



Terms and Conditions of Business for Savernake Nannies

1. Definitions

"Agency" means Debbie Wordley trading as Savernake Nannies at Kirkham House, 40 Eastcourt, Burbage, Wilts SN8 3AG.

"Agency Fee" means the relevant fee payable to the Agency for the Services as set out in Clause 5.

"Candidate" means a person introduced by the Agency to the Client as requested and described in the Instructions for potential employment or engagement in respect of childcare on a temporary basis (including for reasons of maternity) or a permanent basis, whether full or part time.

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

"Conditions" means the terms and conditions of supply of Services as set out herein and any subsequent terms and conditions agreed in writing by the Agency and the Client.

"Instructions" means the instructions provided by a Client, whether orally or in writing, to the Agency to effect Introductions to him / her for the purpose of obtaining childcare on a permanent or temporary basis.

"Introduction" means the passing by the Agency to the Client of a Curriculum Vitae or any other information in relation to a Candidate.

"Services" means the services provided by the Agency to the Client as described in these Conditions.

2. Agreement

2.1 The Agreement between the Agency and the Client for the provision of the Services, incorporating these Conditions, shall only come into force when the Agency confirms acceptance of Instructions either orally, in writing to the Client or by conduct through the transmission of information relating to a Candidate to the Client, whether by email, by phone or in person (the **"Agreement"**).

2.2 These Conditions apply to the Agreement to the exclusion of all other terms and conditions and shall supersede any other documentation or communication between the Client and the Agency.

2.3 Any variation of this Agreement (including any special terms and conditions agreed between the parties) must be agreed in writing between the parties.



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3. Supply of Services

3.1 The Agency is not an employer of Candidates but acts as an introduction agent of Candidates to its Clients.

3.2 The Agency shall use reasonable endeavours to introduce to the Client Candidates which the Agency considers suitable to be employed by the Client as required in the Instructions and to perform the additional Services as further set out in this Clause.

3.3 The Agency shall carry out its obligations with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and relevant statutory obligations.

3.4 The Agency will take all reasonable steps to introduce Candidates to the Client who are of sound character, honest and reliable but cannot be held responsible for the conduct of a Candidate either before or during the Client's employment or engagement of the Candidate. The Agency accepts no liability for any loss or damage arising from any negligence, misconduct, dishonesty or lack of skill on the part of the Candidate.

3.5 The Agency does not give any warranty as to the accuracy of the information supplied to them by the Candidate and which is then transferred to the Client. The Agency will inform the client within three months of a Candidate being employed or engaged of any information which subsequently comes to light that suggest they are unsuitable for the role with the Client.

3.6 The Agency will check that each Candidate it proposes to the Client has had a DBS which is valid within the past three years and up to date first aid qualifications. Any offer of employment made to a Candidate by the Agency on behalf of the Client is subject to the receipt of suitable references in relation to the Candidate.

3.7 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.

4. Responsibilities of the Client

4.1 The Client shall specify in full within their Instructions their exact requirements and provide full details of the type of work and period of employment for which the Candidate is required.

4.2 The Client shall notify the Agency as soon as reasonably possible of its wish to make an offer of employment, or of engagement in relation to self-employed Candidates or Candidate acting as maternity nurses, to a Candidate and if Client communicates directly to the Candidate of the Candidate's acceptance, as applicable, of such offer.



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4.3 The Client shall not make any direct communication with any Candidate presented by the Agency until an offer of engagement has been accepted. All communication must be conducted through the Agency.

4.4 The Client shall pay the appropriate Agency Fee as set out in Clause 5 to the Agency.

4.5 The Client is responsible for the employment of the Candidate in accordance with current employment legislation, including the contract of employment and payment of all wages, including tax and national insurance contributions, and expenses and for the procurement of any work permits, visas or medical certificates, if necessary. It is the Client's responsibility to check the Candidate's original documents upon employment and the Agency shall accept no liability for any consequences that may arise as a result of a Client's failure to do so.

4.6 The Client is responsible for ensuring that their home contents insurance includes cover for Employer's and Public Liability insurance for domestic workers, including child carers, failing which the Client shall take out appropriate employer liability insurance to cover the employment of a Candidate.

4.7 The Agency shall obtain a minimum of two references, for registration, from each Candidate but it is the responsibility of the Client to satisfy himself as to the suitability of any Candidate, to take up any references provided by the Candidate or the Agency and to make appropriate checks of visas, childcare qualifications or driving qualifications.

