PRESTIGE PEOPLE

Client terms and conditions

Permanent and fixed term recruitment services

This agreement sets out the recruitment services provided by Prestige People Ltd, the fees payable by the named client, and the replacement arrangements if a placement does not start or ends early. It applies only to new instructions accepted on these terms. It does not change any earlier agreement unless both parties expressly agree a lawful variation.

Important fee and replacement information. A permanent introduction fee becomes payable when the candidate accepts the client's offer, subject to any outstanding conditions expressly recorded in the booking confirmation. A probationary period does not make an ongoing role a short-term booking. Subject to clause 7, our contractual remedy for a permanent candidate who fails to start or leaves during the first three calendar months is one like-for-like replacement placement, rather than an automatic refund. This applies even if employment ends after one working day. It does not exclude cancellation rights, remedies for our breach, or other rights that cannot lawfully be excluded. Please read clauses 6 to 9 before accepting.

1 Parties and agreement documents

1.1 The Agency is Prestige People Ltd, registered in England and Wales under company number 15901471. Our registered office and address for correspondence, complaints and cancellation notices is 20–22 Castle Street, Beaumaris, Wales, LL58 8AP. Email: info@prestige-people.com. Telephone: 0203 370 4139. Website: www.prestige-people.com. Prestige People Ltd is not VAT registered and does not currently charge VAT. We are referred to as “we”, “us” or “our”.

1.2 The Client is the individual or organisation named in the booking confirmation, referred to as “you” or “your”. A private household client must be identified by the name of the individual engaging our services, rather than only a family name, property name, PA or adviser. Two clients are jointly responsible only if both expressly agree this in the booking confirmation.

1.3 Your PA, adviser or other representative may give instructions only within the authority you give them. We may request evidence of that authority. An intermediary does not become the client or personally guarantee payment merely by coordinating the search. We will identify the client before accepting instructions.

1.4 The agreement comprises these terms, our search confirmation accepted under clause 3, and any expressly agreed variations or additional services. References to the booking confirmation mean that search confirmation together with later placement details agreed under Schedule 3, as relevant. A specifically agreed variation prevails over inconsistent standard wording, subject always to applicable law. Legally binding information about our services remains binding.

2 Definitions and placement categories

2.1 A Candidate is a person whose details we provide for potential engagement. An Introduction occurs when we provide identifying information about a candidate or arrange contact with them. An Engagement is the client's direct employment or other lawful direct engagement of a candidate, including through a company controlled by the client where this is disclosed and agreed. Receipt or viewing of a CV is not an Engagement.

2.2 A Permanent Placement is an engagement intended to continue without a predetermined end date. An initial probationary or review period, or a planned review of salary or live-in arrangements, does not itself change that classification. The description must reflect the actual arrangement and the booking confirmation.

2.3 A Fixed Term Placement has a genuine agreed end date. A Short-Term Booking is a direct engagement for no more than three calendar months, charged under Schedule 2. A Trial is a separately agreed assessment engagement of no more than 30 calendar days. A longer fixed term is charged on the annual basis in Schedule 1 unless a different written quote is agreed. Its replacement entitlement must be specified in the booking confirmation; it is not automatically a permanent placement.

2.4 Gross Annual Remuneration is the gross remuneration for the agreed working pattern over 52 weeks, or 12 monthly payments. It includes salary, guaranteed bonuses and commissions, fixed allowances and agreed benefits in kind. Benefits may include accommodation, utilities, meals, transport, vehicle allowances, insurance, flights and schooling. Their reasonable annual values must be itemised and agreed before an offer is accepted, with no double counting. It excludes employer National Insurance and employer pension contributions, discretionary payments not guaranteed, and genuine reimbursement of evidenced business expenditure. A fixed travel or accommodation allowance is included unless expressly excluded in the booking confirmation.

2.5 For part-time work, annual remuneration means the actual agreed part-time annual package, not a full-time equivalent. Full-time or part-time classification and the applicable percentage must be agreed in the booking confirmation. Unlisted or mixed roles require a written quote. A domestic couple's fee is calculated on the combined remuneration of both candidates at the agreed couple rate.

2.6 A Business Day is Monday to Friday excluding public holidays in England. A Consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. A Business Client is any other client. A private household does not become a Business Client merely because a professional adviser acts for it.

