





- The Candidate is the primary caregiver of Client's children. Under no circumstances the Candidate is allowed to leave the children unattended or removed from the Client's residence unless the Client authorizes the Candidate to do so. The Candidate is responsible of taking full and proper care of Client's children and home as his/her own.
- The Candidate agrees to treat the family, children/ elderly person / pets and all the Client's property and information with care and respect at all times. Furthermore the Candidate agrees to carry out the position to the best of your ability, and to stay at least until the end of the employment as agreed in the contract, unless both parties agree to a new termination date, be that a shorter or longer period of time.
- The Candidate is obliged to give 14 days notice in case of termination of employment. Furthermore, the Candidate is also obliged to supply the Client (and the Agency) with reasonable grounds for wishing to change chosen Client/terminate the employment. Candidate's response to Client's misconduct must be fair and reasonable in all of the circumstances.

#### 3.4. Candidate Commitments to the Agency

- The Candidate is obliged to supply the Agency with truthful details about oneself and experience.
- If the Agency has put the Candidate forward for any positions - the Candidate is required to inform the Agency (as soon as possible) when the interview is planned and also if the employment has been offered.
- The Candidate is required to inform the Agency immediately if he/she cannot make an interview or have changed the mind about a position.
- The Candidate must inform the Agency immediately if the Client contacts the Candidate directly asking to work for the Client/other family. If the Candidate fails to do so then all future applications with the Agency and others will be terminated.
- If the Candidate has been put forward to the same position that is advertised via third parties – the Candidate must inform the Agency immediately, the Candidate must make the Agency aware if the Agency or the third party put them forward for a position first.
- The Candidate is advised to ensure that he/she is satisfied with all the details of the chosen position and the Client.
- If the Candidate cancels a confirmed engagement, the Agency and the Client must be advised about such event no later than 24hours, this gives the Agency time to find a replacement Candidate.
- The Candidate must return by email a signed contract (by both Client and Candidate) to the Agency within 5 days.
- The Candidate will only commence employment with a Client once full payment has been received by the Agency, therefore confirming the placement. The Agency will contact the Candidate as soon as the placement has been confirmed.
- If the Candidate is employed on a part time basis which then becomes full time, or the Candidate's working hours are being extended, the Candidate should inform the Agency straight away of such event.
- The Candidate should inform the Agency immediately if he/she is not satisfied with the new position to see if any problems can be resolved.
- Candidates are entitled to give 14 days notice of employment termination. This shall be 7 days during the first month (except for overseas positions where it is always 14 days). However, in the event of serious misconduct by the Candidate or the Client, either party shall be entitled to terminate the employment immediately.
- If the Agency discovers the Candidate has not kept to the Agency's terms and conditions, the Candidate risks legal action and being black listed with the Agency. The Agency also reserves the right to inform all the other local agencies.

#### 3.5. Acknowledgement

- The Agency reserves the right to deregister/delete Candidate's Profile when he/she :
  - ✓ Does not meet Agency's criteria/requirements any more
  - ✓ Does not respect Agency's terms and conditions
  - ✓ Does not keep contact details up to date
- By submitting personal details to Agency, the Candidate agrees and permits for the Agency to advertise his/her personal details whilst seeking a suitable placement. This may either be verbal or written and may include contact details.
- The Agency is under no obligation to secure or provide a job to any Applicant that has been accepted as Agency's Candidate. The Agency is a referral service and provide no guarantee that the right position will be found. The Agency cannot guarantee the Candidate will gain any placements, final employment decision lies always within the Clients and the Candidates.
- Although the Agency takes every care to check the Client's details and match both Clients and Candidates as closely as possible, Candidates are strongly advised to satisfy themselves as to the suitability of the Client. No warranty is given for suitability honesty and capability, character of any Clients.
- The Agency operates as an introduction agency between the Client and the Candidate and the Agency does not employ our Candidates. The Agency is not responsible for payment of Candidates salaries.
- The Agency strongly recommends that the contract between the Client and the Candidate is agreed before any travel arrangements are made, to ensure that both sides understand and agree to the job's conditions. The Agency does not provide any legal advice to the Client or the Candidate regarding the contract of employment.
- The Candidate can agree to a "trial period" with the Client as long as the Agency has been informed. The "trial period" will be no longer than 4 weeks, and the Client agrees to pay the Candidate full salary calculated on daily or weekly basis during the "trial period".
- The Agency does not provide and cannot be held responsible for any representation or warranties of negotiating any wages, loss of wages, any changes in working conditions and termination that result, or may result in working for the Client.
- The Agency will refer to Candidates expected monthly wages in net terms, it is the Clients' responsibility to ensure that it is clear on all payments to tax authorities. The Client/Candidate should seek advice from a professional with regards to what tax and national insurance is due as the Agency is not a tax advisor.
- The Agency will support and advise the Candidate, but is unable to micro manage a placement and it is the responsibility of the Candidate and the Client, to make the placement a success. The Agency cannot be held responsible should the

# TERMS AND CONDITIONS OF BUSINESS FOR CANDIDATES

Client employ the Candidate for a shorter time than that agreed initially, or if there is a breakdown in communication. The Agency is not liable for any payment disputes between the Client and the Candidate.

- The Candidate agrees that the Agency and its Representatives, shall not be liable to the Candidate, or to any other person/persons, for incidental or consequential losses, expenses, demands, claims damages, injuries, causes of any actions directly or indirectly of every kind arising out of or resulting from the action of the Agency or any information released by the Agency. The Agency accepts no liability for loss, damage, expense or compensation suffered or incurred of any nature by the Client or Candidate.

