

## Terms and Conditions

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Business the following definitions apply:

**"Agency"** means Nanny and Child Ltd Media House 66-70 South Street Dorking RH4 2HD

**"Agency Fee"** means the relevant fee payable to the Agency for the Services as set out in clause 5.

**"Candidate"** means any person introduced by the Agency to a Client.

**"Client"** means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the candidate is introduced

**"Introduction"** means the passing by the Agency to the Client of Candidate profiles or other information in relation to a Candidate.

**"Placement"** means the engagement, employment or use of the Candidate by the Client or any third party to whom the candidate has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services: under an Agency, licence, franchise or partnership agreement: or any other engagement; directly or through a limited company or which the Candidate is an officer or employee

**"Week"** means a working week Monday – Friday

**"Weeks"** means working weeks, each being Monday – Friday

- 1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

### 2. PLACEMENT FEES

2.1. The amount of the Agency Fee will be determined by reference to the type of employment as follows:  
A permanent position is defined as a single booking for a duration of 30 weeks or more. Our fees are based on the number of full or part days worked in one week:

Permanent Placements – live out and live in to be employed:

5 days a week: £2000  
4 days a week: £1600  
3 days a week: £1200  
2 days a week: £800  
1 day a week: £400

Part-day live-out permanent Placements (i.e. less than 4 hours a day) to be employed:

5 days a week: £1375  
4 days a week: £1100  
3 days a week: £825  
2 days a week: £550  
1 day a week: £275

2.2. A temporary position is defined as single booking placement for 29 weeks duration or less.

Short-term temporary day placements of less than 1 week

For each full or part day employed: £30.00





Longer-term temporary placements of at least 1 week  
Per first week of employment: £125.00  
Per week employed thereafter: £80

2.3. A maternity nurse placement is defined as single booking placement for 29 weeks duration or less.

Short-term temporary day placements of less than 1 week  
For each full or part day employed: £35.00  
Longer-term temporary placements of at least 1 week  
Per first week of employment: £135.00  
Per week employed thereafter: £90

### 3. TERMS OF PERMANENT PLACEMENTS

- 3.1. Nanny and Child agree to refund a Client in full if a permanent applicant fails to take up employment after a placement (Subject to the Terms of Business).
- 3.2. Should a permanent applicant leave your employment within six weeks of the date of commencement of employment (to include any period of notice worked), it is our policy to provide one permanent replacement only free of our placement charges (Subject to our Terms of Business).
- 3.3. Should a client decide to employ a temporary nanny or mother/father's help whilst trying to find a replacement permanent nanny or father/mother's help then the client will be charged the relevant temporary fee in accordance with Clause 2.2).
- 3.4. Nanny and Child must be given up to one calendar month from the date of your notification that the permanent applicant has left your employment (after any notice period has been worked), to provide a permanent replacement. If during this period the client makes alternative arrangements or requests 'no replacement', no refund will be given.
- 3.5. If it proves impossible for Nanny and Child to effect a permanent replacement within one calendar month, the following partial refunds will be paid by Nanny and Child in accordance with the scale set out below subject to the conditions in Clause 3.6:
  - If the Candidate leaves within the first 2 weeks: 75%
  - If the Candidate leaves after 2 weeks but before the end of her 4th week: 50%
  - If the Candidate leaves after 4 weeks but before the end of her 6th week: 25%

"Week" is working week Monday – Friday and an applicant who leaves employment is physically leaving employment after any notice period has been worked.

- 3.6. The above guarantee and refund terms shall not apply if:
  - a) the agency is not informed in writing within 2 days of the permanent applicant leaving your employment.
  - b) the invoice has not been settled in full within 14 days of date of invoice as per our Terms of Business;
  - c) a suitable replacement has been found within one calendar month through Nanny and Child or if another agency has been engaged during that period;
  - d) the applicant leaves within the guarantee period due to working conditions being contrary to those agreed to prior to the commencement of employment or due to mistreatment of the applicant;
  - e) the client varies the requirements for a replacement nanny/mother's help from the original specification;
  - f) the applicant leaves at any time after the end of working week six (to include any notice period worked).
- 3.7. Refunds and Guarantees applicable to permanent placements are not applicable to temporary placements.
- 3.8. The refund for a permanent replacement will be based on whichever of the applicants (original or replacement) remained in the Client's employment the longest.

### 4. TERMS OF TEMPORARY PLACEMENTS

- 4.1. Cancellation of temporary bookings must be made to the agency at least 24 hours before the booked start time of the temporary applicant. Where cancellations are made within 24 hours of the temporary applicant's due start- time 50% of the agency fee must be paid by the client. Where cancellations are made after the due start time the full agency fee will remain payable by the client.
- 4.2. If a temporary applicant who has been accepted by the client proves unsatisfactory then the client will only be charged for the number of days or weeks the nanny actually worked and every effort will be made by the agency to find a



suitable replacement. The placement of the temporary replacement applicant will incur an agency fee in accordance with Clause 2.2. The same will apply if the temporary applicant decides to leave of their own accord or is absent through illness.

- 4.3. All communications regarding the placement of a temporary applicant must be made directly between the client and Nanny and Child in a timely manner and not through the applicant, in order to avoid any misunderstandings.

