

TERMS OF BUSINESS

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply to this agreement.

Agency: Nationwide Nannies Limited ("We")

Candidate: The person Introduced by the Agency to the Client for an Engagement.

Assignment: shall have the meaning set out in clause 3.

Engagement: the employment of a Candidate or engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the terms **Engaged** or **Engagement** shall be construed accordingly.

Indemnity: shall have the meaning set out in clause 10.1 and **Indemnified** and **Indemnifies** shall be construed accordingly.

Introduce: the provision to the Client of information by the Agency which identifies the Worker and **Introduction** and **Introduced** shall be construed accordingly.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

2. AGENCY'S OBLIGATIONS

- 2.1 The Employment Agency agrees to source Candidate's for the Client who meet the Client's criteria.
- 2.2 Whilst absolute care will be taken by the Agency with regards to selecting Candidates for the Client, the suitability of the Candidate is the sole responsibility of the Client. The Agency in no way guarantees the suitability of any Candidate introduced to the Client.
- 2.3 The Agency will send the Client written confirmation of:
- (a) the identity of the Candidate;
 - (b) the Candidate's experience, training, qualifications and authorisations necessary for the Assignment;
 - (c) the Candidate's willingness to carry out the Assignment;



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- 2.4 Any resulting changes agreed to the services, remuneration or any other aspect of the agreement shall be confirmed in writing. Otherwise, the previous arrangements shall apply.
- 2.5 The Agency reserves the right to change these terms of business without prior notification.
- 3. CLIENT'S OBLIGATIONS**
- 3.1 When making a request for the provision of a Candidate to perform certain services (Assignment), the Client will give the Agency details of:
- (a) the date on which the Client requires the Candidate to commence work and the duration, or likely duration, of the work;
 - (b) the position which the Client seeks to fill, including the type of work the Candidate in that position would be required to do, the location at which, and the hours during which, the Candidate would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - (c) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Candidate to possess in order to work in the position; and
 - (d) any expenses payable by or to the Candidate.
- 3.2 To pay the necessary remuneration to the Candidate directly, deducting all applicable National Insurance contributions and Income Tax that may be applicable.
- 3.3 To make the necessary payments on behalf of the Candidate to HM Revenue & Customs.
- 3.4 To pay the Agency all the applicable Agency fees immediately on receipt of an invoice.
- 3.5 To check the suitability of the Candidate and to satisfy themselves with regards to any references supplied by the Candidate or the Agency.
- 3.6 To make the appropriate checks with regards to qualifications, driving licence or any other requirement of the Assignment.
- 3.7 To ensure that the Candidate is insured to drive any applicable vehicles if this is a necessity of the Assignment.
- 3.8 To obtain all applicable work permits.
- 3.9 To arrange any necessary medical examinations and check the medical history of the Candidate.
- 3.10 To bear any and all applicable costs with regards to interviewing the Candidates.
- 3.11 To notify the Agency as soon as an offer of an Assignment has been made to a Candidate.
- 3.12 To notify the Agency as soon as a Candidate accepts an offer of Engagement.
- 3.13 To inform the Agency the terms of the Assignment and forward to the Agency all necessary documentation required by the Agency.



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4. TEMPORARY TO PERMANENT

If the Client chooses an Extended Assignment, but engages the Candidate before the end of the Extended Assignment, the Introduction Fee will be charged by the Agency, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

5. CANDIDATE DETAILS

- 5.1 The Agency shall notify the Client immediately if it believes that any Candidate is unsuitable for the Assignment or becomes aware of any matter that indicates that a Candidate may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Candidate ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this agreement may be or has been breached.
- 5.2 If the Client decides that a Candidate is unsuitable to perform the Assignment, then the Client shall notify the Agency in writing of that fact giving the grounds for its dissatisfaction with the Candidate.
- 5.3 If the Client notified the Agency of an unsuitable Candidate in accordance with clause 5.2, the Assignment shall terminate at the end of the day on which the Employment Business was notified, and Temporary Worker Fees shall be payable up to the date of such termination.
- 5.4 The Client must pay the Candidate Fees. The Candidate fees comprise the Candidate's pay and holiday pay, and include the Agency's commission and employer's National Insurance contributions.