3 Acceptance and records

3.1 Before starting a search, we will send you these terms and a search confirmation offering to provide the specified recruitment services. The confirmation will identify you, the search requirements, the applicable fee or clear calculation method, payment arrangements and replacement entitlement. Where applicable, we will also supply the cancellation information and model cancellation form in Schedule 4. We will provide these documents by email attachment or another durable medium you can save and reproduce unchanged.

3.2 The agency agreement is made when we receive your express acceptance of our search offer and the supplied terms, by email or signed confirmation. A request for different terms is not acceptance until the changes have been agreed. An authorised representative must identify the client and their authority. Merely reading terms, opening a CV, browsing our website or remaining silent does not constitute

acceptance. We will not rely on an interview or trial alone as the acceptance record required by this clause. We will confirm the agreement and its formation date by email, retaining the accepted documents. Where clause 9 applies, we will also confirm the normal cancellation deadline. Our acknowledgment records the agreement; it does not postpone its formation.

3.3 The agreement covers the search and the resulting introduction within the agreed scope. It is made at acceptance under clause 3.2 even though an introduction fee becomes payable only when the conditions in clause 6 are met. Before you commit to a candidate offer, we will confirm the candidate, placement category, remuneration calculation, fee rate, discounts, credits, taxes, total price, due date and replacement entitlement. Completing those details under the agreed scope and fee method does not, by itself, make a fresh agency contract. A genuinely separate search or additional service requires its own agreement and any applicable cancellation information; statutory rights are determined by the actual arrangement.

3.4 We will not apply later website updates or increased rates to an existing booking without your express agreement. Any separately negotiated discount, waiver, deadline extension or additional guarantee will be recorded in writing.

4 Our services and responsibilities

4.1 We act as an employment agency introducing candidates for direct engagement by you. This agreement does not cover supplying workers employed or paid by us as an employment business. Any such service requires separate compliant terms. The actual arrangement, rather than its label, determines the applicable law.

4.2 We will exercise reasonable care and skill in understanding your requirements, searching for candidates, assessing their suitability against those requirements and communicating relevant information. We will comply with applicable employment agency legislation, including the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended, where applicable.

4.3 We will obtain and communicate information and carry out identity, suitability, qualification, authorisation, reference and safeguarding checks required by law for the role. We will explain which additional checks are included and identify material checks that remain outstanding. We will confirm the candidate's willingness to undertake the role. We do not describe unverified information as verified.

4.4 We may rely on candidate and third-party information where reasonable, but this does not remove our duty to act with reasonable care and skill, investigate material concerns or make required checks. If we learn material information affecting suitability, we will take the steps and give the notifications required by law.

4.5 We cannot guarantee a candidate's future conduct, performance or length of service. You make the final selection. Neither statement excludes responsibility for our own acts, omissions, representations or breach of duty.

4.6 Unless separately agreed, we are not the employer, payroll provider, immigration adviser or guarantor of either party's obligations. Contract templates or administrative assistance do not make us a party to the engagement. Responsibility for any service or advice we actually provide remains subject to this agreement and applicable law.

4.7 Additional services, exclusivity, retainers or reimbursable search expenses apply only if their scope, charges and cancellation arrangements are expressly agreed in advance. Otherwise the search is non-exclusive and no search retainer is payable.

5 Your responsibilities

5.1 Give us accurate and complete information about the employer, property, duties, workload, staffing levels, working hours, rest periods, salary, expenses, accommodation, location, travel, hazards, qualifications and proposed start date. Tell us promptly about material changes and provide the same accurate information to candidates. Do not expand duties or hours without discussing and agreeing lawful changes with the candidate.

5.2 You are responsible for lawful employment or engagement, written employment particulars where required, wages, holiday, working time, pension and payroll obligations, tax treatment, right-to-work checks and appropriate insurance. A service agreement or invoicing arrangement does not by itself establish self-employment. Our own statutory duties remain our responsibility.

5.3 Assess candidates fairly, provide timely interview and trial feedback, and do not give discriminatory or unlawful instructions. We may decline unlawful instructions. You must provide safe working conditions and treat candidates lawfully and respectfully.

5.4 Tell us promptly when you make or accept an offer, agree a trial or extension, engage a candidate, change remuneration during the first three months, or receive notice that the engagement will end. Provide information reasonably needed to calculate the agreed fee, with appropriate protection for personal data.

