

GREEN BAIZE DOOR

ENGAGEMENT OF SERVICES

(For the Recruitment of Freelance, Contract or Seasonal Staff)

The Client:

Address:

Telephone Contact:

We thank you for requesting the services of **Green Baize Door Ltd (“Green Baize Door”)** to source the following freelance, contract or seasonal domestic and private household staff:

Job Title(s): (the **“Vacancy”**)

Period of Contract:

OUR SERVICES

Green Baize Door will endeavour to present professional freelance, contract or seasonal staff (each a **“Candidate”**) for the Vacancy who hold suitable experience gained from working in the domestic staff industry and/or commercial hospitality environments.

Candidates presented by Green Baize Door will have been sourced and interviewed by us, or our contractors. Green Baize Door will endeavour to check every reference, and to verify employment history and criminal background information. However, final responsibility for obtaining and verifying references and proof of qualifications lies with the Client.

While Green Baize Door is here to assist the Client in relation to filling the Vacancy, the Client must rely solely on their own judgement to decide if they wish to hire Candidates presented by Green Baize Door. Green Baize Door cannot guarantee that Candidates will be presented, that they will be suitable for the Vacancy or that they will be considered appropriate by the Client.

The Client is responsible for:

- (a) obtaining any certificates of sponsorship or permit needed to enable the Candidate to work at the required location;
- (b) ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law; and
- (c) agreeing the terms and the duration of the freelance contract with the chosen Candidate. On request, Green Baize Door can supply template freelance contracts.

PLACEMENT FEE

If the Client hires a Candidate on a freelance, contract or seasonal basis within 24 months after the date of original referral by Green Baize Door (the **“Introduction Period”**), the following Placement Fee will be payable by the Client for Candidates introduced by Green Baize Door:

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<u>Option</u>	<u>Placement Fee</u>
Standard	16% of the total charges payable to the Candidate[s] for his or her entire length of contract with the Client + VAT when applicable

If the Client hires a Candidate as a full-time or part-time employee rather than a freelance, contract or seasonal employee at any time during the Introduction Period, the following Placement Fee will be payable by the Client:

<u>Option</u>	<u>Placement Fee</u>
Standard	16% of the Annual Gross Salary (of the Candidate[s] presented by Green Baize Door) + VAT when applicable (minus any Placement Fees already paid to Green Baize Door for the hire of the same Candidate as a freelance, contract or seasonal worker)

NOTE: Please see our separate terms of business which apply to the hire of Candidates on a full-time or part-time basis.

The respective Placement Fee is earned when an offer for hire or employment is made by the Client and accepted by a Candidate introduced by Green Baize Door. The Placement Fee is due upon receipt of the invoice from Green Baize Door, which must be paid no later than 15 days after the Candidate commences work (the **“Start Date”**). For international placements, the Client must pay the Placement Fee before the Start Date.

The Client agrees to notify Green Baize Door if a Candidate presented by Green Baize Door is either:

- (a) accepted for employment or hire by the Client; or
- (b) as a result of a referral from the Client employed or hired by a third party.

The Client agrees to pay the relevant Placement Fee for the Candidate in question in all of the above scenarios.

Each Placement Fee covers one Candidate only. If the Client engages more than one Candidate introduced by Green Baize Door, a Placement Fee will be payable for each of them, even if the initial instruction only envisaged the filling of one Vacancy.

The Placement Fee for hire as a freelancer will be payable for each occasion on which the Candidate is hired by the Client during the Introduction Period. If the Client extends or renews the term of the hire or subsequently re-hires the same Candidate during the Introduction Period, additional Placement Fees will become due to Green Baize Door.

The Placement Fees include all ordinary expenses. If any extraordinary expenses such as travel, or advertising costs are required, Green Baize Door will agree them with the Client in advance and charge them separately.

GUARANTEE FOR FREELANCE, CONTRACT OR SEASONAL STAFF

If a Candidate is hired by the Client and then terminates the contract or is dismissed for any reason, the Client will be eligible for a free replacement provided that the Client notifies, in writing, of the termination. There is no limit to the number of Candidates the Client may interview. If a suitable Candidate is not found within the necessary timeframe the Client may choose to have a refund equal to the amount of the placement not completed or choose to keep the amount on credit to be used on future placements (the **“Placement Credit”**).

The Placement Credit may be used for any services of Green Baize Door, but expires 2-years after the Candidate's Start Date. Once a Candidate is placed, the Placement Credit is expended. Should the Client, or their agents, hire a replacement member of staff from a third party, to replace a Candidate presented by Green Baize Door without giving Green Baize Door the opportunity to present alternative Candidates, or decides not to utilise the replacement service, then Green Baize Door reserves the right to offer a Placement Credit.

LIABILITY

Neither Green Baize Door nor any of its contractors will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with:

- (a) the introduction or the engagement of a Candidate;
- (b) any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
- (c) any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
or
- (d) any loss, injury, damage, expense or delay suffered by a Candidate;

unless Green Baize Door has received the Placement Fee for the Candidate in question and such loss, injury, damage, costs or expenses are the direct result of a breach of this agreement by Green Baize Door or its contractors.

Except in the case of death or personal injury caused by Green Baize Door's negligence, the total liability of Green Baize Door under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the Placement Fees paid or due to be paid by the Client to Green Baize Door for the assignment in question.

Green Baize Door further excludes all liability for indirect or consequential loss or damage, any economic loss, loss of turnover, profits, business, reputation or goodwill.