### 3.6. Fees

- The Agency does not charge the Candidate any fees for using the Agency to seek employment. It is a free service, as long as the Candidate observes Agency's terms and conditions.
- The Candidate would be charged when:
  - ✓ Should a Candidate take up employment with a Client introduced to them via Agency and subsequently bypass the Agency, the Candidate will be liable to pay a Bypass Fee for 300 EUR. To avoid such penalty, the Candidate should keep the Agency well informed of the steps through their recruitment process for all Agency Clients.
  - ✓ Should a Candidate terminate an employment without giving any notice to the Client or the Agency, and/or without giving reasonable grounds of termination to the Client and the Agency; in such event the Candidate will be liable to pay a fee for 500 EUR.
  - ✓ Should a Candidate's performance was not meeting Agency's minimum standards and requirements, and such misconduct would result in contract termination requested by the Client; in such case the Candidate will be liable to pay a fee for 500 EUR.

### 3.7. Confidentiality and Data Protection

- The Candidate allows the Agency to collect, store and process his/her personal data by the Agency.
- All communication, verbal or written, between the Candidate and the Agency and between the Client and the Agency, is confidential. The introduction of Candidates to Clients is conducted on an individual basis and all information provided during this meeting is also confidential.
- The Agency undertakes to comply with Personal Data Protection laws and other regulations that are intended to protect the processing of personal data, public freedom and fundamental rights of natural and legal persons, especially personal and family honour and privacy.
- All documents you receive from the Agency are strictly confidential and are for Candidate's information only. The Candidate agrees to not show to anyone or forward to anyone any documents containing details and photographs of Agency's Clients or other Candidates.
- The Candidate will never publish in any media any information or photographs of our Clients or Candidates. The Candidate agrees to delete from his/her computer/mobile devices, as soon as practicable, any information you receive about the Clients or other Candidates. You may store securely the information you have received on the Client whom you ultimately agree to be matched with until the end of your placement.
- The Agency is allowed to share Candidate's e-mail address/phone number with other Candidates placed by the Agency (unless the Agency is asked not to). This is for the purpose of helping Candidate to find local friends.

## 4. **OBLIGATIONS OF THE AGENCY**

### 4.1. Rights

- The Agency is not an employer of Candidates but acts as an introduction agent between the Candidates and Clients. The Agency shall carry out its obligations with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and relevant statutory obligations.
- The Agency does not give any warranty as to the accuracy of the information supplied to them by the Candidate and which is then transferred to the Client. The Agency will inform the Client as soon as possible if any information comes to light that suggest the Candidate is unsuitable for the role with the Client.

### 4.2. Agency Obligations to the Candidate

- The Agency shall provide the Candidate with full job descriptions.
- If requested the Agency will arrange interview with the Client, via Skype or in person.
- The Agency is entitled to make offers to the chosen Candidate of the Client on the Client's behalf, if requested.
- Prior Candidate's commencement date the Agency will provide professional briefing thoroughly preparing all our Candidates for their placements in order to:
  - ✓ carry out contracted duties to the best of Candidate's abilities, using initiative, enthusiasm and creativity at all times
  - ✓ represent Agency (locally and abroad) with the highest standards of performance
  - ✓ make Candidate's transition into new working environment as smooth and easy as possible
  - ✓ make safety guidelines clear to the Candidates and emphasise the importance of taking safety precautions in any kind of situations, whether it's local or overseas position.
- The Agency will provide the Candidate with contact numbers/email addresses to the other local Candidates, local Agency's Representative, Candidate's Embassy of origin in the country of employment.
- The Agency will support the Candidate throughout the duration of his/her role with the Client should they need it.

### 4.3. Liability

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- The Client shall notify the Agency as soon as reasonably practicable after becoming aware of any matter in respect of which the Agency may incur any liability to the Client in negligence, for breach of these terms and conditions or otherwise. Subject as otherwise provided herein, if the Client fails to make such notification within 3 months of becoming so aware, it will not be entitled to make any claim against the Agency in relation thereto. In the event that a relevant matter is properly notified as above, and subject as otherwise provided herein, the Agency's liability to the Client in respect of any breach of these terms and conditions or for negligence or otherwise shall not exceed the amount of the fees payable by the Client to the Agency in connection with the supply and/or introduction of the relevant Candidate.
- The Client shall indemnify the Agency against any claims, losses or liability made against or incurred by the Agency in connection with its proper carrying out of its obligations to the Client under the Agreement whether or not caused, directly or indirectly, by reason of the acts or omissions of the Client provided that, for the avoidance of doubt, the Client will not be liable to so indemnify the Agency if, and to the extent that, the claim, loss or liability arises as a result of the negligence of the Agency or breach of the terms of the Agreement by the Agency.
- The Agency accepts no liability for any loss, damage, expense or compensation suffered or incurred of any nature by the Client, arising directly or indirectly from an act or omission by any Candidate introduced to the Client by the Agency.

### 5. GENERAL

- Polish law shall apply to this Terms and Conditions of Business and the parties agree to submit to the jurisdiction of Polish courts.
- If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected.
- Any material found within the pages of Agency's website including text or images may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way.
- The Client shall indemnify the Agency against all claims, costs and expenses which the Agency may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these terms and conditions.
- These Terms and Conditions of Business supersede any previous agreements, arrangements, documents or other undertakings either written or oral for every party which includes Clients and Candidates alike.