



# Hattie's Nannies

## & Wedding Crèches



### Terms & Conditions

#### 1. **Contract**

These terms and conditions shall represent a legally binding contract between the client or employer (the "Client") and Marketing and Business Services trading as Hattie's Nannies ("the Agency"). The verbal or written instruction by the Client to Hattie's to submit suitable Candidates for contact or interview shall constitute acceptance by the Client of these terms and conditions. The term "Candidate" means a person introduced by the Agency in any capacity.

#### 2. **Fees**

- 2.1 An engagement takes place when a Candidate has accepted, either verbally or in writing, a position offered by the Client. It is the responsibility of the Client to notify the Agency if a Candidate has been engaged. Fees are payable upon engagement, even if the starting date is at a later specified time, and must be paid within 7 days of the date on the invoice submitted by the Agency. The Agency reserves the right to charge the Client a 20% surcharge on all accounts not settled within this period.
- 2.2 In the case of the Candidate returning to the Client at a future date or if a temporary or part-time engagement is extended then the appropriate additional fee shall become payable. The Client agrees to notify the Agency of a re-engagement or extension of a temporary engagement.
- 2.3 In the case of temporary positions, and unless otherwise agreed, the relevant fee is based on the number of weeks initially requested. No refund or reduction from the Agency's current rate will be given if the number of weeks is subsequently reduced.
- 2.4 The Agency reserves the right to alter fees by giving 7 days notice in writing of so doing.

#### 3. **Confidentiality**

- 3.1 All communication, whether written or oral or however communicated, shall remain confidential between the parties. However, any information given by the Client to the Agency is given with the knowledge that it may be passed on to the Candidate in the interests of providing effective service.
- 3.2 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 temporary or permanent childcare employment, the Client will be liable for the full relevant 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 inform the Agency immediately if the Agency introduces a Candidate who has already been introduced by a third party. Failure to do so will result in the presumption that the Agency effected the introduction and the relevant fee will become payable.



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### 5. Liability

- 5.1 The Agency endeavours 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. The Agency does not accept any liability for any kind of inconvenience, loss or damage however 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 suitability, honesty, capability or character of any Candidate introduced by the Agency and employed by the Client.
- 5.2 Candidates are not under the employment of the Agency at any time. The Client is responsible for:
- 5.2.1 Providing the employee with a contract of employment
  - 5.2.2 Paying the wages of the employee in accordance with that contract
  - 5.2.3 Accounting for the Tax and National Insurance in respect of the employment of the employee
  - 5.2.4 Taking out insurance cover in respect of the employee whilst the employee is in the Client's home
- 5.3 The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.
- 5.4 The Agency has a template contract of employment and is happy to provide this template to the Client on the understanding that it is for guidance purposes only. The client is advised to take independent legal advice on matters of contract law.

### 6 Our Guarantee

- 6.1 If a Candidate who has been confirmed a permanent placement with the Client either does not start employment, has their employment terminated in writing within 4 weeks or leaves within 4 weeks of starting employment with the Client then a replacement will be placed with the Client subject to the following conditions:
- 6.1.1 The Agency is informed within 2 days of the termination of employment or cancellation of booking
  - 6.1.2 The relevant fee has been settled in full within 7 days of the invoice
  - 6.1.3 The booking has not been cancelled because of unreasonable demands by the Client
  - 6.1.4 The employee has not left because of unreasonable working conditions or because of a change in the job description, contract or change in location
  - 6.1.5 If no replacement can be found within 4 weeks from date of termination of employment of the previous candidate, the Agency will pay the following refund on a sliding scale:-

1 week from start date of contract	75% refund
2 weeks from start date of contract	50% refund
3-4 weeks	20% refund
  - 6.1.6 No refund is given for temporary placements, except when the candidate cancels the engagement prior to commencement of employment.
- 6.2 No refund will be given where the Client retains the services of a Candidate even though the Client considers the Candidate unsatisfactory.
- 6.3 In the event of the Client cancelling the engagement offer prior to the Candidate's commencement of employment a non-returnable fee of £250 will become payable to the Agency to cover costs incurred.