

NANNY SMART

Terms and Conditions of Business

Please read this document carefully as it sets out the terms and conditions relating to the introduction of temporary and permanent staff to you by Nanny Smart, which is an employment agency.

1. Definitions

In these terms and conditions:-

“Appointment”	means the engagement of a Candidate by the client or any third Party, following an introduction by Nanny Smart.
“The Agency”	means Nanny Smart established by Sharanjit Gill.
“Candidate”	means any Nanny or Babysitter whose identity or details are Communicated (whether orally or in writing) to a client by the Agency.
“The Client”	means any person, firm or company to whom the candidate is Introduced.
“Daily Candidate”	means any Candidate whose appointment involves ‘one-off’ day(s) or part thereof.
“Full-time Candidate”	means a Candidate whose appointment exceeds 4 days per week.
“Part-time Candidate”	means a Candidate whose appointment does not exceed 4 days per Week.
“Permanent Candidate”	means a Candidate whose appointment exceeds 12 weeks in duration.
“Temporary Candidate”	means a Candidate whose appointment does not exceed 12 weeks in duration.
“Weekend Candidate”	means a Candidate whose appointment involves both a Saturday and Sunday.
“Introduction fee”	means the fee payable by the client to the Agency in Accordance with these terms and conditions.

2. Contract

- 2.1 These terms and conditions apply to all contracts for the introduction of candidates by the Agency to the Client.
- 2.2 These terms and conditions are deemed to be accepted by or on behalf the Client upon an Introduction.

3. Obligations of the Client

- 3.1 The Client acknowledges that the Agency provides an introductory service only and it is the Client who employs the Candidate.
- 3.2 The Client acknowledges the Client is ultimately responsible for deciding to appoint a Candidate and taking up proper references before making an appointment.
- 3.3 The Client shall be responsible for the Candidate’s Tax and National Insurance Contributions under rules set out by the Inland Revenue.

4. Warranty

- 4.1 The Agency shall endeavour to ensure the suitability of the Candidate based on the information the Client has provided but the Agency makes no warranty or representation express or implied in respect of any Candidate.
- 4.2 Without prejudice to clause 10 no liability can be accepted by the Agency for any loss of profits, revenue or business or for other claims for any indirect, special, consequential loss which arise out of or in connection with any Appointment of a Candidate by a client.

5. Indirect Introductions

- 5.1 The Client shall be liable to pay a separate Introduction Fee in accordance with clause 6 if it refers any Candidate to any third party within twelve months of an introduction which results in an engagement of the Candidate by that third party.
- 5.2 The replacement Guarantee (referred to in clause 8) shall not apply to any indirect Introductions.

6. Fees

- 6.1 In the event of an Appointment as a result of an Introduction the Client shall pay the Introduction Fee (as calculated in accordance with Schedule 1 attached) within fourteen days of the date of invoice. The fee is chargeable upon engagement not upon the date of first employment.
- 6.2 In the event of the Agency providing a **Nanny Share** service the following shall apply:
 - a) Where the agency is approached by two Clients in order to find a Candidate whose services are to be shared between the two Clients, then the Clients are liable to pay between them the Introduction fee in full in accordance to clause 6.1.1
 - b) Where the Agency is approached by the Client in order to find both a Candidate and a 2nd Client with whom to share that Candidate, then each Client shall be liable to pay 80% of the Introduction Fee in full in accordance with clause 6.1.1
 - c) Where the Agency is approached by a Client to find both a Candidate and a 2nd Client (as described above in 2), if a Candidate is Introduced by the Agency and if the candidate is subsequently hired by the client prior to a 2nd Client being found, the Client shall be liable to pay the Introduction Fee in full (in accordance with clause 6.1.1) and whilst the Agency shall endeavour to find a 2nd Client, no warranty or representation is given to that effect;
 - d) Where the Agency introduces one client to another and both Clients subsequently share a nanny who has not been introduced by the Agency, even if one client already employs the nanny, the client who initially contacted the Agency shall be liable to pay 20% of the Introduction Fee in accordance with Schedule 1;

e) Where the Agency is approached by a Client who already employs a nanny and is looking for another client to share the nanny with, the Client shall be liable to pay 20% of the Introduction Fee in accordance with schedule 1.