## 5. ACCOUNT TERMS

- 5.1. Fee payable within fourteen days of the date of invoice. Nanny and Child Ltd is not VAT registered.  
5.2. A surcharge of 10% will be added to all accounts not settled within fourteen days. If those accounts still remain unpaid after 90 days further 10% surcharge will be added to the outstanding account.

## 6. TERMS FOR NANNY-SHARE SERVICE

- 6.1. If two Clients register with the Agency together in search of a nanny to share then 50% of the relevant Agency fee will be payable by each Client.  
6.2. If the two Clients approach the Agency separately, each will be charged the full Agency fee.  
6.3. If one of the Clients has a nanny already and is seeking a share, then they will be charged 50% of the Agency fee if such a family is found, and that family will be charged the full Agency fee.  
6.4. If the Agency facilitates the introduction of two Clients seeking a nanny share who then employ a nanny not introduced by the Agency then 25% of the Agency fee will be charged to each Client.

## 7. GENERAL TERMS

- 7.1. Nanny and Child offers its services only if the Terms and Conditions specified herewith are understood, accepted and complied with. Nanny and Child's Terms and Conditions apply to all introductions and engagements affected by or through Nanny and Child.  
7.2. Registration with the Agency is deemed to signify acceptance of these Terms of Business. Nanny and Child's fees are for the introductions of applicants only and do not include any salary due to be paid to an applicant. Unless the applicant is self-employed, it is the responsibility of the Client to deduct Tax and National Insurance etc.  
7.3. Unless otherwise agreed in writing by a proprietor of the Agency, these Terms and Conditions of Business shall prevail over any other terms of business or purchase conditions put forward by the client.  
7.4. No variation or alteration of these Terms and Conditions of Business shall be valid unless approved in writing by a proprietor of the Agency.  
7.5. All placement fees become due when an applicant has been accepted for a post, not on the commencement of employment.  
7.6. The fee charged for the introduction of any applicant, Permanent or Temporary, is applicable to one placement only. Re-employment of an applicant by the Client at a future date will be re-chargeable and Nanny and Child must be notified immediately of any such arrangement.  
7.7. Where applicants are engaged on a short-term and temporary basis and their employment is extended beyond the original period to become permanent, the appropriate fee will be charged in accordance to clause 2.1 above and terms under clause 3 will apply. It is the responsibility of the Client to inform Nanny and Child immediately of this.  
7.8. Clients retaining the services of applicants, however unsatisfactory, will be liable for the placement fee in full for the period retained.  
7.9. All introductions are confidential. All work undertaken by Nanny and Child for the client in respect of the introduction of an applicant to the client shall be for the private and confidential use of the client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of Nanny and Child. Clients introducing an applicant to a third party will be held responsible for the appropriate fee due from a resulting placement.  
7.10. If the applicant leaves employment as a result of the Client's failure to comply with the agreed hours and duties that were previously agreed between the applicant and the client and confirmed to Nanny and Child, the full placement fee will remain payable to Nanny and Child.  
7.11. If the services of any applicant are cancelled after a firm booking has been made, but before the placement commences, 50% of the placement fee will be charged on all occasions. A 'firm booking' constitutes an applicant being accepted for a post whether verbally or in writing and the applicant having accepted.  
7.12. Nanny and Child act as a means of introduction only for the placement of permanent and temporary staff to be directly employed by the client. Nanny and Child endeavours to ensure the suitability of any applicant introduced to the client. Notwithstanding this, the client shall satisfy itself as to the suitability of the applicant and the client shall take up any



references provided by the applicant to it or the agency before engaging such applicant. The final responsibility and final decision as to whether such an applicant should be engaged by the client for a permanent or temporary position is that of the client. The client shall be responsible for obtaining work and other permits, if required, for the arrangement of medical examinations and/or investigations into the medical history of any applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the applicant is engaged to work.

- 7.13. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensations (whether direct, indirect or consequential) which may be suffered or incurred by the client arising from or in any way connected with the agency seeking an applicant for a client or from the introduction to or placement of any applicant by the client or from the failure of the agency to introduce any applicant. No liability shall attach to Nanny and Child either in contract or in tort for loss, injury or damage sustained as a result of the act or omission of an applicant, however so arising, even if such act or omission is fraudulent or negligent. Nanny and Child shall not be liable to indemnify the client in respect of any claim made against the client for any such loss, injury or damage.
  - 7.14. The Client agrees to notify Nanny and Child immediately a placement is made and agrees to pay the appropriate fee within fourteen days of date of invoice.
  - 7.15. No refund will be payable to the Client should the applicant leave within the guarantee period due to working conditions being contrary to those agreed to prior to the commencement of employment or due to the mistreatment of the applicant.
  - 7.16. Nanny and Child have the right to refuse to represent a Client at any time.
  - 7.17. The employer must agree with the employee prior to commencement of duties, details of pay, hours of work, holidays, sick pay, and notice period. We strongly advise that any contract completed between the employee and the employer must be in writing to avoid future misunderstandings and we can provide model contract forms if requested. We will assume that all terms of placement have been agreed unless you inform the Agency in writing to the contrary prior to the commencement of placement.
  - 7.18. Nanny and Child reserve the right to change or add to the above Terms and Conditions without prior notification.
8. LAW
- 8.1. These Terms and Conditions of Business are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.
  - 8.2. All information obtained by the agency, whether written or oral, will be kept in the strictest confidence in compliance with the 1998 data protection act. Relevant personal information will be shared between consenting parties as required

