



Terms and Conditions

These Terms and Conditions of Business set out the basis upon which the Agency will provide its Services within the UK and will be deemed to come into effect when the Agency confirms acceptance of the Client's instructions orally, in writing or by email to the Client and/or the Client verbally instructs the Agency to submit Applicants for an Engagement.

It is agreed as follows:

1. Definitions and Interpretation

In this Contract, the following words and expressions shall have the following meanings (unless the context requires otherwise)

"Agency" means Your Nanny Friend Recruitment, whose registered office is 32 The Swallows, Welwyn Garden City, Hertfordshire, United Kingdom, AL7 1BY.

"Agreement" means the agreement between the Agency and the Client for the provision of the Services incorporating these Terms and Conditions as evidenced by the acceptance by Agency of the Client Instructions.

"Applicant" means a person introduced by the Agency to the Client to be considered for an Engagement in respect of childcare and private domestic staff.

"Client" means any person, including any family connections of such person, or company who contacts the Agency with the aim of Engaging an Applicant and for whom the Agency has agreed to provide the Services in accordance with these Conditions.

"Client Instructions" means the instructions and information provided by the Client setting out, amongst other things, the Client's details and requirements for childcare or other staff whether submitted on line, orally in accordance with these conditions.

"Confidential Information" means all personal and business information about the parties to this Agreement.

"Engagement Commencement Date" means the date on which the Applicants Engagement with the Client commences.

"Engagement" means the employment, hire or other use, directly or indirectly and whether under an agreement of service or Agreement for services or Agreement for services or otherwise, and on a permanent, temporary, or other basis, of an Applicant, by or on behalf of the Client, whether or not that Agreement is in writing but in any case, where the Client provides remuneration (whether monetary or otherwise) to the Applicant.

"Permanent Engagement" means Engagement for any period of more than 16 consecutive weeks (full-time or part-time).

"Service Fee" means money payable to the Agency by the Client for the Engagement of the Applicant as set out in Schedule 1;

"Temporary Engagement" means an Engagement for any period up to 16 consecutive weeks (full-time or part-time)

1. **"Services"** means an introduction service whereby a Client is introduced to one or more Applications to work for the Client as a nanny or other form of private staff for the Clients family.



In this Agreement unless the context clearly requires otherwise:

- 1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit
- 1.2 a reference to a person includes reference to that person successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 1.3 a reference to a “Month” means a calendar month and “Week” means 7 consecutive days.

2. Agreement

- 2.1 The Agreement between the Agency and the Client, incorporating these Terms and Conditions, shall only come into force when the Agency confirms acceptance of the Client Instructions orally, in writing or by email to the Client and /or the Client verbally instructs the Agency to submit suitable Applicants for an Engagement.
- 2.2 These Terms and Conditions apply to the Agreement to the exclusion of all other terms and conditions and shall to the extent contradictory supersede any other documentation or communication between the Client and the Agency.
- 2.3 The Agency reserves the right to vary the terms of this Agreement and/or the way it provides the Services by way of written notification to the Client who shall consent to such changes (such consent shall not be unreasonably withheld or delayed) stating the date such amendments will take effect.
- 2.4 This Agreement together with any schedules (which are expressly incorporated herein), constitutes the entire Agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether written or oral in respect of its subject matter. The Client acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. The Client shall not have any claim for innocent or negligent misrepresentation based on any statement in this Contract. Nothing in this Agreement purports to limit or exclude any liability for fraud.
- 2.5 The Client acknowledges that he/she understands exactly what is included in the Services and he/she is satisfied that the Services are suitable and satisfactory for his/her requirements.

3 Cancellation of Agreement

- 3.1 If, and only if, the Client is an individual consumer, then he/she may cancel this Agreement within 14 days (“cooling off period”) of entering into it. Accordingly, the Agency is under no obligation to commence provisions of the Services until after the expiry of the cooling off period.
- 3.2 If the Client requires the Agency to provide the Services sooner than 14 days after the Agreement has been made, he/she must instruct the Agency to do so in writing, acknowledge that he/she will lose their right to cancel upon such instruction

4 Relationship of Parties

- 4.1 Nothing in this Agreement shall create a partnership or agency or the relationship of employer and employee, or
Other relationship between any of the parties, other than the contractual relationship expressly provided for in this Agreement.



