## **Hire Best Kenyan Maids**

## **Contract Agreement**

# **Contract Agreement for Clients**

This contract agreement is made between Hire Best Kenyan Maids (referred to as "the agency") and the client (referred to as "the employer") on this day of [.....], with the intention of hiring a househelp.

- 1. Placement Fee: The employer must pay the agency a placement fee of Kes 1,500 to match them with a trained househelp. This fee is valid for one year, and the employer has the right to request a replacement of the househelp without any additional charges during that period.
- 2. Responsibilities of the Employer: The employer is responsible for providing a safe and healthy working environment for the househelp. This includes providing a suitable place for the househelp to sleep, eat and rest. The employer must ensure that the househelp has access to clean water, food, and other basic amenities.
- 3. All payments will be made through Lipa na M-PESA, Pay Bill No: **247247** and Account No: **0718867776**.

The employer must provide the househelp with a clear job description that outlines their duties, working hours, and expected conduct. The employer should communicate clearly with the househelp regarding any specific instructions and requirements.

The employer is responsible for paying the househelp a monthly salary in accordance with the terms agreed upon with the agency. The employer must ensure that the househelp receives their salary on time and in full. Any deductions or adjustments to the salary must be agreed upon in advance and documented in writing.

The employer must provide the agency with feedback regarding the house help's performance, behavior, and any other relevant information. This will help the agency to provide better matching services and improve the quality of their househelp.

3. Responsibilities of the Agency: The agency shall provide the employer with a list of trained househelps who are available for placement. The agency shall conduct

thorough background checks on all house helps and provide the employer with their profiles and references.

The agency shall provide the employer with a replacement househelp if the original househelp is unable to continue working due to unforeseen circumstances such as illness or death. The replacement househelp shall be provided free of charge if it is within that year of booking.

The agency shall provide the employer with advice and guidance on managing the househelp. This includes training on effective communication, managing expectations, and conflict resolution.

4. Termination of Contract Either party may terminate this contract at any time by giving one week's notice in writing. The employer shall pay the agency any outstanding fees or expenses owed.

If the employer terminates the contract within the first six months, the agency shall provide a replacement househelp free of charge. If the contract is terminated after six months but within that year of placement, the employer shall pay a placement fee of Kes 500 for the replacement house help.

If the employer terminates the contract due to the house help's misconduct or breach of contract, the employer shall be entitled to a replacement.

Confidentiality and Data Protection: Both parties shall treat all personal and confidential information obtained during the course of this contract as confidential. This includes information about the house help, the employer, and the agency.

The agency shall collect and process personal data in accordance with the Kenyan Data Protection Act (2019). The agency shall not share any personal data with third parties without the employer's consent.

- 6. Governing Law and Jurisdiction: This contract shall be governed by and construed in accordance with the laws of Kenya. Any disputes arising from this contract shall be resolved through arbitration in accordance with the rules of the Kenya National Chamber of Commerce and Industry.
- 7. Entire Agreement: This contract represents the entire agreement between the agency and the employer and supersedes all previous negotiations, discussions, and agreements. Any modifications to this contract must be made in writing and signed by both parties.

# 8. Amendments

This contract may only be amended in writing signed by both parties.

By signing below, both parties agree to the terms and conditions of this contract.

Employer Signature:	
Date:	
Managing Director	

Date: .....

# **Contract Agreement for House Helps**

This contract agreement is made between Hire Best Kenyan Maids (referred to as "the agency") and the house help (referred to as "the employee").

1. Services

The agency will provide the employee with job placement services to households that require house help services. The agency will match the employee with a household that meets their requirements as specified in their job description. The agency will also provide training to the employee to ensure that they are competent in performing their duties.

2. Basic Salary

The employee will receive a basic salary of Kes 7000 or more, depending on their level

of experience and qualifications.

3. Monthly Deductions

The employee will be required to pay a fee of Kes 500 every month for a period of 3 months, which will facilitate monthly check-ups and emergency purposes for the entire year of placement. The fee is non-refundable and must be paid in full before the start of the second month of placement.

4. All payments will be made through Lipa na M-PESA, Pay Bill No: **247247** and Account No: **0718867776**.

5. Employee Responsibilities

As the employee, you are responsible for performing your duties to the best of your ability. You are required to be punctual, reliable, and trustworthy. You must respect the privacy and confidentiality of the household you are working for.

The employee should take good care of the household's property and report any damages or losses immediately. The employee is also responsible for ensuring that the household is clean and tidy, and for performing any other duties as specified in their job description.

# 5. Termination

Either party may terminate this contract by providing written notice to the other party. If the employee wishes to terminate the contract, they must provide the agency with two weeks' notice. If the agency wishes to terminate the contract, they must provide the employee with one week's notice.

If the employee violates any of the terms of this contract or fails to perform their duties to the satisfaction of the household, the agency has the right to terminate the contract immediately.

#### 6. Confidentiality

Both parties agree to maintain the confidentiality of any information shared during the course of the contract. The employee agrees not to disclose any personal information about the household to any third party without their consent.

#### 7. Dispute Resolution

In the event of a dispute arising between the parties, they agree to first attempt to resolve the dispute amicably. If the dispute cannot be resolved amicably, either party may seek legal action.

#### 8. Governing Law

This contract shall be governed by and construed in accordance with the laws of Kenya.

#### 9. Entire Agreement

This contract contains the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or verbal.

#### 10. Amendments

This contract may only be amended in writing signed by both parties.

By signing below, both parties agree to the terms and conditions of this contract.

Employee Signature: .....

Date:	
Managing Director:	

Date: .....

In addition to the above contract agreement, the employee is also required to adhere to the following rules:

- 1. The employee should report to work on time and should not be absent without prior notice to the household or the agency.
- 2. The employee should maintain a professional attitude towards their work and the household they are working for.
- 3. The employee should not engage in any illegal activities or activities that may harm the reputation of the household or the agency.
- 4. The employee should not disclose any confidential information about the household or the agency to any third party.
- 5. The employee should maintain a clean and hygienic appearance and wear appropriate clothing while at work.
- 6. The employee should not bring any guests to the household without prior permission from the household or the agency.

Thank you for choosing us, at Hire Best Kenyan Maids, we pride ourselves on our commitment to customer satisfaction!!!

