



AU PAIR SERVICES

Terms and conditions of business

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

1. Definitions

- “The Agency”** means Nanny Smart
- “The Candidate”** means the Au Pair introduced by the Agency to the Client for an engagement
- “The Client”** means the host family whom the candidate is introduced to.
- “Engagement”** means the Engagement 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 e-mail 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: By completing our registration form, interviewing a Candidate through Nanny Smart, or reading the details of a Candidate whose introduction has been sent via e-mail, the Client agrees to our Terms and Conditions.
- 2.2 Nanny Smart acts as an introductory service between the Client and Candidates. The Agency will undertake checks on the candidate details such as; ID, verbal reference checks, Police check. The Agency will match the Clients requests as closely as possible, in all cases, the Client acknowledges they are responsible for deciding to appoint a Candidate and for taking up reference and other relevant checking to verify that the Candidate meets their individual requirements.
- 2.3 The Client accepts and agrees that in order for the Agency to provide the Client with suitable introductions, the Agency can share the personal details of the Client, as provided to the Agency by the Client, with our carefully selected Candidates.



3. Clients obligations and responsibilities

- 3.1 The Candidate should always be welcomed as a member of the family.
- 3.2 The Candidate should be provided with a comfortable private bedroom.
- 3.3 The Candidate should be given weekly pocket money in return for her services.
- 3.4 The Candidates' meals should be either included in the family shopping or given an agreed food allowance to cover 3 meals per day.
- 3.5 The Candidate should be given in writing list of duties and responsibilities.

4. Introduction Fee

- 4.1 If the Client engages with one of our Candidates', then a one-off fee of £375 will be payable.
- 4.2 The Agency does not charge VAT on their invoices.
- 4.3 The Client agrees to settle the invoice within 7 days of the invoice date.
- 4.4 The Agency reserves the right to charge the Client a 10% surcharge on all accounts not settled within the 7 days.
- 4.5 The Client shall be liable and shall indemnify the Agency against all costs and expenses incurred by the Agency in respect if 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.
- 4.6 The Agency reserves the right to advise the Candidate to withdraw his or her engagement in the event that payment in full has not been made by the Client within 7 days of the invoice date.
- 4.7 The Client agrees to notify the Agency if a Candidate returns to a Client at a future date. In such instances, the Introduction fee will be payable.
- 4.8 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. Replacement

- 5.1 If the Engagement terminates within 12 weeks of the date of commencement, The Agency will attempt to find a suitable replacement, only one suitable replacement will be provided unless otherwise agreed in writing and the agency is given 2 weeks period at no extra cost to the Client providing that:
- 5.2 The Client notifies the Agency in writing within seven days of the termination of the engagement:
- 5.3 All payments due to the Agency under these terms and conditions have been made by the due dates :
- 5.4 The Client has not failed to carry out any of the responsibilities/obligations under these terms and conditions:



- 5.5 The Candidate does not leave due to change in the job description or change of location, or due to any reasonable living conditions.
- 5.6 The Candidate terminated the engagement due to unforeseen circumstances, for example; death in the family.
- 5.7 Whilst the Agency endeavours to find a suitable replacement within 2 weeks period, The Agency makes no guarantee that a Candidate will be found.

6. Refund of Fee

- 6.1 Subject to clause 5, if the Agency is unsuccessful in introducing a suitable replacement within the two weeks period; provided that the Client has not unreasonably refused the proposed Candidate(s), the Agency will pay to the Client 50% of the Introduction Fee.
- 6.2 The Client acknowledges and accepts that if during the two week period referred to in clause 5, the Client employs or engages with another source or uses any other recruitment method, the Client will not be entitled to a 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.

7. Liability

- 7.1 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 any way connected to the Agency seeking a Candidate for the Client. For the avoidance of any doubt, The Agency does not exclude any liability for death, personal injury arising from its own negligence.

8. General

- 8.1 The Agency reserves the right to refuse to represent a Client at any time.
- 8.2 The Agency reserves the right to change or add to these terms and conditions without prior notification.
- 8.3 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.