5.5 If you already knew a candidate, notify us as soon as reasonably possible, preferably within two Business Days, and provide evidence of an active recruitment process predating our introduction. Merely having seen a public profile does not automatically defeat a fee claim. Conversely, late notification alone does not create liability where our introduction did not lead to the engagement.

5.6 Candidate travel or accommodation expenses for interviews and trials must be agreed in advance, including any spending limit and who will pay. A complimentary agency trial day does not mean the candidate works without pay. You remain responsible for remuneration and any minimum wage or other entitlement legally due for all work performed, including replacement trials.

5.7 Before commencement, confirm directly with the candidate the start time, address, reporting arrangements and agreed engagement terms, including any written particulars required by law. Tell us promptly if communication difficulties or changes put the start at risk. A delay to the start does not by itself determine what salary or notice payment is due; that depends on the candidate's agreement and applicable law.

6 Fees and payment

6.1 The permanent or longer fixed-term fee is the agreed percentage of Gross Annual Remuneration in Schedule 1, subject to the booking confirmation. It becomes payable when the candidate accepts your offer or you accept the candidate's counteroffer, once any expressly recorded conditions precedent have been satisfied. Candidate withdrawal and early termination are addressed in clause 7; client withdrawal is addressed in clause 8.

An offer or acceptance may be communicated by email, messaging service, telephone or video meeting; signing the candidate's engagement contract is not invariably necessary. We will record the agreed terms

and any genuine conditions in writing. A provisional discussion or an offer expressly subject to an unmet condition will not be treated as an unconditional acceptance merely to trigger a fee.

6.2 The fee pays for the recruitment and successful introduction service. It is not a payment for a guaranteed number of working days, the candidate's wages or an insurance policy. A permanent placement is not retrospectively repriced as a trial merely because it ends early. These provisions remain subject to clauses 7 to 9 and any other lawful remedy.

6.3 All agency invoices must be settled in full in cleared funds before the candidate starts the engagement, including any chargeable trial or short-term booking. Payment is due within seven calendar days of invoice or before the agreed start date, whichever is earlier. Where the start is within seven days, the full fee is payable before that start. We will provide the invoice promptly and confirm the due date before the client commits. You must not authorise commencement while the relevant invoice remains unpaid; contact us to agree a revised start date with the candidate. Only our express written agreement can permit commencement before payment. Any such agreement must state the revised payment deadline and its effect, if any, on replacement eligibility. Additional fees agreed after commencement must be paid before the relevant extension or changed arrangement begins, or by another expressly agreed date. An invoice dispute does not authorise withholding wages or other sums legally due to the candidate.

6.4 For a trial or short-term booking, the fee basis and advance payment are set out in Schedule 2 and the booking confirmation. Payments on account will be reconciled to the amount lawfully payable, and any overpayment refunded within 14 days of reconciliation. Candidate pay and approved candidate expenses are separate and payable directly under the engagement agreement.

6.5 Unless the booking confirmation expressly provides a credit, trial and short-term agency fees pay for those services and are not credited against a later permanent fee. A conversion requires an agreed written permanent fee quote before the client commits to conversion. A single period of work will not attract both trial and short-term agency fees. Any statutory restrictions on transfer fees prevail; these terms do not authorise a non-compliant employment-business transfer fee.

6.6 If an agreed short-term booking is extended, the incremental fee must be confirmed before the extension. Any payment already covering the same period is credited. An extension beyond three months, or a change to an ongoing role, requires a new written fee agreement; we will not impose both a full annual fee and overlapping fixed-term fees without express advance agreement and compliance with law.

6.7 A remuneration increase agreed within three months of commencement may produce a supplementary fee at the originally agreed percentage on the annualised increase, only where this adjustment mechanism was disclosed in the booking confirmation. We will provide the calculation. A fixed discounted fee stated to be final will not be increased unless the written discount agreement expressly reserves this adjustment.

6.8 A fee may also arise if, within 12 months after our introduction or a substantive renewed introduction, you engage the candidate in a placement resulting from that introduction. Routine repeat emails do not restart this period. A further fee is not payable merely because the same uninterrupted employment continues or is renewed in substantially the same role after a full permanent fee has been paid. Re-engagement after a break requires assessment of any prior fee and a proportionate agreed quote without double recovery.