5. Charges

5.1 The amount of the Agency Fee will be determined by reference to the type of employment or engagement as follows:

Permanent Candidates (this includes nannies, mother's helps and housekeepers)	£1000 for Candidates working over 25 hours per week £500 for Candidates working under 25 hours per week
Domestic Couples	£3500
Temporary Candidates (this includes emergency nannies, house-sitters, night nannies and sleep trainers)	£12 per day (subject to a minimum Agency Fee of £60) (50% Cancellation fee is due if 2 weeks or less notice is given plus 50% nanny fee) Payment of agency fees will be invoiced every 2 weeks
Maternity Nurse (UK)	£12 per day (subject to a minimum Agency Fee of £60) (50% Cancellation fee is due if 2 weeks or less notice is given plus 50% nanny fee)



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After-school Nanny	£250.00 (up to 15 hours per week)
Domestic Cleaner (up to 10 hours) (More than 10 hours housekeeper fees apply)	£100.00
Babysitters	£20 (50% Cancellation fee is due if 2 weeks or less notice is given plus 50% nanny fee)
Wedding nannies/creche/activity corner	Bespoke quotation

A permanent position is any position of over sixteen weeks' duration. Clients who have used the services of the Agency before will be entitled to a 10% deduction to the relevant Agency Fee stated above.

The Agency is not VAT registered and therefore the Agency Fee will not have VAT added to it.

5.2 Following notification by either the Client that an offer has been accepted by the Candidate or by the Candidate that it has accepted an offer of employment as required by Clause 4.2; the Agency shall send an invoice to the Client setting out the relevant Agency Fee. The Agency Fee is payable by the Client within seven working days from the date of Agency's invoice or by the start date of the Candidate's engagement, whichever comes sooner notwithstanding a cancellation by the Client unless the offer of employment is withdrawn more than 14 days prior to the agreed commencement date of employment or engagement.

5.3 In the event of a temporary booking by a Client of a Candidate, the Agency shall invoice the Client for the total planned booking at the time of a Candidate's acceptance of such booking. In the event, the complete booking is not completed; the Agency will refer to 5.1 and invoice accordingly. The Agency Fee in relation to a temporary as well as a maternity nurse booking is payable upon confirmation of the booking.

5.4 If a Client employs a Candidate that has been introduced by the Agency but does not inform the Agency within 7 days, the Agency Fee payable will be subject to a 25% surcharge.

5.5 If within 3 months of the contracted start date the Candidate's contracted hours should increase, the Agency reserves the right to re-invoice the Client for any additional payable fee due and payable in accordance with Clause 5.1.1 above.

5.6 If a Client chooses to engage, re-engage or extend the services of a Candidate, which was initially introduced to the Client by the Agency, in any capacity then the Agency reserves the right to invoice the Client for any fees due and payable in accordance with Clause 5.1.1 above.

5.7 If the Agency Fee paid relates to a temporary placement of a Candidate who then becomes a permanent employee of the Client within 6 months from the date of the initial introduction the



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Client shall pay the difference between the temporary and permanent Agency Fee at the time of the change in employment status.

5.8 Nanny share: if two Clients register together with the intention of entering into a nanny share arrangement the Agency Fee will be divided between the two families and both the families will be considered Clients under this agreement, subject to the same benefits, duties and obligations. This also applies to any client who approaches Savernake Nannies looking to share their current nanny. Full fees will be applied but split between the approaching Client and the Client who shares the nanny.

5.9. If a Client offers a trial of longer than one day to a nanny, the trial will be invoiced per the terms of a temporary placement. In the event of the trial resulting in an offer of permanent employment the difference between the amount already invoiced and the relevant permanent Agency Fee will become payable with immediate effect.

5.10 If any invoice is not paid when due, the Agency is entitled (at its sole discretion) to charge interest on any balance outstanding at the rate of four per cent (4%) above the base rate for the time being of National Westminster Bank PLC compounded quarterly.

5.11 If the Client has to delay the commencement of the Candidate's employment (for example because of the birth of a baby later than expected) no refund of the Agency Fee or any part thereof shall be payable.

5.12 The Client shall be liable for and shall indemnify the Agency against all reasonable costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Client by the Agency to obtain payment of outstanding Agency Fees and interest.

6. Additional Fees

6.1 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 shall be equal 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.

6.2 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 shall be 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.



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7. Free Replacement/Refund Policy

7.1 If the Candidate does not commence employment with the Client after accepting an offer of employment or if the Candidate leaves the employment of the Client within eight weeks of commencing such employment or engagement (other than because of a breach by the Client of the contract of employment between the Client and the Candidate or a result of the Client's dismissal of the Candidate other than on just and reasonable grounds) then the following provisions shall apply:

7.1.2 These provisions shall only apply if the Client has paid the appropriate Agency Fee and any other charges under this agreement in full.

