

# kensington nannies

London's longest established nanny agents

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## **Overseas Terms of Business to Employers of Nannies, Maternity Nannies and Mother's helps**

These terms are binding and non negotiable – please read them carefully

For nannies, and mother's helps read "employee" or 'applicant'.

Kensington Nannies charge a fee upon engagement of an applicant, terms are net payable within 14 (fourteen) days of the date of your invoice, or 14 days before commencement of the employee's employment if you have booked your employee in advance.

## **Kensington Nannies Charge a flat rate of £5000 for any engagement of 12 weeks or over. The agency fee bears no reflection of the salary paid to the employee.**

A booking of one week or under will be charged as a full week and should a booking extend into the following week or part thereof, this will also be charged as a full week. (calculated on a charge of 1/12<sup>th</sup> of £5000 per week)

The interviewing acceptance and/or subsequent engagement of an employee through the agency will be deemed to be acceptance of the agency terms and conditions.

Clients transferring or passing on names, addresses, telephone numbers and or e mail contact details of employees and applicants obtained through Kensington Nannies to other people or companies will be held responsible for fees due from resulting engagements.

The fee charged for any employee is applicable to one engagement. A further fee will be charged for re-engagement of employees. Clients should inform the agency of plans to re employ employees, there are reasons why this is important to the client as well as the agency.

In cases where employees engaged on a short term basis continue in employment or are allowed to remain in the household on a paid or unpaid basis, the appropriate additional fee will be charged.

Clients continuing to employ an employee will be liable for the appropriate fee even if they claim the employee's work is unsatisfactory.

Clients should reimburse all reasonable travelling expenses incurred by potential applicants who present themselves for interview, as well as travelling expenses to the place of work on commencement of employment. Clients agree to accept reverse charge (collect) calls from certain applicants in order to arrange interviews.

Clients shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or examinations into the medical history of any applicant and satisfying medical or other requirements or qualifications required by law. Clients are responsible for return flights and medical insurance.

## **Refunds and replacements**

1) Should the applicant choose not to start employment the whole amount of the fee will be refunded –

Should an employee leave the post within the first 12 weeks he/she will be replaced free of charge within 8 weeks, on a like for like basis, should the agency prove unable to provide a replacement within 8 weeks then a refund will be given minus the charges appropriate to the time the employee has been in the position which is calculated on a charge of 1/12<sup>th</sup> of the fee per week for each week the employee has been in your employ. The total is then deducted from your full fee paid and the remainder less a 20% cancellation fee will then be refunded to you.

2) If during this time clients cancel their replacement request or make their own arrangements no refund is due. If a client is unable to interview replacements and relies on the agency to select a replacement, yet reject those deemed suitable by the agency the client will remain in credit with the agency for a period of 6 (six) months, during and after this no refund is due.

## **PLEASE NOTE – there is no refund or replacement after the 12 week period.**

3) The refunds & replacements mentioned are only payable /applicable if the agency has received payment within 14 (fourteen) days of the date of your invoice, or 14 days before commencement of the employee's employment if you have booked your nanny in advance, and if the agency has been informed of the termination of employment within 48 hours of the said termination.

4) Should the position not comply with the contract or job specification, therefore misleading the agency and employee then no refund will be due.

Whilst every care is taken to introduce suitable applicants whose references are checked by the agency before duties commence, clients are advised to take up references for their own satisfaction, as after the engagement has been concluded the agency cannot be held responsible for any loss, damage, delay, clash of personalities or for any other circumstances that may arise beyond its control and which should be resolved between employer and employee.

A cancellation fee will be charged for an engagement cancelled by the client after a firm booking has been made this is 20% of the booking fee.

A surcharge of 15% is added to all fees not settled according to these terms.

## **The Agency Policy on CRB checks**

As Agencies who supply nannies do not directly employ the applicants they are not able to insist upon CRB checks, however at Kensington Nannies we encourage all potential applicants to have a CRB check however ultimately it is the applicant's choice and subsequently the client's choice should they wish to employ an applicant who does not have, or are making steps to have her/his CRB check. The agency will inform clients of the CRB status of the employee they are employing

New babies and maternity bookings

Please note Clients engaging long term staff (in excess of 12 weeks) should write a letter/contract confirming the engagement, the duties and the salary and free time agreed. This is an independent agreement between the employer and the employee. A sample contract can be obtained from the agency.

Methods of Payments: Debit cards , Bank transfer, Debit cards & Credit cards,(excluding Diners and Amex) Cr Cards will incur an additional 3.5% handling fee)

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