

Nanny Client Terms and Conditions 2010

1. **The agency, which includes its proprietor, employees, agents and associates, acts as an introduction agent only for daily, part and full time nannies.**
2. The agency or office agent is NOT the employer of any applicant (Nanny) introduced.
3. All terms of employment are to be agreed directly between the employer (our client) and the employee (applicant Nanny) before their employment begins.
4. The agency cannot be held liable or responsible for any contract between employer and employee.
5. The agency will make every reasonable effort to introduce suitable applicants to clients but the decision to employ any Nanny applicant rests solely with the client.
6. The agency is not responsible or liable for: Damage, loss, expense, delay, oversight or misunderstanding arising for any reason, however, occasioned.
7. Problems or disputes relating to the history, character, health, reliability, age, capabilities or suitability of any applicant introduced.
8. The agency or office agent is not responsible or liable for: Accident or injury to client, persons or property arising from the behaviour, illness, acts or negligence of any applicant.
9. Introductions of applicants are confidential and personal
10. Once we have your permission by telephone to email CVs you will be bound and deemed as accepting our stated fees, terms and conditions and thereafter we will discuss your post with a Nanny.
11. Before we send the CV we will tell you the nanny's full name. You must tell us at this point if you already know of the Nanny from another source. Once we forward the CV we are deemed to have made the introduction and therefore our fee will be payable if you make a job offer.
12. FOLLOWING each 1st or 2nd interview the client and Nanny will need to contact the agency with comments related to each interview the next working day.
The sooner the agency is made aware of either view the better the service we can offer.
13. **TAX, NIS and contract** – this is solely the employer's (client) responsibility (not the agency's) to provide a written contract of Employment stating gross and net salary, holiday entitlement, sick pay etc and deduct tax and national insurance contributions.
14. Employers that delegate tax to www.Nannytax.co.uk need to let them know we introduced you.
15. **AGENCY PROBATIONARY PERIOD** Deemed 6 weeks from the day Nanny starts employment.
16. Before the Nanny starts you must provide a provisional written contract of employment. The agency advises that you discuss and if need be slightly adapt by mutual agreement to sign after 3rd week.
17. During this period either party under ACAS terms can give 1 weeks notice to terminate but the agency always encourages as a good will gesture a 2 – 4 week notice period.
18. After 6 weeks probationary it will be deemed by the Agency that the Nanny (applicant) is satisfactory and the ongoing-signed contract of employment takes effect.
19. After the 6-week probationary any subsequent problems or disputes are strictly between the Employer (client), and the Employee (Nanny) and the agency is not obliged to become involved in any dispute or problem. If the agency is drawn into in any way, which incurs expense, related to further agency time or legal costs thereof the Client shall indemnify the agency.
20. If a dispute or problem arises within the 6 week probationary the agency may request a written note of the issue to assist the agency to help resolve.
21. **REGISTRATION with the Internet or multiple agencies**
Understandably clients, in the interest of finding suitable childcare quickly or a Nanny seeking employment may register with either but this can cause confusion therefore:
 22. At the point we start to discuss with you a Nanny name and details if you know of them via another source you must inform us at this point.
 23. If not their CV will be forwarded to you and thereafter we would expect any interview to be via [Little Masters and Misses](#) and if the Nanny is offered the post our £300 agency fee paid.
 24. If you have been sent a nanny's CV it is because when we have spoken to them they did not know of your name or post vacancy and instructed us to achieve them an interview with you.
 25. After this point if we are notified that you have offered the post to them either via the web or another agency then a £600 penalty fee based on double our £300 fee will be payable to compensate us for this.
 26. Please remember that CVs are confidential. Please refer any other possible employers directly to the agency and we will be delighted to make appropriate introductions. Clients must not comment about or introduce our applicants either directly or indirectly to other possible employers. If you do so and employment results you will be responsible for payment of a £600 fee. We prefer to avoid upset to all parties but if the agency suspects a Nanny has accepted a post outside of our agreed placement terms or the Internet checks are easily made to find out and this casts doubt on a Nanny's honesty.
 27. **FEE REFUND** only if you paid the agency fee within 7-day of job acceptance invoice agreement.
 28. Refunds are subject to the agency right to request a brief letter outlining termination reason and provided the Nanny did not endure unreasonable employment contract change conditions not agreed or mentioned prior start.
 29. Client can ask agency to try and introduce 2nd Nanny without any further charge.
 30. **50%** - if either party cancels before the commencement date or if either party terminates employ within 6-week agency probationary period
Thereafter no refund is payable and neither is the agency under any obligation to introduce free of charge a 3rd Nanny.