- 4.2 The Agency is an employment agency acting as an intermediary which introduces Applicants to prospective clients and vice versa. The Agency has no part, contractual or otherwise, in any arrangement between the Client and the Applicant and is not an agent in law for any person.
- 4.3 Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf except as expressly agreed in this Contract.
- 4.4 The Agency warrants that it has all necessary authority to perform its obligations set out in this Agreement.

5 Obligations of The Client

- 5.1 The Client accepts that the Agency acts only as an introduction agency for childcare and domestic private staff placements and therefore holds no employer responsibility for any Applicant whether introduced on a permanent, contract or temporary basis, the Client accepts that the Agency has no responsibility, for deciding whether an Applicant is suitable for the role, and cannot guarantee, the length an Applicant will remain within an Engagement.
- 5.2 The Client is responsible for providing a full detailed job description to the Agency in the Client Instructions. The Client confirms that the description of work and other information that he/she has provided, or shall provide, is accurate and complete. In addition, the Client accepts that in order for the Agency to provide the Client with the Services to the best of its ability, the Agency shall be able to share limited details of the job with third parties such as Applicants or third parties such as job boards and/or partner agencies. The Agency confirms that no photos, family names or contact details shall be shared to third parties, except Candidates that the Client wishes to interview.
- 5.3 The Client agrees to satisfy himself/herself as to the suitability of an Applicant generally and, but not limited, to the following:
 - 5.3.1 taking up references, including the confirmation of any professional, academic or other qualifications;
 - 5.3.2 obtaining DBS checks criminal record checks or police checks in the relevant country and to ask to see copies of any certification obtained by an Applicant, including paediatric first aid certification;
 - 5.3.3 ensuring that the Applicant can drive to the standard expected by the Client;
 - 5.3.4 confirming identity and proof of address confirmation documents and necessary certificates; and
 - 5.3.5 obtaining any necessary medical certificate, the cost of which the Client acknowledges shall be paid by him/her if necessary
- 5.4 The Client shall not discriminate against any Applicant and shall comply with the provisions of any anti-discrimination legislation including but not limited to the Equality Act 2010;
- 5.5 The Client and Applicant shall agree on the duties, hours, conditions, and remuneration, with the help of the Agency and the offer to the Applicant shall be set out in a preliminary Offer Letter (prepared by the Agency, checked & signed by the Client). The Agency will present the Offer Letter without delay to the Applicant and retrieve their signed copy – where accepting. The offer Letter is no substitute for the contract of work, which will need to be provided by the client.
- 5.6 The Client shall inform the Agency immediately if (a) an Engagement is accepted by an Applicant and (b) he/she engages an Applicant, giving details of: gross annual salary, start date and end date (if applicable), and whether the Engagement is permanent or temporary.
- 5.7 The Client shall pay the relevant Service Fee upon the Engagement of the Applicant in accordance with Clause 7.
- 5.8 The Client will comply with the relevant employment and tax law including, but not limited to the provision of a contract of employment, pay slips, correct deductions for tax and national insurance, as well as any pension contributions, if the Applicant is eligible.



- 5.9 For self-employed Applicants, the Client is responsible for confirmation that the Applicant is eligible for self-employed status and should request documentation confirmation self-employed status.
- 5.10 The Client is responsible for ensuring that the Applicant has current Public Liability Insurance, if required.
- 5.11 The Client warrants that he/she holds and will maintain appropriate Employers Liability Insurance for at least £1 million. Employers Liability insurance must be in place before the Engagement of permanent, contract, or temporary placements.
- 5.12 The Client is responsible for the instruction and direction of the Applicant. The Client is responsible for ensuring that the Applicant clearly understands the needs of the Client's children, household and expected duties.
- 5.13 During the Client's Engagement of the Applicant, the Client will ensure that the Applicant is provided with a suitable and safe working environment which in no way may compromise and affect the welfare of the Applicant and will ensure that the place of work is clean and hygienic and complies with appropriate health and safety laws.
- 5.14 For live in positions, the Client must ensure:
- 5.14.1 adequate household insurance is in place to protect the Applicants possessions; and
- 5.14.2 provision of suitable live-in accommodation to the Applicant, including, without exception, a bedroom for exclusive use and proper access to a bathroom
- 5.15 The Client agrees that for the purpose of providing the Services, the Agency can use any medium to find a suitable Applicant or to advertise vacancies including the Internet.
- 5.16 The Client agrees not to enter into any relationship with the Applicant that may be detrimental to the interest of the Agency during this agreement or within one year from the date of its termination.

