

Little Angels

Terms and Conditions

1.0 The Contract

These terms and conditions shall represent a legally binding contract between the client or employer (the "Client") and Little Angels nanny agency (the "Agency"). The verbal or written instruction by the Client to the Agency 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 or put forward by the Agency.

2.0 Payment of Fees

2.1

The Client must pay due fees to the Agency on the acceptance, either verbally or in writing, by a Candidate of a position with the Client.

It is the Client's responsibility to notify the Agency immediately after a Candidate has been offered employment.

2.2

The fees payable to the Agency are as follows:

A one-off registration fee of £25 is due on instruction of the Agency by the Client.

The fee for a permanent placement (a placement of over three months in duration) is three times the Candidate's net weekly salary. There is a minimum fee payable of £350 per permanent placement.

The fee for a temporary placement (a placement of up to three months) £45 per week or part week.

The fee for a Maternity Nanny is £75 per week or part week.

The fee for a Regular babysitter is £250.

2.3

Fees are payable within 7 days from the date of the Agency's invoice. The Agency reserves the right to charge interest at a rate of 25% per month on fees paid after this date.

2.4

If a Candidate returns to a Client at a future date, or if a temporary or part-time 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.

In the case of a temporary or part-time 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.

2.5

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.

3.0 Confidentiality Agreement

It is accepted that all communication, whether written or oral and however communicated, shall be confidential. Should the Client pass on any information including Candidates' details, or recommend a Candidate to a third party resulting in a booking of any childcare or related 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.

4.0 Third Parties

4.1

The Client agrees to immediately inform the Agency when a Candidate is introduced either verbally or in writing by the Agency if that same Candidate has already been introduced by a third party or another agency. If the Client does not do so, the appropriate Agency fee will be due.

4.2

If a friend or relative of the Client wishes to book a Candidate, then the Client agrees to notify the Agency and refer the third party to the Agency directly. Any private bookings resulting from a breach of this undertaking will render the Client liable for full payment of the Agency fee for that booking.

5.0 Replacements and Refunds

5.1

If a Candidate who has accepted a position with the Client either does not start employment, or has their employment terminated (in writing) or leaves within 2 weeks of starting employment with the Client then a full refund, excluding a £65 administration charge, will be given subject to the following conditions:

- (i) the Agency is informed within 2 working days of the cancellation or termination of the employment;
- (ii) the relevant fee has been settled in full within 7 days of the date of invoice;
- (iii) the employment has not been cancelled by the Candidate because of unreasonable demands by the Client;
- (iv) the Candidate has not left because of unreasonable working conditions or because of a change in the job description or other substantial change in circumstances; and
- (v) if the Client is still intending to employ a nanny or child carer, the Agency is given 3 weeks to find a suitable replacement.

5.2

No refund will be given where the Client retains the services of a Candidate, even though the Client considers the Candidate unsatisfactory.

6.0 Liability

6.1

It is possible that despite great effort on the part of the Agency, the Candidate supplied by us does not meet your original specification. If you do employ such a Candidate the Agency fee applies.

6.2

This Agency endeavours to find the most satisfactory Candidates and will not be held in any way responsible for any loss, damage, expense, injury or inconvenience suffered by the Client 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 Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.