

# Terms and Conditions - Miss Poppins Nanny & Babysitting Agency

## 1. Contract

These terms and conditions shall represent a legally binding contract between the client or employer (the "Client") and Miss Poppins nanny agency (the "Agency"). The verbal/written instruction by the Client to the Agency to submit suitable Candidates for contact or interview or arrangement of interviews shall constitute acceptance by the Client of these terms and conditions. The term "Candidate" means a person introduced by the Agency. The Agency is acting as an employment agency.

## 2. Fees

### Permanent placement 3% of annual income

Fees are payable by the Client on the acceptance, either verbally or in writing, by a Candidate of a position with the Client. It is the responsibility of the Client to notify the Agency if a Candidate has been offered employment. Fees, at the current rate of the Agency charges, are payable within 5 days from the date of the invoice submitted by the Agency, and in any case prior to commencement of employment. The Agency reserves the right to charge the Client a 25% surcharge on all accounts not settled within this period and in addition to reclaim any costs (including debt collector fees) incurred as a result of chasing for payment.

- a. Fees are due in respect of each Candidate taking up a position with the Client or as otherwise set out herein, and are based on the position and the salary payable to the Candidate. If a Candidate returns to a Client at a future date or if a temporary engagement is extended then the appropriate additional fee shall become payable. In the case of a Candidate returning to a Client, this fee shall be the current full fee chargeable by the Agency for the relevant position, and in the case of a temporary engagement being extended, the fee shall be the difference between the fee actually charged and the fee that would have been charged if the Candidate had been engaged for the whole period. The Client agrees to notify the Agency of a re-engagement or extension of a temporary engagement.
- b. In the case of temporary positions (which includes for the avoidance of doubt babysitting bookings) and unless otherwise agreed the relevant fee is based on the number of hours, days or weeks initially requested. No refund or reduction from the Agency's current rate will be given in the case of these bookings if the booking is cancelled or reduced in duration. If the temporary period is subsequently extended then paragraph 2(a) above will apply. In the case of part time positions, if within 2 months the Candidate is asked to work longer hours, then an additional fee will be charged which will be the difference between the fee actually charged and the fee that would have been charged if the Candidate had been initially engaged for those longer hours.

## 3. Confidential Information

All communication, whether written or oral and however communicated, shall be confidential between the parties. Should the Client pass on any information including, inter alia, details of Candidates, or recommend a Candidate to a third party resulting in a booking of permanent temporary or part time childcare employment then the Client will be liable for the relevant full fee as if the booking had been made by the Client itself and these terms and conditions shall apply accordingly.

#### **4. Introduction by Third Parties**

It is the obligation of the Client 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 effected by the Agency and the relevant fee will become payable. We would remind the Client that they are legally responsible for their employees Tax, payments and for providing a detailed pay slip.

#### **5. Liability**

The Agency will endeavour to provide the Client with only the most suitable Candidates. However the final decision to employ a Candidate is the sole responsibility of the Client and the Agency does not accept any liability for any kind of inconvenience, loss or damage howsoever arising and whether caused directly or indirectly from an act or omission of a Candidate introduced by the Agency. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Candidate introduced by the Agency and employed by the Client. Candidates are not the employees of the Agency. The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including childcare. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

#### **6. Miss Poppins - Refund Policy**

If a Candidate who has been confirmed as a permanent placement with the Client either does not start employment or leaves within 6 weeks of starting employment with the Client then one free replacement will be provided, subject to the following conditions:

- a. the Agency is informed by the Client within 2 days of the termination of the employment
- b. the relevant fee has been settled in full within 14 days of the date of invoice and in any case prior to commencement of the position
- c. the booking has not been cancelled by the Candidate because of unreasonable demands by the Client; or unreasonable working conditions; or a change in the job description; or a change in location; or a breach of the employment contract (whether signed or not) or employment regulations (including pay)
- d. the Client is still intending to employ a childcarer and the Agency is given 3 weeks to find a suitable replacement; and the Client does not use another agency or source during the 3 weeks to find a replacement.

Once one free replacement has been found, there are no further refunds or replacements offered. In the event that a free replacement cannot be found, the Agency at its discretion may refund the Client the following percentage of the original fee:

- 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%

No refund will be given where the Client retains the services of a Candidate, even though the Client considers the Candidate unsatisfactory, and no refund will be given where the Client withdraws their offer of employment to the Candidate.