6 Agency Obligations

- 6.1 The Agency shall use its reasonable endeavours to introduce to the Client, Applicants which the Agency considers suitable to be employed by the Client as required in the Client Instructions and perform the additional services as further set out in this Clause.
- 6.2 The Agency shall request Applicants to provide:-
- 6.2.1 An up-to-date CV;
- 6.2.2 Original Government issued identity documents and address check documents;
- 6.2.3 Relevant certificates;
- 6.2.4 DBS certification or other relevant police check from another country; and
- 6.2.5 Referee contact details.
- 6.3 The Agency will inform the Client as to the status of each of the above documents set out in Clause 6.2 prior to any decision to Engage. In the event that, for example: the DBS is in progress at the time an offer is made, the Agency shall recommend that an Engagement does not commence until the DBS certification is received and is deemed acceptable. If the Client moves forward and commences Engagement before the DBS or any of the other relevant documents are received, then the decision rests exclusively with the Client as to whether such Engagement should proceed. For the avoidance of doubt, the relevant Service Fee would still be due to be paid in such circumstance.
- 6.4 The Agency does not give any warranty as to the accuracy of the information supplied to the Agency by the Applicant and which is then transferred to the Client.
- 6.5 The Agency takes reasonable steps to ensure that both the Applicant and the Client are aware of the requirements imposed by the law of professional bodies to enable the Applicant to work for the Client in the capacity of the position that the Client wishes to fill.



6.6 Time for commencement shall not be of the essence of the Agreement and the Agency shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

7 Fee and Payment

- 7.1 The Service Fee becomes due and payable when an Applicant accepts an offer of Engagement either by verbal or by written agreement, and not at the commencement of Engagement. The Agency will raise an invoice upon the Applicant's acceptance of an offer of Engagement from the Client. For the avoidance of doubt, such Service Fee is due and payable by the Client even if the client has not notified the Agency of the Engagement. The Agency accepts payment by bank transfer or as otherwise agreed by the parties.
- 7.2 In the event that an Applicant is engaged on a Temporary Engagement but the Engagement continues for 16 weeks or more, the Client shall be liable to pay the difference between the fee payable for the Temporary Engagement (less any amount already paid by the Client, if applicable) and the fee for the Permanent Engagement in accordance with Clause 7.7
- 7.3 If the employment of an Applicant employed on a permanent or temporary basis is extended in terms of hours in the first year of employment, then the Client shall be liable to pay to the Agency an additional Service Fee. Such fee shall be the Service Fee which would have been payable at the time of the Engagement in respect of the extended employment after deduction of the Service Fee already paid by the Client.
- 7.4 If the Client or a member of the Client's family or any acquaintance or associate of the Client, passes on the details of an Applicant to any other person or persons within 12 months of the Applicant's introduction to the Client by the Agency, resulting in the Engagement of the Applicant, the Client shall be liable for the payment of the relevant full Service Fee.
- 7.5 The Client agrees to inform the Agency immediately if an Applicant introduced by the Agency has already been introduced by the third party. If the Client fails to inform the Agency and the Applicant is engaged, the Client shall be liable to pay the Service Fee to the Agency.
- 7.6 Should the Client be found to have engaged an Applicant who had been introduced to them by the Agency (whether informed by the client or not), the Client shall be liable to pay the applicable Service Fee in full and within 10 days. The Client will have no recourse to any previously offered discounts or free placements.
- 7.7 Should the Client decide to withdraw the offer of engagement after an offer of Engagement has been accepted by the Applicant and the invoice has been raised, the invoice will still be valid and no refund shall be made. The Agency may offer a discount at its sole discretion depending on the circumstances of the withdrawal.
- 7.8 Payment is due by the Client with seven working days of the date of any invoice. Timing of payment of the Service Fee shall be of the essence.
- 7.9 The Agency Reserves the right to charge the Client interest in respect of any late payment of any sum due under this Agreement at the rate of 4 percent per annum above the base rate of Barclays Bank, from the due date until receipt of payment.