6.9 Do not pass candidate details to another hirer without permission. Where an unauthorised referral causes an engagement, we may seek a reasonable fee reflecting the lost introduction, capped at the fee that would have applied to that placement and reduced by fees recovered from the other hirer. This is not

an automatic penalty, does not override consumer fairness requirements, and requires evidence of the referral and resulting engagement.

6.10 Tell us promptly about disputed charges. We will investigate and give a written explanation; undisputed sums remain payable. We will not automatically remove replacement protection because of a genuine unresolved fee dispute. We do not impose automatic collection penalties on Consumers. Business Clients may be liable for statutory late-payment interest and compensation where legally applicable.

6.11 Currency, exchange-rate source and date, VAT or other applicable taxes, and unavoidable transaction costs must be agreed and shown clearly. International services are not automatically VAT-free. A Consumer's agreed total includes applicable taxes and compulsory charges; optional extras require express consent. Bank charges imposed on you by your own bank remain between you and that bank. We will not add undisclosed agency or intermediary charges.

7 Permanent placement replacement and refund policy

7.1 For a Permanent Placement, we provide one like-for-like replacement placement if the original candidate either does not commence on the agreed start date or the engagement ends through resignation or dismissal during the first three calendar months after commencement. The booking confirmation will state the exact last covered date. If notice is given within that period but employment ends later, the guarantee still applies. Any agreed longer guarantee prevails.

7.2 Like-for-like means materially comparable duties, workload, hours, location, live-in or live-out status, seniority and remuneration. A replacement must meet the essential agreed requirements but need not have an identical background or profile. We will not charge a further introduction fee for an agreed like-for-like replacement, even if reasonable market conditions require an agreed salary adjustment. Different roles or additional staff are dealt with under clause 7.8.

7.3 Notify us in writing within five Business Days after learning that the candidate will not start or that employment will end. Supply a brief explanation and relevant information reasonably requested, observing confidentiality. Late notification does not automatically defeat the guarantee: we will consider the reason for delay and whether it materially prejudiced the search.

7.4 Eligibility requires payment of the agreed fee by the agreed deadline, including any extension we granted. Before suspending the contractual replacement benefit for non-payment, we will identify the undisputed amount and allow a reasonable opportunity to remedy it. A minor delay, an agreed payment extension or a genuine fee dispute does not automatically extinguish the benefit. Statutory remedies are unaffected.

7.5 The guarantee does not cover redundancy, abolition of the role, or a withdrawal caused by your material misdescription of the work, substantial unagreed changes, unlawful treatment, non-payment of the candidate, or unsafe conditions. We will explain any proposed exclusion with supporting reasons and allow you to respond. Only a breach materially connected to the failed placement or replacement process may justify refusal. A prior trial arranged through us does not exclude the guarantee.

7.6 Once you request a replacement and confirm the role remains available, we will promptly agree a search plan and provide updates at least fortnightly. You must consider candidates reasonably and respond promptly, but need not accept an unsuitable candidate. We cannot guarantee a particular individual or exact start date. If no suitable replacement has been agreed within eight weeks, we will review progress, requirements and next steps with you. There is no automatic forfeiture of your claim at that review.

7.7 If a replacement is not found, we will consider any remedy legally due before discussing a continued search or alternative arrangement. If no refund or other remedy is legally due and you choose to close the replacement search, we offer a 25% discount on one subsequent placement fee accepted within 12 months after closure. That discount is an additional commercial concession, not a substitute for a refund or remedy required by law. The same failed placement cannot yield both a completed free replacement and that discount unless agreed.

7.8 If you request a materially different role, a domestic couple instead of one candidate, or additional staff, we will agree a revised scope and price before work on the new basis. Any agreed application of the original fee as credit will be stated expressly, with the additional amount due. There is no automatic obligation to supply two candidates for the price of one. Equally, we will not withdraw an existing valid like-for-like entitlement merely because you ask about alternatives.

7.9 The contractual benefit is one replacement who actually commences work. A proposed replacement who withdraws before starting does not use up that benefit. Once the replacement starts, there is no automatic fresh three-month contractual guarantee or second free replacement unless agreed. This does not limit remedies for our breach or statutory rights in respect of either introduction.

7.10 Subject to clause 7.11, there is no automatic contractual cash refund solely because the original candidate fails to start, resigns, is dismissed, or works only a short period, including one day. In those circumstances the agreed contractual benefit is the replacement process above. You may decline a replacement search, but that choice alone does not create a cash-refund entitlement. We will assess any separate legal ground you raise.