7.1.2 These provisions shall only apply if the Client has notified the Agency in writing within three working days of the Candidate's failing to take up the employment or leaving the Client's employment or engagement.

7.1.3 The Agency shall make further Introductions to the Client at no further charge for a replacement for the Candidate who has not taken up or who has left the Client's employment, or alternatively if unable to offer a suitable replacement within 4 weeks, will offer a refund based on the following:

Candidate leaves within 2 weeks:	90% refund
Candidate leaves within 4 weeks:	75% refund
Candidate leaves within 6 weeks:	50% refund

Candidate leaves within 8 weeks:	25% refund
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Once one free replacement has been found, there are no further refunds or replacements offered.

7.2 If the Client decides not to continue with the employment of the Candidate within 6 weeks of the offer of employment being made or the start date of such employment, whichever is the latest, the Agency shall offer a 20% refund. If once a Candidate has started employment with the Client, the Client dismisses a Candidate because of gross misconduct, then the refund provisions set out in Clause 7.1.3 shall apply.

7.3 If the Client informs the Agency that he / she is not satisfied with the standard of the Candidate but continues to employ them nevertheless, there shall be no refund.

8. Liability

8.1 The Client shall notify the Agency as soon as reasonably practicable after becoming aware of any matter (a "**Relevant Matter**") in respect of which the Agency may incur any liability to the Client in negligence, for breach of these terms and conditions or otherwise. Subject as otherwise provided



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herein, if the Client fails to make such notification within 3 months of becoming so aware, it will not be entitled to make any claim against the Agency in relation thereto (and the Agency shall not incur any liability to the Client in relation to such Relevant Matter). If a Relevant Matter is properly notified as above, and subject as otherwise provided herein, the Agency's liability to the Client in respect of any breach of these terms and conditions or for negligence or otherwise shall not exceed the amount of the fees payable by the Client to the Agency in connection with the supply and/or introduction of the relevant Candidate.

8.2 Notwithstanding any other provision of these terms and conditions, nothing herein will restrict or limit the Agency's liability for:

8.2.1 death or personal injury caused by the negligence of the Agency; or

8.2.2 fraud or fraudulent misrepresentation; or

8.2.3 any other matter for which it would be illegal or unlawful for the Agency to exclude or attempt to exclude the Agency's liability.

8.3 The Client shall indemnify the Agency against any claims, losses or liability made against or incurred by the Agency in connection with its proper carrying out of its obligations to the Client under the Agreement whether or not caused, directly or indirectly, by reason of the acts or omissions of the Client provided that, for the avoidance of doubt, the Client will not be liable to so indemnify the Agency if, and to the extent that, the claim, loss or liability arises as a result of the negligence of the Agency or breach of the terms of the Agreement by the Agency.

8.4 The Agency accepts no liability for any loss, damage, expense or compensation suffered or incurred of any nature by the Client, arising directly or indirectly from an act or omission by any Candidate introduced to the Client by the Agency.

9. Termination

9.1 The Agreement shall continue until the Services have been provided as required in accordance with the Instructions or any subsequent date as mutually agreed in writing by both parties or until terminated at will by either party.

9.2 The Client may terminate the Agreement if the Agency fails to comply with any aspect of these Conditions and this failure continues for a period of 6 weeks after notification of non-compliance is given.

9.3 The Agency may terminate the Agreement if the Client has failed to make over any payment due within 3 weeks of the sum being requested (any such termination being without prejudice to the Agency's claim for payments owed).



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9.4 Either party may terminate the Agreement by notice in writing to the other if:

9.4.1 the other party commits a material breach of these Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

9.4.2 the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.

9.5 In the event of termination the Client must reimburse the Agency for any expenses incurred, as notified to the Client by the Agency, up to the date of termination and shall not be entitled to any refund of the Agency Fee already paid and any Agency Fee due at the date of termination and interest thereon and all other sums due to the Agency will immediately become payable in full.

9.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

10. Confidentiality

10.1 All information provided by either party to the other, including but not limited to any personal details relating to the Candidate or the Client, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation, without prior written consent of the other or of the Candidate, as the case may be.

10.2 The passing on by the Client of any information to a third party which results in that third party employing a Candidate shall render the Client liable for payment to the Agency of the relevant Agency Fee under terms of this Agreement as if the Client had employed the Candidate rather than the third party.

11. General

11.1 Neither party may assign transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.

11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing either by letter or email addressed to the other party at its registered office or principal place of business or such address as any at the relevant time has been previously notified to the party giving the notice.

11.3 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement



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by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.5 It is not intended that any of the terms of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

11.6 English law shall apply to this agreement and the parties agree to submit to the jurisdiction of the English courts.