6. FEES AND VAT

- 6.1 The Agency fee is payable direct to the Agency in addition to the Candidate's wage.
- 6.2 The Candidate's wage is payable direct to the Candidate.
- 6.3 **Engagement/Assignment to exceed 12 continuous weeks:**
- (a) **Candidate Lives out:** We charge a percentage fee of 10% of the annual net salary on the engagement of a candidate that is intended to exceed 12 continuous weeks. It applies to both full-time and part-time engagements. The fee is non-negotiable.
 - (b) **Candidate lives in:** We charge a percentage fee of 11% of the annual net salary on the engagement of a candidate that is intended to exceed 12 continuous weeks. It applies to both full-time and part-time engagements. The fee is non-negotiable.
- 6.4 **Temporary Placement that does not exceed 12 continuous weeks:**
- (a) The Agency fees for such placements are charged per week or part thereof. The Agency Fee is payable as soon as the booking is confirmed. No refund is due



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once the booking is confirmed should you wish to cancel or cut it short. If the candidate carries work outside the agreed booking (paid/unpaid) appropriate additional charges will be incurred by the client accordingly. **Any half day requirements are charged as a full day.**

- (b) The Agency fee is as follows:
 - (i) Monday to Sunday £30.00 per day
 - (ii) Monday to Friday inclusive £110.00 (five days)
 - (iii) Monday to Sunday inclusive £150.00 (seven days)
 - (iv) Maternity Nanny/Night Nurse £130 per day
- 6.5 If a Candidate exceeds a continuous 12 week period an additional Agency fee will be payable to the agency. Such fee being the Agency fee which would have been payable on the introduction of the Candidate for the extended period after deduction of the Agency fee already paid by the client.
- 6.6 Clients wishing to trial a candidate before making a potential offer may do so for 1 day free of charge. Any additional days for trial will be charged at the temporary rate, in addition, to the Candidate's daily rate as well. We are not liable for any costs incurred by the Client and Candidates for the duration of the trial. During the trial the Client and Candidate may carry on interviewing other parties.
- 6.7 Fees charged for any Candidate are only applicable for that engagement. Any re-engagement will incur further costs, at any time.
- 6.8 Agency fees must be paid via bank transfer.
- 6.9 Any offers/promotions can only be used once per offer by a client. An offer cannot be used in conjunction with another offer/promotion.
- 6.10 If the Client interviews a Candidate through the Agency and does not hire the Candidate, the Client is liable to pay the full agency fees should the Candidate be employed by the Client within a year from the initial interview.
- 6.11 **Additional Fees:**
 - (a) If a Candidate employed by the Client on a temporary or maternity basis is re-employed by the Client within one calendar year of the termination of the original period of employment (whether such re-employment is on a temporary or permanent basis) then a further Agency Fee shall be payable by the Client to the Agency, such fee to be equivalent to the Agency Fee which would have been payable if the Agency had introduced the Candidate to the Client at the time of re-employment.
 - (b) If the employment of a Candidate employed on a temporary or maternity basis is extended beyond the period specified in the Client Registration Form the Client shall be liable to pay an additional Agency Fee to the Agency such fee being the Agency Fee which would have been payable on the introduction of the



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Candidate for the extended period after deduction of the Agency Fee already paid by the Client.

- (c) If the employment of a Candidate employed on a permanent part time basis is extended to full time employment in the first year of employment then the Client shall be liable to pay to the Agency an additional Agency Fee such fee being the Agency Fee which would have been payable at the time of the Introduction in respect of full time employment after deduction of the Agency Fee already paid by the Client.

6.12 Terms of Payment

- (a) Once the Candidate accepts the Client's offer, a 20% fee will be due for **immediate payment** on receipt of the invoice (once forwarded to the Client) to secure the Assignment.
- (b) The Candidate will only be secured on receipt of the 20% fee. Until this time the Candidate may continue to interview with prospective Clients.
- (c) The outstanding 80% of the fee will be due on receipt of the outstanding invoice or at least 14 days prior to the commencement of the Assignment, whichever occurs first.
- (d) The Candidate will only commence the Assignment once the Agency has received the placement fee in full.
- (e) The Agency Fee shall become due and payable to the Agency immediately on receipt of the invoice.
- (f) In the event of late payment/invoice not being settled in full, as per terms above, the client will incur a sur-charge of 20% of the invoice value. Late payments will affect/delay the candidates start date and also the refund policy.
- (g) If the Client has to delay the commencement of the employment of the Candidate (for example because of the birth of a baby later than expected) then the Client shall be liable to pay the Candidate the full agreed weekly salary from the agreed date to the date of actual commencement and no refund of the Agency Fee or any part thereof shall be payable.
- (h) If the Client cancels a confirmed booking at any point prior to the agreed commencement date, the Client shall lose the 20% fee already paid to the Agency in respect of such booking.
- (i) In addition to the above the client must also pay one week's agreed salary for the Candidate to the Agency shall the Client cancel a confirmed booking 3 weeks prior to the commencement date.