7.11 Nothing in this policy excludes a statutory cancellation right, a refund, price reduction, repeat performance, damages or other remedy arising from our breach or required by law. Retention of a fee remains subject to consumer fairness requirements and the actual circumstances. The policy does not permit us to retain money that we are legally required to repay. A refund legally due will be made within the applicable statutory deadline; where no deadline is prescribed, within 14 days after entitlement and amount are agreed or determined.

7.12 Trials and short-term bookings do not carry the permanent three-month replacement guarantee unless the booking confirmation expressly grants it. We will nevertheless address failures to provide our agreed service and apply any legal remedies. We will not retain advance fees for unprovided days merely by describing them as non-refundable.

7.13 Tell us if you fill the vacancy elsewhere, decide not to recruit, or need to pause the replacement search. We will confirm the effect on the search and any remaining contractual entitlement in writing. If you stop responding, we may pause active searching after giving reasonable written notice and an opportunity to respond. Silence does not automatically forfeit a refund or other legal remedy. A closed or filled vacancy does not itself create an automatic cash-refund entitlement.

7.14 An agreed discount on the original agency fee does not by itself remove the replacement guarantee. Any different contractual replacement package must be clearly described and expressly agreed before the client accepts the discounted offer, subject always to statutory rights.

8 Ending the search or withdrawing an offer

8.1 Either party may end an uncompleted search on seven calendar days' written notice, or sooner by agreement. You retain any right to cancel immediately under clause 9 or for our material breach. We may

suspend or end work for unlawful instructions, material non-payment after reasonable notice, or a serious safety concern, giving reasons and addressing outstanding obligations fairly.

8.2 If you end a search before a candidate accepts an offer, no permanent placement fee is due. Only separately agreed additional services and authorised expenses properly incurred are chargeable, subject to clause 9. No fee is payable for an unsolicited CV simply because you received it.

8.3 If you withdraw an accepted offer before commencement, we will assess payment for the service already performed and any reasonable net loss, crediting costs saved and mitigating loss. There is no automatic cancellation penalty. Any sum retained is capped at the agreed placement fee and must comply with applicable consumer law. We will provide a breakdown on request. Statutory cancellation and breach remedies take priority.

8.4 Ending this agreement does not by itself cancel the candidate's separate engagement, remove a valid accrued replacement claim, or extinguish a properly accrued fee. Surviving obligations include confidentiality, lawful data handling, payment of amounts properly due and resolution of existing claims. This does not permit open-ended fees or avoidance of mandatory rights.

9 Consumer cancellation and service rights

9.1 This clause applies where you are a Consumer. Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to a distance or off-premises agreement, you may cancel without giving a reason from formation of the agreement under clause 3.2 until the end of 14 days after the day it is made. This normally runs from acceptance of our search offer, not from an invoice, payment, candidate offer or employment start. Merely receiving or reading terms does not start the period. Statutory extensions apply if required cancellation information was not provided; mandatory protections prevail over inconsistent wording. A genuinely separate contract has its own applicable cancellation period.

9.2 To cancel, inform us by a clear statement, for example by email or post to the contacts in clause 1.1. You may use the model cancellation form included in Schedule 4, but do not have to. Sending your notice before the period expires is sufficient. We will acknowledge receipt on a durable medium where required.

9.3 We will not start services during the applicable cancellation period unless you expressly request this. Schedule 3 gives a separate optional request for you to make by email or signed document; accepting these terms alone does not make that request. If you do not request early performance, we will wait until the cancellation period ends. A request to start early is not itself a waiver of the cancellation right.

9.4 If you cancel after expressly requesting early performance, we may charge only the proportionate amount lawfully and contractually due for services actually provided before you communicated cancellation, based on the agreed total price or market value where that total is excessive. This does not introduce a search fee where clause 8.2 says none is due. No amount is payable where the Regulations prohibit a charge, including relevant failures to provide required information or obtain the required request. The full introduction fee is not automatically payable on statutory cancellation.

9.5 Before the cancellation period would otherwise expire, you lose the statutory right to cancel a service contract on full performance only where the legal requirements are met, including your express request for early performance and acknowledgement that the right would be lost on full performance. An introduction or payment alone is not conclusive full performance; continuing contractual obligations must be considered. This provision does not extend the normal cancellation period merely because services or replacement cover continue. Candidate withdrawal, departure or a replacement search under the same

agreement does not by itself restart an expired cancellation period. Replacement and other applicable rights remain available.

