



## **Terms and Conditions of Business**

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

### **1. Definitions**

“The Agency”	means Nanny Smart established by Sharan Gill
“The Candidate”	means the employee introduced by the Agency to the Client for an Engagement.
“The Client”	means any person, firm or company whom the Candidate is introduced.
“Engagement”	means the Engagement, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis.
“Introduction”	means any details of a Candidate given to the Client or third Party by email, post, telephone, in person or other means.
“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 any Permanent Candidate by the Agency to the Client.
- 2.2.** These Terms and Conditions are deemed to be accepted by or on behalf of the Client upon an Introduction.

### **3. Clients Obligations/Responsibilities**

- 3.1.** The Clients acknowledges that the Agency only provides an Introductory service and it is the Client who employs the Candidates
- 3.2.** The Client acknowledges that they are responsible for deciding to appoint a Candidate and for taking up reference and other relevant checking so that they are to their satisfactory before making an Engagement.
- 3.3.** The Client is responsible for the payment of the appropriate and agreed remuneration for any Candidate employed as a result of an Introduction and shall where appropriate pay National Insurance Contributions and Income Tax applicable to that Candidate.

- 3.4. The Client is responsible to place an employment contract between the Client and Candidate. The Agency can offer a model contract but is not responsible for any of the contents.
- 3.5. Written or verbal communication supplied by the Agency shall be confidential. If the Client supplies information to a third party which results to an Engagement, these terms and conditions shall apply accordingly and will be liable to pay the full fee for the Introduction.
- 3.6. It is the client's responsibility and obligation to immediately inform the Agency when a Candidate is introduced by the Agency who has already been introduced by a third party. If the Client does not so inform the Agency then it will be presumed that the Introduction has been made by the Agency and the relevant Agency fee will become payable.
- 3.7. Similarly the Client agrees to not take on a candidate by or via a third party (other agency, website or similar) if the candidate was introduced by the Agency first. If the Client does, the relevant agency fee will become payable.
- 3.8. The Client shall notify The Agency immediately if a Candidate introduced or supplied by the Agency (either verbally or in writing), is engaged by the Client. As a result of such engagement, the Client agrees to pay an introduction fee in accordance with the Agency Scale of Fees.

#### **4. Agency Introduction Fee's**

- 4.1. The Client agrees that The Agency fee is payable within 7 days of the invoice date or before the candidate takes up the employment (whichever is sooner)
- 4.2. The Agency reserves the right to charge the Client a 10% surcharge on all accounts not settled within 7 days and/or before the candidate takes up the employment (whichever is sooner)
- 4.3. The Client shall be liable for and shall indemnify the Agency against all costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Client by the Agency to obtain payment of any outstanding Agency Fees, surcharge and interest.
- 4.4. The Agency reserves the right to advise a candidate to withdraw his or her acceptance of the employment in the event that payment in full has not been made by the Client within 7 days of the invoice date and/or before the start date.
- 4.5. The Client agrees to notify the Agency if a Candidate returns to a Client at a future date or if a temporary or part-time engagement is extended to further hours/days. In such instances, the appropriate additional fee shall become payable in accordance with the agency scale of fees.
- 4.6. If a Candidate introduced by the agency is rejected (or rejects an offer of employment) by the Client, a full introduction fee will be payable if the Candidate is subsequently employed by the Client at any time.
- 4.7. Should the Client cancel an engagement after the confirmation has been made (either verbally or in writing) 50% of the agency fee is still payable in full.

## **5. Nanny Share**

**5.1.** Where the Agency is approached by two Clients in order to find a candidate whose services are to be shared between the two clients, the Clients are liable to pay the Agency fee in full between them.

**5.2.** Where the Agency is approached by the Client in order to find a Candidate and a 2<sup>nd</sup> Client with whom to share the Candidate, then each client will be liable to pay 80% of the Introduction Fee.

**5.3.** Where the Agency is approached by the Client in order to find both a Candidate and a 2<sup>nd</sup> Client (as described above), if a Candidate is Introduced by the Agency and if the Candidate is subsequently engaged by the Client prior a 2<sup>nd</sup> client found, the Client shall be liable to pay the full Agency fee, and whilst the Agency endeavours to find a 2<sup>nd</sup> Client, no warranty or representation is given to that effect.

**5.4.** Where the Agency introduces one Client to another and both Clients engage with a Candidate not introduced by the Agency, even if one Client employs a Candidate, the Client who initially contacted the Agency will be liable to pay 20% of the Introduction Fee accordingly to the structure of the fees.

**5.5.** Where the Agency is approached by the Client who already has employed a Candidate and is looking for another Client to share the candidate's services, the Client shall be liable to pay 20% of the Introduction Fee accordingly to the structure of the fees.

## **6. Replacement Candidates**

**6.1.** If the Engagement terminates within 8 weeks of the date of commencement of any permanent placement, the Agency will attempt to find a suitable replacement (only one suitable replacement will be provided unless otherwise agreed in writing) at no extra cost to the Client providing that:

**6.2.** The Client notifies the Agency in writing within seven days of the termination of the Engagement:

**6.3.** All payments due to the Agency under these terms and conditions have been made by the due dates;

**6.4.** The Client has not failed to carry out any of the responsibilities/obligations under these terms and conditions;

**6.5.** The Candidate does not leave due to change in the job description or change of location, or due to any unreasonable working conditions.

**6.6.** The Permanent Candidate terminated the contract due to unforeseen circumstances, for example: death in family.

**6.7.** Whilst the Agency endeavours to find a suitable replacement, the Agency makes no guarantee that a Candidate will be found.

## **7. Refund of Fee's**

**7.1.** Subject to clause 6 if within four weeks of the date the Client notifies the Agency of the termination of the Engagement and the Agency is unable to find a suitable replacement Candidate; provided that the Client has not unreasonably refused the proposed Candidate, the Agency will pay to the Client a refund of the Introduction Fee according to the following schedule:

<b>Period of Employment</b>	<b>Introduction Fee Refund</b>
Up to two ( 2 ) weeks	75%
Up to four ( 4 ) weeks	50%
Up to six ( 6 ) weeks	25%
Up to eight ( 8 ) weeks	15%

**7.2.** The Client acknowledges and accepts that if during the four week period referred to in clause 6.1, the Client employs or engages with another recruitment agency, or uses 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 to put forward a suitable Candidate.

## **8. Liability**

**8.1.** The Agency shall not be liable under any circumstances for any loss, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in anyway connected to the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from any failure of the Agency to introduce any Candidate. For the avoidance of any doubt, the Agency does not exclude any liability for death, personal injury arising from its own negligence.

**8.2.** The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including child carers.

## **9. General**

**9.1** The agency reserves the right to refuse to represent a Client at any time

**9.2** The agency reserves the right to change or add to these terms and conditions without prior notification.

## 10 **Law**

**10.1** These terms and conditions of Business are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.