All payments are exclusive of Value Added Tax

- 6.3 Where an offer of employment has been made in writing by the Client and is subsequently withdrawn by the Client after acceptance by the Candidate through no fault of the Candidate, the full Introduction Fee will be payable by the Client. If the Candidate is employed on a Temporary Candidate basis and is subsequently engaged on a Permanent Candidate basis or if the Temporary Candidate employment is extended so that the period of agreement lasts longer than 12 weeks then the Client will pay the Agency the full Permanent Candidate Introduction Fees less any fees already paid in respect of the Temporary Candidate Appointment.
- 6.4 The Introduction Fee of a Temporary or Permanent Candidate applies to only one Appointment. Re-employment of a Candidate at a future date within twelve months on Introduction will be subject to a further Introduction Fee and it is the responsibility of the Client to inform the Agency of any such Appointment.

7. Expenses.

Client will be directly responsible for the reimbursement of Candidate's travel expenses for all interviews or meeting with the Client.

8. Replacement Candidate

- 8.1 If the Appointment terminates within 8 weeks of the date of commencement of the Permanent Candidate's employment the Agency will attempt to find a replacement Candidate (only one replacement will be provided unless otherwise agreed in writing) at no extra cost to the Client provided that:
- 8.2 the Client notifies the Agency in writing within seven days of the termination of Appointment;
- 8.3 All payments due to the Agency under these terms and conditions have been made by the due dates;
- 8.4 The Client has not failed to carry out any of its obligations under these terms and conditions;
- 8.5 The employee did not leave due to change in the job description or a change in location, or due to unreasonable working conditions.
- 8.6 Whilst the Agency shall endeavour to find a replacement Candidate the Agency makes no guarantee that such a Candidate will be found.

9. Refund of Fees

- 9.1 Subject to clause 8 if within the four weeks of the date that the Client
- 9.2 notifies the Agency of the termination of the Appointment the Agency is unable to find a suitable replacement Candidate (provided that the Client has not unreasonably refused the proposed replacement Candidate) the Agency will pay to the Client a refund of the Introduction Fee on the following scale:

Period of employment	Introduction Fee Refund
Up to two (2) weeks	75%
Up to four (4) weeks	50%
Up to six (6) weeks	25%
Up to eight (8) weeks	15%

9.3 The Client acknowledges and accepts that if during the four week period referred to at clause 9.1, the Client employs or engages another employment Agency or any other recruitment method, the Client will not be entitled to any refund payment from the Agency. The Client understands that this clause is designed to give the Agency a reasonable time within which to put forward a suitable Candidate.

10. Liabilities

Except in respect to death or personal injury caused by the negligence of the Agency, the Agency shall have no liability of whatever nature to the Client for an amount exceeding the Introduction Fee, including for negligence or by reason of any representation, warranty, condition or other term of the contract, for any loss or damage (including but not limited to loss of profit or goodwill) or claims for consequential compensation. Without prejudice to the foregoing, any liability of the Agency to the Client for negligence of the Agency shall accordingly be limited to the amount of the Introduction Fee paid by the Client.

11. Confidentiality

All information supplied by the Agency to the Client in connection with the Appointment and the Candidate will be kept confidential by the Client and the Client shall not disclose such information to any third party.

12. Miscellaneous

- 12.1 The Agency reserves the right to review and to revise these terms and conditions by giving one week's notice to the Client.
- 12.2 Failure or delay by the Agency in enforcing or partially enforcing any provision of these terms and conditions will not be construed as a waiver of any rights under these terms and conditions.
- 12.3 These terms and conditions shall be governed by and constructed in accordance with the laws of England and Wales.