9.6 On valid statutory cancellation, we will refund sums due without undue delay and within 14 days after being informed, using the original payment method unless you expressly agree otherwise and without charging a refund fee. Any permitted proportionate service charge will be explained.

9.7 We must provide services with reasonable care and skill and honour legally binding information about them. Where applicable, your rights may include repeat performance within a reasonable time and without significant inconvenience, an appropriate price reduction, and other legal remedies. The replacement policy does not reduce these rights or require you to accept it instead of a remedy the law gives you.

10 Liability and separate engagement obligations

10.1 Nothing excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or anything else that cannot lawfully be excluded or limited. Your statutory rights and our regulatory duties are preserved.

10.2 A candidate's wages, notice, attendance and employment obligations arise under the candidate's agreement with you and applicable law. We do not guarantee either party's performance. This does not exclude liability for our own negligence, breach, misrepresentation or other actionable conduct.

10.3 For Consumers, we are responsible for loss and damage caused by our breach or failure to exercise reasonable care and skill where that loss is foreseeable under applicable law. The Business Client exclusions and cap below do not apply to Consumers. We do not exclude statutory service remedies.

10.4 For Business Clients only, and subject to clause 10.1 and legal reasonableness requirements, our aggregate liability arising from the relevant booking is limited to the greater of £50,000 and twice the agency fee for that booking. We exclude indirect or consequential loss, including lost profit, revenue, business, opportunity, anticipated savings or data only to the extent that such loss is indirect or consequential. The cap does not limit a repayment of fees that is legally due.

10.5 Both parties will take reasonable steps to limit avoidable losses. We will maintain appropriate insurance for our recruitment activities. No provision requires a Consumer to insure us against our own breach.

11 Confidentiality and personal information

11.1 Each party will protect confidential information received for the recruitment process and use it only for that purpose or to administer the engagement and agreement. Disclosure is permitted to authorised representatives and professional advisers who need it, to candidates where appropriate, with consent, or as required by law. This does not restrict protected disclosures or lawful reporting to regulators, courts or police.

11.2 Candidate information must be shared only with people genuinely involved in recruitment or engagement, stored securely, and retained only as lawfully necessary. Do not circulate profiles to other households or organisations without an appropriate lawful basis and our permission.

11.3 We will handle personal information in accordance with applicable data protection law, including the UK GDPR and Data Protection Act 2018 as amended, and our privacy notice supplied with this agreement. Our privacy notice is available at https://www.prestige-people.com/privacy-policy and will be supplied in a

form you can retain on request. Each party remains responsible for obligations applicable to its own processing. This clause does not assume every private household is a data controller in every circumstance.

11.4 On request or when no longer needed, confidential information will be returned or securely deleted, except for records lawfully retained for regulatory duties, legal claims or other justified purposes. Candidate access and other statutory rights are unaffected.

11.5 Existing intellectual property remains with its owner. You may use profiles and recruitment materials for the agreed recruitment purpose. We will not use your name, family identity, property photographs or logo in publicity without specific permission.

12 Complaints and general provisions

12.1 Send complaints to the contact in clause 1.1. We aim to acknowledge them within three Business Days and give a substantive response within 14 calendar days, or explain any delay and the next response date. We will consider the evidence, the agreement and applicable rights, rather than reject a complaint solely by reference to a no-refund label.

12.2 If a consumer complaint remains unresolved, we will provide information about an appropriate certified alternative dispute resolution body and state whether we are required or willing to use it, as required by law. Neither an internal complaint nor ADR removes a right to approach a regulator or court or extends a legal time limit automatically.

12.3 Notices may be sent to the agreed email or postal addresses. A party aware of delivery failure must use another reasonable method. No provision makes a notice effective before actual delivery merely because it was sent. Statutory rules on cancellation notices take priority.

12.4 Failure to enforce a provision immediately is not a general waiver. A written concession relating to a specific booking remains effective according to its terms. If a provision is unenforceable, the remainder continues only so far as it can lawfully operate; an unfair term is not automatically rewritten to the maximum benefit of the Agency.

12.5 Neither party may transfer obligations in a way that reduces the other's rights without the other's agreement. No third party has a right to enforce this agreement under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated. This does not affect rights arising independently under law.

12.6 English law governs this agreement. For Business Clients, the courts of England and Wales have exclusive jurisdiction. Consumers retain mandatory protections and any right to bring proceedings in the courts of their home jurisdiction. International work must comply with applicable local employment, recruitment, tax and consumer law; this clause does not displace it. Each party will comply with applicable anti-bribery law, including the Bribery Act 2010 where applicable.

Schedule 1 Annual placement fee rates

Percentages apply to the Gross Annual Remuneration defined in clause 2.4. Prestige People Ltd is not VAT registered, so no VAT is currently added to the rates below. If our tax status changes, we will explain any applicable tax in the quote before a new booking is accepted. Every Consumer quote must show the actual total including compulsory charges and any applicable tax. An accepted Consumer price will not be increased retrospectively merely because our VAT status changes. The booking confirmation identifies the precise category, total price and any agreed discount. A role not covered below requires an agreed quote; no rate is inferred after acceptance.

United Kingdom full time placements

Role	Rate
Nannies, Mannies and Housekeepers	18%
Governors, Governesses, Butlers, Personal and Executive Assistants, Secretarial Staff, Private Caregivers and Companions, Gentleman's Valets, Lady's Stylists, Pet Carers and Gamekeepers	20%
Maternity Nurses, Private Chefs, Estate and House Managers, Groundskeepers, Private Tutors, Domestic Couples, Chauffeurs, Security Staff, Family Office Managers, Personal and Pregnancy Trainers, Doulas and Nutritionists	20%

United Kingdom part time placements

Role	Rate
Nannies, Mannies and Housekeepers	20%
Butlers, Private Caregivers and Companions, and Pet Carers	22%
Private Chefs, Tutors, Personal and Pregnancy Trainers, Doulas and Nutritionists	22%

International full time placements

Role	Rate
Nannies, Mannies and Housekeepers	22%
All other Private, Childcare, Corporate and Specialist Staff	24%

International part time placements

Role	Rate
Nannies, Mannies and Housekeepers	22%

Role	Rate
Butlers, Governors, Governesses, Tutors, Private Caregivers, Companions and Pet Carers	24%
Private Chefs, Chauffeurs, Personal and Pregnancy Trainers, Nutritionists, and all other Specialist Staff	25%

Yacht and private jet crew full and part time

Role	Rate
Yacht Pursers, Bosuns, Chief Stews and First Officers or Mates	20%
Private Jet Crew, Yacht Captains and Ship Chefs	22%

The international category is based on the agreed principal work location outside the UK, not the client's nationality. The yacht and private jet categories take precedence for those roles. Mixed-country or mixed-duty positions require an express category in the booking confirmation.

Schedule 2 Trials and short term fees

These are agency fees for direct engagements by the client. They do not include candidate wages, travel reimbursement or employment costs. Prestige People Ltd is not VAT registered and does not currently add VAT. Any other applicable taxes are treated under clause 6.11. All dates, chargeable days, special rates, credits and permitted expenses must be confirmed before booking.

Trial bookings of up to 30 calendar days

Location	Agency fee
United Kingdom	First trial working day free of agency fee; each subsequent agreed trial working day within the maximum 30-calendar-day trial is £50 with no VAT currently added
International	First trial working day free of agency fee; each subsequent agreed trial working day within the maximum 30-calendar-day trial is the agreed local-currency equivalent of £50 before applicable tax

For an international trial, an advance payment equivalent to £50 is credited against chargeable agency fees. If only the complimentary first day takes place, the advance is refunded unless another lawful, separately agreed charge is due. Any exchange rate and local-currency amount must be fixed in the booking confirmation; illustrative dollar or euro equivalents are not binding rates.

The complimentary first day applies once per candidate per search. It waives only the agency fee, not wages or expenses payable to the candidate. Travel days attract an agency fee only if specifically identified as chargeable before booking; a travel day that is also a working day is not charged twice. Unworked or cancelled days are not automatically charged at the full daily fee; any cancellation charge must be separately agreed, proportionate and lawful.

Short term bookings of up to three calendar months

This percentage schedule normally covers bookings of 31 calendar days to three calendar months. A shorter fixed-term engagement that is not a trial may also use it where expressly agreed. The fee basis is the gross remuneration and agreed benefits payable for the booking period, not annual remuneration.

