



## Terms of Business for Nanny Placements

These Terms of Business set out the terms and conditions for Our Services supplied to you.

### 1. DEFINITIONS

1.1 When the following words are used in these Terms, this is what they will mean:

**Applicant:** means a worker who is introduced by the Agency who will be employed directly by the Client in either a Permanent or Fixed Term Contractor capacity

**Client:** means the person: firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced.

**Agency/We/Our/Us:** Jigsaw Childcare Richmond Ltd a company incorporated and registered in England and Wales with company number 09475293 whose registered office is at 40 Grena Road, Richmond, TW9 1XS.

**Engagement:** means the engagement, employment or use of the Applicant by the Client or any third party to whom the candidate has been introduced by the Client on a permanent basis, whether under a contract of service or for services: under an Agency, licence, franchise or partnership agreement: or any other engagement; directly or through a limited company or which the Applicant is an officer or employee

**Introduction:** means the Client's interview of an applicant in person or by telephone, following the Clients instruction to the Agency to search for an Applicant; or the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant

**Introduction fee** means the fee payable by the client to the Agency for an introduction resulting in an Engagement.

1.2 When We use the words "**writing**" or "**written**" in these Terms, this will include e-mail unless We say otherwise.

### 2. TERMS

2.1 Introduction and subsequent engagement of a person introduced by the Agency is deemed to be an acceptance of our terms of business conditions and fees and agreement to pay the appropriate fee.

2.2 The client must notify the Agency within 24 hours of an engagement being agreed. The fee becomes payable when the engagement has been confirmed (not when the engagement commences). In the event of the invoice not being paid in full, the agency reserves the right to charge interest on the unpaid balance @ 2% per month or part thereof. The fees relate to the introduction only and do not relate to any pay due to the employee.

## Jigsaw Babysitting Terms of Business for Nanny Placements



- 2.3 Introductions are confidential. Clients passing on information relating to candidates introduced to them by the Agency and resulting in subsequent employment elsewhere will be liable for the full fee.
- 2.4 The Agency acts as an introduction Agency only and whilst every care and reasonable effort is made to check the references are genuine, we strongly recommend that the client make their own enquiries and checks.
- 2.5 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence
- 2.6 The Agency acts as an introduction agency only and does not directly or indirectly employ staff. The responsibility for Income Tax, National Insurance or otherwise are the responsibility of the client. We strongly advise that you should seek advice from your Tax Office.
- 2.7 An introduction fee calculated in accordance with our attached fee structure will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agencies introduction.
- 2.8 If the client cancels the booking after an engagement has been agreed, but before the engagement commences, 75% of the Placement Fee will be charged.
- 2.9 Should the number of days or hours a part-time applicant works per week increase after the commencement of duties, the client shall be liable to pay the appropriate agency fee. The fee charged for the introduction of any applicant permanent or temporary is applicable to one engagement only. Re engagement of an applicant by the Client at a future date will be rechargeable at the current Agency placement fee. The Agency must be notified immediately of any such arrangement.
- 2.10 The employer must agree with the employee prior to commencement of duties, details of pay, hours of work, holidays, sick pay, and notice period. We strongly advise that any contract completed between the employee and the employer must be in writing to avoid future misunderstandings and we can provide model contract forms if requested. We will assume that all terms of engagement have been agreed unless you inform the Agency in writing to the contrary prior to the commencement of engagement.



**3. GUARANTEE AND REFUND POLICY - PERMANENT PLACEMENTS ONLY**

- 3.1 In the unlikely event of a permanent candidate failing to attend on the appointed day, or leaving during the first 8 weeks, the candidate will be replaced free of charge within the following 4 weeks. If the client does not wish to have a replacement, or the agency is unable to find a suitable replacement, then the refund policy listed below will apply.
- 3.2 In the event of a placement ending within 8 weeks of commencement of duties the refund policy will apply providing that:
- a) The Agency fees have been paid and received within 10 days of the invoice date.
  - b) The client advises the agency in writing within 7 days of the termination.