8 Replacement Application / Refund

- 8.1 These provisions apply in the event that an Applicant does not commence Engagement with the Client after accepting an offer of employment or the Applicant leaves the Engagement of the Client within 8 weeks (other than as a result of a breach by the Client of the contract of employment between the Client and the Applicant or a result of the Client's dismissal of the Applicant other than for reasons of gross misconduct on the part of the Nanny ("gross misconduct" being as determined in accordance with guidance set out in ACAS)



- 8.2 The Agency shall not provide a refund or a replacement unless the Client has fulfilled the following conditions:
- 8.2.1 the Client has informed the Agency, in writing, within seven days of the Applicant failing to commence the Engagement or leaving the Engagement within 8 weeks.
 - 8.2.2 The Client has paid the Service Fee in full and such amount has been received by the Agency within 10 days of the Agency issuing the Invoice.
 - 8.2.3 The terms of the Engagement have not changed, including the working conditions, the job description and the location.
 - 8.2.4 It is not in breach of any UK employment law and/or contract with Applicant
 - 8.2.5 the client does not retain the services of that Applicant in any other capacity: and
 - 8.2.6 the Client is looking for a new applicant and it has given a period of four weeks to the Agency to put forward potential replacement Applicants.
- 8.3 If a period of four weeks has passed from the date the Applicant left the Engagement or failed to start and the Agency has failed to put forward a suitable replacement on the basis of the original Client instructions, then the Agency shall provide a refund in accordance with the following schedule:
- | | | |
|-------|-------------------------------------------------------------|-------------|
| 8.3.1 | If the Applicant leaves in the first 2 weeks of employment: | 100% refund |
| 8.3.2 | If the Applicant leaves with 3-4 weeks of employment: | 50 % refund |
| 8.3.3 | If the Applicant leaves witing 4-8 weeks of employment: | 25% refund |
- 8.4 In the event that the Client sources a replacement candidate from another source whilst the Agency is searching for a replacement, no refund shall be provided by the Agency.
- 8.5 In the event that the Agency puts forward up to three Applicants that is considers to be suitable and the Client unreasonably fails to offer the Applicant a position, then the Agency shall be under no further obligation to offer further replacements or refund of the Service Fee.
- 8.6 If the Agency finds a replacement Applicant within 4 weeks, no further replacements or refunds will be offered in the even of a termination of employment.
- 8.7 In the case of a temporary applicant's employments being terminated within the above outlined period, the Agency will attempt to find a suitable replacement. If a suitable replacement cannot be found in 1 week, a refund will be calculated less the actual time worked. This will ensure the Client has only paid for the actual time the Applicant was Engaged.

9 Confidentiality

- 9.1 The Agency only collects personal information for the legitimate business purpose of introducing childcare professionals and domestic private staff to Clients and finding positions on a temporary and/or permanent basis for Applicants. All information received is treated as private and confidential, and all steps are taken to ensure that information is protected from unauthorised viewing by up to date computer protection. All personal details on paper are securely stored and shredded when they are no longer required for legitimate business reasons.
- 9.2 Each party to this Agreement undertakes for benefit of the other that he/she will not:
- 9.2.1 divulge to any person whatever or otherwise make use of any Confidential Information relating to the other, which he/she learns as a result of this Agreement or any circumstance flowing from the contract



9.2.2 pose any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.

9.3 If the Client passes confidential information on to a third party resulting in the engagement of an Applicant by a third party with 1 year of the Client being introduced to the Applicant, then the relevant Service Fee shall become payable by the Client.

9.4 The obligations contained within this clause 9 shall survive termination of this Agreement for a period of five years from the date of such termination.