7. REPLACEMENT/REFUND POLICY (ENGAGEMENT FOR LONGER THAN 12 WEEKS):

- (a) These provisions shall only apply if the Client has paid the appropriate Agency Fee and any other charges under this agreement in full prior to commencement of the Assignment.



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- (b) The Agency must be informed of the termination of employment within 48 hours of the termination.
- (c) If the Candidate does not commence the Engagement through no fault of the Client all payments received will be refunded in full.
- (d) In the unlikely event of the placement not being successful which results in the Engagement being lawfully terminated by the Client or Candidate within 12 weeks of the date of commencement of employment (inclusive of notice being served), then at the sole discretion of the Agency, and conditional on all the terms of this agreement being met, the Client may qualify for either one free replacement, on a like for like basis, or a pro rata refund.
- (e) No refund or replacement will be applicable after the 12 week period from the date of the commencement of the Assignment.
- (f) If the Candidate's position and duties do not comply with the contract of employment signed by the Candidate & Client or with the job specification registered with the Agency, then there shall be no recourse to any refund or free replacement for the Client.
- (g) If the Candidate chooses to terminate their employment as a result of the Client's failure to comply with the independent contract agreed between the Client and Candidate; or as a result of inappropriate behaviour, actions, demands made by the Client on the Candidate and these are deemed unreasonable by the Agency, then the Client will forfeit their options of refund or replacement.
- (h) In case of a refund, a charge of 1/12th of the Introduction Fee for each calendar week or part thereof the employee has been in your employment will apply. A further 20% of the refund due will be retained by the Agency as administrative costs.
- (i) Clients continuing to employ a Candidate will be liable for the appropriate charge even if they claim the employees work is unsatisfactory. In cases where the employment contract has been terminated yet the employee is allowed to remain in the household on a paid or unpaid basis, the appropriate charge will be raised.
- (j) The Agency must be given up to 4 weeks from the date of your notification that the Candidate has left your employment (after any notice period has been worked) to undertake sourcing a replacement candidate deemed suitable by the agency to fill the original job specification submitted by the Client at the time of registration. Throughout this period the Client agrees to make themselves available to interview suitable Candidates.
- (k) If it proves impossible for the Agency to introduce a replacement within this time then the Client will be eligible for a refund once the time frame has lapsed.



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- (l) If subsequent to the Client receiving a refund the Candidate is re-engaged, then the refund shall be repaid to the Agency in full.

8. DEFAULT AND EARLY TERMINATION

- 8.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect;
- (a) By giving written notice if, either party commits a material breach of any term of business and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so; or
 - (b) If an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over either party.

- 7.2 In the event that the Agency terminates this agreement under the above Clause, the Client shall not be entitled to any refund of any Agency fees already paid. All outstanding fees due at the effective date of termination will become immediately payable in full.

9. EFFECT OF EARLY TERMINATION

- 9.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 9.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

10. INDEMNITY

- 10.1 The Agency excludes liability against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) (Indemnify) arising out of, connected with, or resulting from, the Candidate's Introduction, Engagement, failure to introduce, negligence, misrepresentation or the breach of any obligation to be performed under these terms.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:



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- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement.
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

12. DATA PROTECTION COMPLIANCE

To the extent that any data or information belonging to the Client is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:

- (a) the Agency will process such data and information only in accordance with the Client's instructions;
 - (b) the Candidate consents to the transfer of such data and information to a country or territory outside the European Economic Area for the purpose of cloud storage; and
 - (c) the Agency will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate.
- 13. WARRANTIES AND UNDERTAKINGS**
- 13.1 Each party warrants that it has full capacity and authority to enter into and perform this agreement.
- 14. ASSIGNMENT AND OTHER DEALINGS**
- 14.1 Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 15. NO PARTNERSHIP OR AGENCY**
- 15.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.



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16. ENTIRE AGREEMENT

- 16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

18. NOTICES

- 18.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number.
- 18.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (c) if sent by fax, at 9.00 am on the next Business Day after transmission.
- 18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



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20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

21. SEVERANCE

- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 21.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.



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