. The Client shall advise the successful Applicant of any special health and safety requirements, and shall be liable for any injury, loss or damage to an Applicant while under their direction or control.
13. If a temporary booking is extended, the Client must inform the Agency so that an amended fee can be charged.
14. The Agency reserves the right to change any clauses within these terms & conditions of business without prior notice should the laws change & dictate this to be necessary.
15. This Agreement is governed by English law and all parties submit to the Jurisdiction of the English Court.



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CONDITIONS OF
BUSINESS** v4

Please Initial each page, and sign and date below to indicate that you have read all pages and that you accept and agree with the terms and conditions contained herein.

Name _____

Signature _____

Date _____