

TERMS AND CONDITIONS

Agency - `Angels Nannies ,Hertfordshire Nannies, Buckinghamshire Nannies or Bedfordshire Nannies' or any agency acting on our behalf.

Client – Employer, Family or Parent using the services of the Agency (or associate) for a fee. By registering with the Agency either verbally or in writing, and receiving a Candidate's details or for interview, the Client accepts the Agency's Terms and Conditions. The Client is named on the Client registration form.

Candidate – A Nanny and/or Housekeeper, Babysitter, Maternity Nurse, Mother's Help, Childcarer or any person seeking domestic employment who has applied to the Agency (or associate) to find work with a Client.

1) **INTRODUCTION AND FEES** (June 2011)

SPECIAL OFFER - FOR JUNE 2011 UNTIL FURTHER NOTICE ALL FEES ARE VAT FREE.

- a. For an overseas placement the Agency requires a non-refundable deposit of £100 prior to receiving candidate details which is deductible from the full final fee.
- b. A permanent placement for both U.K. and overseas residents/candidates is defined as one of a period of six calendar months or more.
- c. A temporary placement for both U.K. and overseas residents/candidates is defined as one of less than six calendar months.
- d. An introduction is deemed to be made when the Agency discloses or provides to the Client the name of a Candidate or the Candidate's details either verbally, by telephone, mail or email.
- e. The client agrees to notify the Agency immediately when an engagement is agreed and accepted either verbally or in writing and then to pay the required agreed fee (as quoted in our fee structure) in full within seven days of invoice or before the nanny commences employment (whichever is sooner). The Candidate will not commence employment prior to full payment of invoice. For overseas placements the full fee will be payable before the candidates departure. The Agency reserves the right to advise the Candidate to withdraw His /Her acceptance of employment in the event that payment has not been paid in full.
- f. For overdue invoices an interest surcharge of 5% will be charged from the date of invoice until payment in the event of legal proceedings being commenced by the Agency to recover the fee. The interest rate will then be the current rate pursuant to the County Court Act 1984 from the date on which proceedings were started. Invoices will be forwarded to the client immediately upon a candidate being offered a position. Payments outstanding seven days after the due date may also incur a late payment charge of £12 for each weekly reminder.
- g. Introductions are mutually regarded as private and confidential and referring to a third party any candidate's details introduced through or by the Agency who then engages that employee after a

verbal or written offer and acceptance will deem the Client liable for the full applicable fee and these Terms and Conditions will apply for that placement.

h. If a Client employs a candidate who has been introduced by the agency but does not inform the agency within seven days a 50% surcharge will be applicable in addition to the original fee. If a Client declines a Candidate or the offer of employment is declined but subsequently the Candidate is employed by the Client at any time then the full applicable fee will be payable.

i. Clients are offered the opportunity to employ a Candidate on a 'trial' basis for no longer than two days free of charge. Any 'trial' exceeding the two days will render the Client liable for the full permanent fee. If the Client deems the Candidate unsuitable but retains the Candidate or employs the Candidate at a later date, the Client will be liable for the full Agency fee.

j. Where the employment of a 'temporary' employee is extended, an invoice to cover the extra appropriate fee will be issued to the Client. Following cessation of a temporary placement, if the Client offers further employment, either permanent or temporary within twelve months of the cessation, a further Agency fee as appropriate will become due and payable within seven days.

k. The Client shall be liable and shall indemnify the Agency against all costs incurred in respect of any proceedings or actions taken by the agency to obtain outstanding fees. In the event of a Client's cheque being returned as unpaid by the bank the Client will be liable for a £30 administration fee.

2) **REPLACEMENTS**

a. The Agency fees for U.K. and overseas placements are non refundable (for exceptions please see below).

b. Refunds will only be made in full if an employee fails to attend in the first instance and no acceptable replacement can be found within a four week period.

c. Please note, refunds will only be payable to Clients who have settled their invoice within the 7 days as stated in condition (1: e) above, and from whom we have received written confirmation of termination of employment within 7 days and upon condition that the working conditions and original job specification have not changed.

d. An offer of employment made by a Client that is subsequently withdrawn before a candidate has commenced work is liable to a fee of 50% of the original introduction charge providing the Client informs the agency in writing in no less than fourteen days before the Candidate is due to start work. Any cancellations of less than fourteen days notice are liable for the full Agency fee and one week's salary for the Candidate.

e. If a Candidate placed by the Agency in a permanent position resigns the position in less than three calendar months the Agency will endeavour to replace the first Candidate placed with the Client for no additional fee providing the original fee was paid within the stipulated seven days, that the working conditions, hours and job specification have not changed or that no unreasonable demands have been made upon the Candidate by the Client and that no verbal or physical aggressive behaviour has been shown towards the Candidate or any employee of the Agency. The Agency will supply a minimum of two Candidate's profiles and may take up to four weeks to supply

these profiles. The Agency accepts no responsibility should the Client deem the replacement profiles unacceptable. The Agency will not be liable for a replacement after the first Candidate has been replaced.

f. If the Candidate has left the position at the request of the Client in less than three calendar months the Agency will endeavour to replace the first Candidate placed with the Client for no additional fee providing the original fee was paid within the stipulated seven days, as long as the employment location, job description and hours of the position have not changed or that no unreasonable demands have been made upon the Candidate by the Client and that no verbal or physical aggressive behaviour has been shown towards the Candidate or any employee of the Agency. The Agency will supply a minimum of two Candidate's profiles and may take up to four weeks to supply these profiles. The Agency accepts no responsibility should the Client deem the replacement profiles unacceptable. The Agency will not be liable for a replacement after the first Candidate has been replaced.

3) **GENERAL**

a. The Client shall be responsible for obtaining any work permits, tickets, visas and for arranging any appropriate medical examinations and for checking medical history. The Client shall pay any reasonable travel expenses to a Candidate attending interview subject to prior agreement between both parties. The Client is requested to accept reverse charge calls from prospective Candidates calling long distance.

b. In the event that the Client has to delay the commencement of employment of the Candidate the Client shall (unless a mutual agreement can be made between both parties) be liable to pay the Candidate the full agreed salary from the original commencement date to the actual commencement date and no refund, or any part thereof, of the Agency fee is refundable.

c. Whilst the Agency strives to introduce the best service possible and the highest standard of employees for its Clients, and all appropriate and relevant checks are made, the Agency cannot be held responsible in any way for any employee introduced. Therefore the Client must be responsible to satisfy himself/herself as to the suitability of a Candidate introduced by the Agency before engagement including confirmation of qualifications or references, for both of which the Agency cannot be liable for any discrepancies. The Agency shall not be liable to the Client for any costs, damage, loss, claims, or liability suffered or incurred by the Client arising from the engagement of any Candidate however it may arise. The Agency offers no warranty either expressed or implied for a Candidate's honesty, reliability, character, suitability or capacity. The Agency will not be liable for death or personal injury resulting from its negligence.

d. The Client shall be responsible for all national insurance and taxation arrangements and payments to any Candidate engaged by the client. The Agency can recommend a payroll service to the Client but is an introduction agency only. The client will be responsible for the Candidates/Employees remuneration.

e. The Agency offers a contract of employment only as a guide for the Client

f. The Agency recommends to all Candidates that they obtain appropriate insurance. It is the sole responsibility of the Client to ensure they have suitable cover themselves and that any person they

should employ has a current Public Liability Insurance with a recommended minimum of £1,000,000 limit of Indemnity. It shall be the responsibility of the Client to ensure that adequate motor insurance is arranged for the Candidate in the course of childcare duties, whatever car may be used.