



## **Terms & Conditions**

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These terms and conditions shall represent a legally binding contract between the client or employer (the "client") and the Shelly's Nannies Inc 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 by the agency.

### **Fees**

(a) Fees are payable by the client on the acceptance, either verbally or in writing, by a Candidate of a position with the client. It is the responsibility of the Client to notify the Agency if a candidate has been offered employment. Fees, at the current rate of the Agency's charges are payable within 14 days from the date of the invoice submitted by the Agency. The agency reserves the right to charge the Client a 25% surcharge on all accounts not settled within this period. (b) Fees are due in respect of each Candidate taking up a position with the Client or as otherwise set out herein 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, and 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.

### **Introduction by Third Parties**

It is the obligation of the Client to immediately inform the Agency when a Candidate is introduced by the Agency who has already been introduced by a third party. If the Client does not inform the Agency then it will be presumed that the introduction has been effected by the Agency and the relevant fee will become payable. Should a Client effect any form of introduction, direct or indirect, of a Candidate to a third party, or pass on any details resulting in permanent, short-term, full or part-time employment, the Client will be responsible for the relevant placement fees.

### **Liability**

The agency endeavors 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 and the Agency does not accept any liability for any kind of inconvenience, loss damage 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. Any legal disputes that may arise from or relating to use of this website, shall be resolved by binding arbitration within and pursuant to the laws of Ontario. Unless specified in writing, we at Shelly's Nannies Inc. make no representations or warranties of any kind, whether express or implied, as to the information, material, products or services that can be found from time to time, on any website that is linked, in any way to Shelly's Nannies Inc.

### **Shelly's Nannies Guarantee**

In the event that a Client cancels an agreed placement prior to the commencement date, the Agency will charge the Client 75% of the placement fee plus H.S.T. Placements are guaranteed for 90 days from the date employment commenced, subject to the following: The employee has not left because of unreasonable working conditions, or because of a change in the job description, reduced hours and/or salary, a change in location, or requiring a driving nanny if not stated in initial search. The replacement search is initiated once the candidates' employment has been terminated either verbally or in writing. The guarantee does not cover a replacement search at a later date.

### **Please Note:**

It is the Clients responsibility to pay their employees Tax, Canada Pension Plan and Employment Insurance. It is also the Clients responsibility to register with the Workplace, Safety and Insurance Board (WSIB).

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