10 Data Processing

“Data Processing Legislation” means i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1988

10.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Agency is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

10.2 The Agency shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Agency of its obligations under this agreement.:

- a) Process that Personal Data only on the written instructions of the Client for the purposes of carrying out a childcare search or other private staffing search in accordance with the terms of this agreement.
- b) Ensure that it has in place appropriate technical and organisational measures, to protect against or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction of damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- c) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) Assist the Client in responding to any request from Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulations;
- e) Notify the Client without undue delay on becoming aware of a Personal Data breach;
- f) At the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- g) maintain complete and accurate records and information to demonstrate its compliance with this clause.

11 Disclaimers and limitation of liability

11.1 All implied conditions, warranties and terms are hereby excluded from this Contract

11.2 In providing the Services, the Agency is committed to maintain a high level of service and efficiency

11.3 The Agency shall not be liable to the Client for the loss arising from or in connection with representation contracts, statements or undertakings made prior to the date of this Contract



11.4 the Agency shall not be liable to the Client for any loss of expense which is;

11.4.1 Indirect or consequential loss; and/or

11.4.2 Economic loss or other loss of revenue, turnover, profits, business or goodwill; and/or

11.4.3 Loss or damage caused during the Engagement of the Applicant or any act, omission or negligence of such Applicant

11.5 The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence

11.6 Particulars of Applicants, their profiles and other information provided by the Agency are prepared in good faith and solely for the Client's guidance. No liability, however arising shall be accepted by the Agency for the accuracy of completeness of any Applicants profile.

11.7 The Agency offers a draft "Employment Contract" as a guide only and the Client is advised to seek independent legal advice. The Agency is not responsible for the "Employment Contract" or any terms of service between the Client and the Applicant.

11.8 The maximum limit of the liability of the Agency to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of £1000

12 Termination

12.1 The Agency may terminate this Agreement at any time, for any reason, with immediate effect by sending notice in writing to that effect. The Client shall remain liable for any outstanding Fees that are due and payable as at the date of termination.

12.2 The termination of this Agreement by this paragraph shall be without prejudice or any other right of remedy to which a party may be entitled

12.3 There shall be no re-imbursement or credit if the Agency decides in its absolute discretion that the Client has failed to comply with any of the terms of this Contract

12.4 Notwithstanding termination of this Agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect

12.5 The Client agrees that he will not during this Agreement and within one year of its termination, by any means and neither for himself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity, the effect of which is to compete with the Agency

13 Indemnity by the Client

13.1 The Client agrees to indemnify the Agency against all costs, claims, demands, proceedings (civil or criminal), penalties, fines, losses, damages and expenses arising directly or indirectly from:

13.1.1 The Client's breach of this Contract; and/or

13.1.2 Any act, omission or default by the Client, any of its agents, employees, contractors, children of any age, other member of his family and domestic staff.

14 Miscellaneous matters

14.1 If any term or provision of this Agreement is at any time held to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of the jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

14.2 No failure or delay by any part to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.



- 14.3 Neither party shall be liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond its reasonable control
- 14.4 Any communications must be in writing and sent to the other party by hand or post or by emails. Notice will be effective 48 hours after delivery.
- 14.5 In the event of a dispute between the parties to this Contract, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing litigation
- 14.6 This Agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this Agreement which excludes or restricts the liability of any person, may be enforced that Act.
- 14.7
- 1The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales



Schedule 1. Agency Fee Structure

Your Nanny Friend – Fee Structure

At **Your Nanny Friend**, we provide a flexible and transparent pricing structure for both permanent and temporary nanny placements.

Permanent Nanny Placements

- Daily Nanny (Full-time or Part-time): *2.5x gross weekly salary*

Temporary Nanny Placements

- Up to 1 Week: *£25 per day*
- Over 1 Week (Up to 16 Weeks):
 - Full-time (4+ days per week): *£100 for the first week, then £75 per week thereafter*
 - Part-time (1–3 days per week): *£25 per day*
- Long-Term Temporary (16+ Weeks): *2.5x gross weekly salary*

Night Nanny / Maternity Nurse

- *£25 per night*