The Client agrees to indemnify and hold harmless Green Baize Door and its contractors from and against all demands, claims, proceedings, penalties, fines, liability (whether criminal or civil, in contract, tort or otherwise), damages, costs and expenses (including legal expenses) arising out of or in connection with any loss, injury, expense or delay suffered or incurred:

- (a) by a Candidate; and/or
- (b) by anyone else arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

and that arises directly or indirectly out of or in any way connected with the introduction, engagement or use of a Candidate, the withdrawal by the Client of a Vacancy, any information supplied by the Client or the Client's breach of this agreement. The Client agrees to comply with all applicable laws and regulations applicable to the employment or hire of Candidates (see guidance on <https://www.gov.uk/employing-staff>).

Green Baize Door recommends that the Client seeks appropriate insurance to cover any risks associated with the engagement of staff as freelancers or employees.

DATA PROTECTION

The Purpose of Data Processing under this Agreement

The parties will collect and share Personal Data under this agreement for the purpose of:

- finding job candidates;
- evaluating job applications;
- providing and receiving services from Green Baize Door; and
- communicating with each other in connection with this agreement.

Obligations of Both Parties

Each party agrees that, in the performance of its respective obligations under this agreement, it shall comply with the provisions of the Data Protection Legislation.

A reference to **“Data Protection Legislation”** means the Data Protection Act 2018, the General Data Protection Regulation 2016/679 (**“GDPR”**) and all other applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data.

A reference to the expressions **“processing”**, **“Personal Data”**, **“Data Controller”** and **“Data Processor”** shall bear their respective meanings referred to in the Data Protection Legislation.

The parties shall ensure appropriate operational and technical measures are in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of Personal Data shared in connecting with this agreement. Such measures must ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage of such Personal Data, having regard to the state of technological development and the cost of implementing any measures,

Each party agrees that it shall notify the other party (the **“Receiving Party”**):

- (a) promptly upon receiving any notice or communication from the Information Commissioner’s Office relating directly to the Personal Data shared by the other party or the processing of such Personal Data under this agreement; and
- (b) within 24 hours after becoming aware of a breach relating to any Personal Data shared by the other party, and shall provide the Receiving Party with a sufficient amount of information to allow the Receiving Party to submit a report to its national supervisory authority as required by Article 33 of the GDPR (Notification of a personal data breach to the supervisory authority) and, if necessary, to notify the affected data subjects in accordance with Article 34 of the GDPR (Communication of a personal data security breach to the data subject). Where the Receiving Party requires further support and information from the notifying party relating to a data security breach, the notifying party will provide such assistance in good time before the end of the compulsory 72-hour reporting period in Article 33 of the GDPR and/or the time period in which the Receiving Party intends to notify the affected data subjects.

Personal Data of the Client

Personal Data that Green Baize Door may receive from the Client includes the following details of members of the Client's household or business: name, job title/position, telephone number, postal address and email address.

Where Green Baize Door receives Personal Data from the Client, the following additional provisions shall apply:

- (a) Green Baize Door will process such Personal Data as a Data Processor of the Client, and the Client will be acting as Data Controller.
- (b) Green Baize Door shall process the Client's Personal Data only in accordance with the documented instructions of the Client.
- (c) All persons authorised to process Personal Data must enter into a binding contractual agreement with Green Baize Door to ensure that the Personal Data remains confidential at all times or subject to an appropriate statutory duty of confidentiality.
- (d) Green Baize Door shall take all measures required pursuant to Article 28(2) and Article 28(4) of the GDPR for engaging another processor.
- (e) Green Baize Door shall assist the Client in ensuring compliance with its obligations pursuant to Articles 32 (Security of Processing) to Article 36 (Prior Consultation) taking into account the nature of processing and the information available to Green Baize Door.
- (f) At the option of the Client, Green Baize Door shall delete or return all the Personal Data of the Client to the Client after the end of the term of this agreement and shall delete existing copies unless Data Protection Legislation requires storage of the applicable Personal Data.
- (g) Green Baize Door shall make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.
- (h) Green Baize Door shall not move the Personal Data outside the European Economic Area without the prior written consent from the Client.

Personal Data of Candidates

Where Green Baize Door collects Personal Data from Candidates, it does so as a Data Controller. The Client may not determine how Green Baize Door uses such Personal Data.

Personal Data of Candidates that Green Baize Door may be sharing with the Client includes: name, postal address, telephone number, email address, CV, CV cover letter, references from previous employers and details of criminal convictions.

Where Green Baize Door shares Personal Data of Candidates with the Client, the Client shall:

- (a) process this Personal Data as a joint Data Controller;
- (b) not disclose any introductions or Personal Data of Candidates to third parties, without the prior written permission of Green Baize Door;
- (c) only process the Personal Data for the purpose of evaluating the Candidate for the Vacancy;
- (d) delete the Personal Data if they reject the Candidate or if they complete or abandon their search for Candidates; and
- (e) not move the Personal Data from the country in which the Client resides to another country which is outside the European Economic Area without the prior written consent from Green Baize Door.

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MISCELLANEOUS

This agreement constitutes the entire agreement between the parties with regard to its subject matter and no other terms, conditions, warranties (unless fraudulent) will apply. Each party acknowledges that in entering into this agreement it does not do so on the basis of, and does not rely on any representations, unless made fraudulently, warrant or other provision not expressly contained in this agreement.

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 laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute or claim.

Your signature below signifies your understanding and consent to the terms of this agreement

Client Name (Please print)

Signed

Name of signatory (Please print)

Position (if representing a client) (If applicable)

Dated

IF IN AGREEMENT, PLEASE SIGN, SCAN AND RETURN BY EMAIL