



AUSTRALIAN ELITE DOMESTIC STAFF Terms and Conditions of Business:

AUSTRALIAN ELITE DOMESTIC STAFF (AEDS) is a professional recruitment agency for clients who desire very high standards of service from their domestic staff. Our team of dedicated staff have over 50 years combined experience in the Superyacht industry and understand the type of employee and the level of service that you require. We specialise in providing suitable professional, qualified and experienced staff to our clients: owners of substantial properties, residences, villas, holiday homes, executive jets and yachts. We provide to our clients the introduction of staff, and any subsequent contract or agreement between the client and the staff is the responsibility of the client. Once a candidate is employed the client should provide an Agreement or Contract of Employment which includes as a minimum; agreed salary, terms and conditions of employment, notice period, etc. We are able to assist you with a template Agreement if you need it. Clients need to satisfy themselves that the wording of the agreement is acceptable to both parties and complies with local labour laws.

1. The client agrees to engage **AEDS** to provide selection, screening and recommendation of qualified staff to be considered for employment by the client.
2. Written acceptance of these terms and conditions (by email or fax) signed by the principal, their staff or representative is required prior to the provision of candidate resumes.
3. The acceptance of any staff introduced by **AEDS** will be deemed acceptance of this contract which is legal and lawfully binding. By opening the CV sent by email from AEDS, implies consent to this contract.
4. The checking of references of candidates and the testing of applicants will be undertaken by Australian Elite Domestic Staff to the extent possible. Although every effort is made by **AEDS** to verify details, references and qualifications, no responsibility will be accepted for any loss, claim, error, expense, damage, delay or any other action of any applicant introduced by us.
5. All information provided to clients, (i.e. candidate resumes) is to be regarded as confidential and not disclosed to any third parties without consent.
6. The client agrees to notify **AEDS** within 36 hours either in writing or via email, of the candidates they have selected to interview or if they require additional references or information.
7. Once a candidate has been selected the client must notify **AEDS** within 48 hours, details regarding the conditions of employment. This would consist of the candidate's name, start date, position and salary.
8. **Fee Policy:**
Permanent and 'seasonal' Staff: (over 10 weeks employment) 100% of the first month's salary
Temporary or Casual Staff: (under 10 weeks employment) 20% of the salary for the period employed
Note: Australian clients will be charged GST on these rates, but international clients are exempt.
9. If for any reason the candidate is dismissed, after a permanent placement is completed, it is the client's responsibility to advise **AEDS** of the cause of the dismissal within 7 days. If the client has paid our invoice within the terms (ie 10 days from invoice date) we will replace the candidate with no further charge. If the client has not yet paid the invoice and the candidate has worked for over a week then a 20% charge will be levied by **AEDS** and the placement will be treated as 'temporary'. AEDS will then endeavour to source a more suitable candidate for the client.
10. **Fee payment:** The full fee for permanent placements is due and payable within 10 days from date of invoice. If paid by these terms the full guarantee (mentioned in clause 14) will be in place. Temporary staff fees are due in 7 days.
11. In the event that a Temporary Placement is extended beyond the initial period for which the placement fee was originally charged, **AEDS** will issue an additional invoice for the shortfall due to us in accordance with the Fee Policy in clause 8. If the role becomes permanent then AEDS will adjust the invoice accordingly.

12. In the event that any Staff introduced by **AEDS** to the Client are employed or re-employed directly by the Client (with or without our involvement) within the period of one (1) year from the date of our initial introduction of the Staff, the Client will be charged the applicable placement fee in accordance with the Fee Policy.

13. **AEDS** will not be responsible for any travel expenses in any circumstances incurred in the placement of any potential staff. The client is responsible for any repatriation and visa expenses for staff employed at different locations.

14. **Guarantee Policy.** Guarantee Policy is applicable only if the invoice is paid within the correct payment terms – as mentioned in clause 10.

Permanent Staff are guaranteed for 90 days from the date of commencement. It is for one replacement only per original placement. The guarantee policy is only for the replacement service and does not include refunds or credits for other positions.

The Full-time Placement Warranty may be invalidated at AEDS' discretion in the event of the following:

- Failure by the Client to maintain a safe working environment for the Staff,
- Change of ownership of the residence at which the Staff member is employed,
- Change of address resulting in the termination or resignation of any Staff introduced by AEDS,
- Any major change of schedule from that planned at the time of the employment of the Staff, or
- Any other occurrence substantially affecting the conditions of employment of the Staff, including change in the Client's requirements (job description, required qualifications and the like).

13. We screen candidates to the best of our ability however **AEDS** does not accept any liability whatsoever for any loss, damage, cost or expense related to the staff member employed.

14. **AUSTRALIAN ELITE DOMESTIC STAFF** requires that you, the client/employer have the required insurance for staff working at your residence or venue and adhere to the labour laws in Australia, or indeed the country where the Staff member is employed.

14. Any dispute arising out of or in connection with these terms shall be submitted to the jurisdiction of the Australian Courts and to their respective proceedings and laws. If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms will not be affected. We reserve the right to amend these Terms from time to time. The latest version of these terms and conditions will always be available on our website: www.Elite-Domestic.com.au

I/we have read and agree to comply with the above terms and conditions of business of **AUSTRALIAN ELITE DOMESTIC STAFF**. I/we also understand that any financial details will be kept confidential.

Signed for and on behalf of(Clientname)

By (please print name)

.....
Signature . Position/Title Date

Tel:..... Email:.....



Please complete and return.

CLIENT/ COMPANY NAME

FIRST / SURNAME:

PHONE NUMBER:

MOBILE NUMBER:

EMAIL:

CREDIT CARD: held for security only

JOB DESCRIPTION: (Qualifications & experience required)

[Large empty box for job description]

Venue size:

No. of staff: Details:

Job Start Date:

Annual Salary: - pls indicate currency

Daily Rate: \$

PERMANENT: [] please tick TEMPORARY: [] CONTRACT: [] CASUAL: []

Your Location: (Address/Country):

Additional notes: