## TERMS AND CONDITIONS OF EMPLOYMENT

Definitions: In these Terms and Conditions of Employment,

## **GENERAL**

- 1. The Company employs Guardians from time to time on an assignment basis to provide residential caretaking (house-sitting) services for householders during their absence from home. Such services will include:
  - Maintaining strict security at all times as regards the locking of doors and windows and setting of alarm systems, and as regards unauthorised visitors to the Client's property.
  - Care of pets and maintenance of their normal routines of feeding and exercise, as specified by the Client. Where suitable skills exist, care of horses, farmyard and other animals and birds may be undertaken.
  - Care of house, greenhouse and garden plants within reason, as agreed with the Client, including lawn care.
  - Keeping the house clean and tidy, with all basic domestic systems functioning. In the event of any breakdown (e.g. water, heating, power supplies and including weather damage to the fabric of the property), the Guardian, once clearance has been obtained through the Company, will initiate and supervise professional repair work as necessary. Guardians will NOT, under ANY circumstances, undertake repair work themselves.
  - Logging the Client's telephone or other messages and forwarding or holding them strictly in accordance with Client's instructions.
- 2: The Company is under no obligation to provide assignments for its employees, nor are employees under any obligation to accept any assignments offered to them.
- 3. This contract comes into force from the date of the Guardian's first assignment with the Company.

## THE CONTRACT

- 4. The Guardian will provide the above services with diligence, integrity and honesty and will abide by any Rules applicable to him/her/them which may from time to time be issued by the Company.
- 5. The Company will not, without good reason, terminate an assignment once it has begun. If, however, it proves necessary to do so, for whatever reasons including sickness or a breach of the Rules or these Terms and Conditions of Employment, the Company will be liable for the Guardian's wages and Daily Subsistence Allowance only up to the date of termination.
- 6. The Company will pay the Guardian remuneration as published in the Guardian's Income Package (after the deduction of PAYE and National Insurance contributions, where necessary) on a monthly basis in arrears, for work completed in that month and will add to it, untaxed, the Daily Subsistence Allowance.

<sup>&</sup>quot;The Company" means The Home Service Ltd

<sup>&</sup>quot;The Client" means the person(s) requesting the Company to supply house-sitting services

<sup>&</sup>quot;(The) Guardian" means any employee of the Company chosen to carry out an assignment for the Client.

- 7. The Company undertakes to cover Guardians on assignment with comprehensive Employer's Liability, Professional Indemnity and Public Liability Insurance. This is in force from arrival at Client's house until departure from it and when a Guardian is on an authorised assignment from the Company.
- 8. Guardians will maintain strict confidentiality concerning any information they may receive about the Company and the Client and will not divulge the identity of any Client, their movements or whereabouts to anyone not authorised by the Company to receive such information. Similarly, no information relating to other assignments which they have completed or accepted may be revealed by the Guardian to any unauthorised person.
- 9. Guardians may not engage in any activity on Client's premises or elsewhere during the course of an assignment whose consequences could in any way be damaging to, or reflect badly on either the Client or the Company.
- 10. Where the Guardian(s) are for whatever reason obliged to respond to personal circumstances/events which require their presence away from an assignment, they will immediately advise the Company and will under NO circumstances, independently of the Company, attempt to re-arrange the handling of the assignment.
- 11. Guardians are responsible for providing their own insurance cover for any possessions they take with them on assignment.
- 12. Any Guardian who works directly for a Client will be immediately removed from the Company's books/payroll, and may face civil proceedings instigated by the Company for loss of earnings.
- 13. Guardians are required to inform the Company if any approaches are made to them by Clients to by-pass the Company and work directly for them as residential caretakers/house-sitters.
- 14: Guardians may not set up or sponsor any business at any time which competes directly or indirectly with the Company unless written approval to do so has been obtained from the Company, signed by a Director of the Company.
- 15: Guardians are required to make the Company aware of any civil or criminal proceedings against them (other than minor traffic offences) whenever and wherever they are instigated.
- 16. Should the Guardian be found to have misled the Company with any of the information provided by him/her as part of their application for employment, or at any later time, or to be in breach of the Terms and Conditions of Employment, the Company will be entitled to bring an immediate end to any contractual relationship with the Guardian and in extreme cases, will be entitled to instigate civil proceedings for the recovery of financial losses sustained by the Company as a result of such breaches of contract.