Location and role	Rate per day for booking period
UK Childcare and Private Household Staff, excluding the specialist roles below	£50.00 per day
UK Private Chef, Butler, Doula, Chauffeur and Corporate Staff	£50.00 per day
International Childcare and Private Household Staff, excluding the specialist roles below	£50.00 per day
International Private Chef, Butler, Chauffeur and Corporate Staff	£50.00 per day

Specialist maternity and newborn bookings

Booking	Special agency rate
UK Maternity Nurse, up to three months	£50 per agreed chargeable day or £250 per agreed booking week, with no VAT currently added
International Newborn Care Specialist or Doula, up to three months	Agreed currency equivalent of £150 per chargeable day or £500 per agreed booking week, before applicable tax

The booking confirmation must select daily or weekly charging, define the booking week and any partial-week calculation, and state whether the specialist rate replaces the general schedule. We do not charge both. These special rates do not extend to other roles by implication.

There is no automatic permanent-placement guarantee for these bookings. Any express credit towards a later permanent fee, including a goodwill trial credit, must be shown in the booking confirmation. In its absence no conversion credit applies, subject to clause 6.5 and statutory requirements.

Schedule 3 Search confirmation and acceptance

Acceptance of our agreements

Before you commit to our services, we will provide these terms, the agreed search details and the applicable fee or calculation method, together with any required cancellation information.

You may accept by replying “I agree” or using equivalent clear wording, signing our search confirmation, or completing a website registration process that expressly records your agreement to these terms and the disclosed fee arrangements.

Acceptance may also arise where, after receiving these documents and clear notice that proceeding will signify agreement, you instruct us to proceed with the agreed search or request that we arrange an interview or trial. The conduct must clearly demonstrate agreement. Merely receiving or viewing a candidate profile, receiving these terms or remaining silent does not constitute acceptance.

We will confirm the agreement and its formation date by email and retain the applicable documents. Statutory cancellation rights remain unaffected.

Starting the search promptly

If you want us to begin during an applicable cancellation period, you may expressly request this by email—for example, “I agree—please start the search now”—or through a separate, unselected option on our registration form.

Acceptance of the terms alone does not constitute that request. Any charge following statutory cancellation remains subject to clause 9. An early-start request does not itself remove your cancellation right.

Schedule 4 Cancellation information and model form

Your right to cancel

Where the statutory right applies, you may cancel this service agreement without giving a reason. The normal cancellation period expires at the end of 14 days after the day the agreement is made under clause 3.2. We will confirm that date and the normal deadline by email. Statutory extensions apply where required cancellation information was not supplied.

To exercise the right, inform Prestige People Ltd, 20–22 Castle Street, Beaumaris, Wales, LL58 8AP; info@prestige-people.com; telephone 0203 370 4139, of your decision by a clear statement, for example a letter sent by post or an email. You may use the model form below but it is not obligatory. It is sufficient to send your communication before the cancellation period expires. We do not require you to use an online account or telephone us first.

Effects of cancellation

If you validly cancel under this statutory right, we will reimburse payments received, subject only to a proportionate service charge lawfully and contractually due under clause 9.4. We will reimburse without undue delay and within 14 days after being informed of your decision, using the same payment method unless you expressly agree otherwise. You will not incur a reimbursement fee.

If you expressly requested that services begin during the cancellation period, you may have to pay a proportionate amount for services supplied before cancellation, compared with the full coverage of the agreement, only as permitted by clause 9.4 and law. The right may end early on full performance only in the circumstances in clause 9.5. Your other statutory service rights remain unaffected.

Model cancellation form

Complete and return this form only if you wish to withdraw from the contract. You may copy the text into an email or onto paper and add the requested details; there are no fields to complete when accepting these general terms.

To Prestige People Ltd, 20–22 Castle Street, Beaumaris, Wales, LL58 8AP; info@prestige-people.com:

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract for the supply of the following service:

Description of the recruitment service being cancelled (insert details).

Ordered on (insert agreement date).

Name of consumer(s) (insert name).

Address of consumer(s) (insert address).

Signature of consumer(s) (only if this form is notified on paper).

Date (insert the date of the notice).

(*) Delete as appropriate.

You may instead send any other clear cancellation statement. A missing booking reference or failure to use this optional form does not invalidate an otherwise clear cancellation notice.