



BESPOKE CHILDCARE

Terms & Conditions

This Terms & Conditions Contract is between an employer/client, herein after to be called the 'Client' and The Family Agency Ltd. A Client is defined as a person(s) who approaches The Family Agency Ltd either via verbal or written instruction and requests The Family Agency Ltd to introduce the Client to a Nanny, Au Pair or Au Pair plus (or any other childcare professional requested), herein after to be called the 'Candidate,' for the purpose of employment.

By registering with The Family Agency Ltd either verbally or through written instruction the Client accepts and wholly understands The Family Agency Ltd *Terms & Conditions of Business*. Any and all business undertaken by The Family Agency Ltd is transacted subject to the conditions herein set out, each of which shall be incorporated and implied by any agreement with The Family Agency Ltd

Services

The Family Agency Ltd will introduce a Candidate to carry out work for the Client of such nature as notified by the Client. Upon placing this request, the Client will specify its exact requirements by providing the full details of the work for which the Candidate is needed to carry out.

The Client shall notify The Family Agency Ltd immediately should it choose to engage a Candidate introduced or supplied by The Family Agency Ltd. As a result of such engagement, the Client agrees to pay a placement fee in accordance with The Family Agency Ltd *Fee Structure*.

The introduction of a Candidate to a Client by The Family Agency Ltd, directly or indirectly, is confidential and such introductions are made individually. If the Client or a member of the Client's staff or any acquaintance or associate of the Client, passes on an introduction to any other person or persons within six months of the Candidate's introduction to the Client by The Family Agency Ltd, resulting in the engagement of the Candidate, the Client shall be liable for payment of the full fee in accordance with the The Family Agency Ltd *Fee Structure* for permanent placements.

The Family Agency Ltd is run by experienced consultants each with experience in successful Nanny and Au Pair placements and will ensure, but cannot not guarantee, the suitability of any candidate introduced by The Family Agency Ltd to the Client. Suitability includes, but is not limited to, a Candidate's character, honesty, reliability or professional capacity. The Family Agency Ltd accepts no liability for any loss, damage, expense or compensation suffered or incurred of any nature by the Client, arising directly or indirectly from an act or omission by any Candidate introduced to the Client by The Family Agency Ltd.

Refund Scheme

If a Candidate engaged in **permanent** employment by the Client does not remain in the Client's employment for at least two weeks or has their employment terminated by the Client within two weeks of commencement, The Family Agency Ltd will provide a refund or free placement excluding a £200 administrative fee, if all the following conditions are met:-

1. The Client notifies The Family Agency Ltd within 24 hours of the Candidate's notice of termination.

2. The Client paid The Family Agency Ltd placement fee in full within 7 days of the invoice date.
3. The Client has not changed the Candidate's location of employment, the hours originally agreed by the Candidate and Client or the original job description and has provided the Candidate with an employment contract.
4. The Client did not terminate the Candidate's employment or the Candidate did not resign due to unreasonable demands placed upon the Candidate by the Client or for reasons stated above in '3'.
5. The Client still intends to employ a Nanny or Au Pair.
6. The Client has allowed The Family Agency Ltd 4 weeks (commencing from the date the Client notified The Family Agency Ltd of the original Candidate's resignation or notice of termination) as sole Agency engaged by the Client to recruit a suitable replacement Candidate to be engaged by the Client and the Client has not taken on another Nanny or Au Pair

If the Client has not met the above conditions (1) to (6) The Family Agency Ltd, the Client is responsible for full payment of the initial placement's invoice and no refund is due. Should the Client find the Candidate unsuitable and still retains the Candidate under their employment, The Family Agency Ltd will offer no refund to the Client.

Fee Structure

The Client holds full responsibility for informing The Family Agency Ltd immediately upon enlisting the Candidate's services whether the Client intends to engage a Candidate on a permanent or temporary basis. Unless specifically stated by the Client, a request for a permanent Candidate will be assumed by The Family Agency Ltd and the applicable fee will be charged to the Client.

1. Should the Client choose to engage a **Live-In Candidate** for permanent employment within the UK, The Family Agency Ltd charges a standard placement fee (please see price list) if paid within 7 days of the invoice being issued. If payment has not been fully settled by 7 days of the invoice being issued OR by the commencement of the employment (whichever is the soonest) then an additional 15% will be added to the invoice and it **may delay the start date of the nanny or au pair and will affect the refund policy.**
2. Should the Client choose to engage a **Live-Out Candidate** for permanent employment within the UK, The Family Agency Ltd charges a standard placement fee (please see price list) **if paid within 7 days of the invoice being issued.** If payment has not been fully settled by 7 days of the invoice being issued OR by the commencement of the employment (whichever is the soonest) then an additional 15% will be added to the invoice and it **may delay the start date of the nanny or au pair and will affect the refund policy.**
6. There are no refunds due should the Client cancel the booking or reduce the days required once the booking has been made and confirmed on both sides. In cases where a Candidate is employed for specified dates but continues to work for the Client afterwards or is allowed to remain in the household on a paid or unpaid basis beyond the specified dates, then the Client will be charged the appropriate additional fee. The client will be liable to pay the nanny the agreed rate for days they have booked even if they cancel them.
7. The Family Agency Ltd will issue an invoice after the Client has accepted a Candidate – verbally or through written instruction – for employment. Fees for temporary placements are payable by the Client within 3 days of the invoice being issued. For all fees not settled in accordance with The Family Agency Ltd *Terms & Conditions of Business* are subject to an additional 15% surcharge on each re-invoice which may occur every 7 days. This is cumulative and will be added to each invoice until it is paid.

Fees for permanent placements are payable by the Client within 7 days of the invoice being issued or advance of the booking commencing, whichever soonest. For all fees not settled in accordance with The Family Agency Ltd *Terms & Conditions of Business* are subject to an additional 15% surcharge on each re-invoice which may occur every 7 days. This is cumulative and will be added to each invoice until it is paid, no VAT is charged on this.

Employment Contract & Client Responsibility

Should the Client wish to interview and/or employ a Candidate outside of London, the Client is responsible for paying all travel expenses incurred by the Candidate for the return travel.

The Family Agency Ltd holds no responsibility for the Client and Candidate's employment contract and such matters are to be arranged between Client and Candidate. The Family Agency Ltd may offer a template Employment Contract, which the Client may use as a guide or point of reference. Once the contract between Client and Candidate is drawn, the Client is responsible for the submitting a copy to The Family Agency Ltd. This is in line with The Conduct of Employment Agencies and Employment Business Regulations 2003 (effective April 6, 2004). The Family Agency Ltd is not liable for any losses, personal injury or death resulting from its negligence. The Client assumes full legal responsibility for their employee's Tax and National Insurance deductions.

Additional to The Family Agency Ltd taking up references on the Candidate, the Client agrees to also satisfy himself as to the suitability of any Candidate and shall take up any references provided by the Candidate and/or The Family Agency Ltd before engaging the Candidate in employment. The Client shall be responsible for obtaining work and other permits for the Candidate where necessary. It is the responsibility of the Client to inspect original employee documentation as it is not always possible for The Family Agency Ltd personnel to do so. Client holds full responsibility for the arrangement of any medical examinations and/or investigations into the medical history of the Candidate and qualifications as may be required by law. The Client shall ensure that any nanny the Client employs has public liability insurance and the Client shall also ensure the Client has employers' liability insurance in force for any nannies the Client employs.

The Family Agency Ltd provides a complete service to parents – making the whole process as simple as possible. Additional to finding the ideal nanny or Au Pair for you and your family. The contract above represents our exact Terms & Conditions of Business