

# kensington nannies

**London's longest established nanny agents**

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Thank you so much for considering Kensington Nannies to fill your vacancy, Kensington Nannies charge a flat introduction fee of £3400 +VAT on engagement of any suitable candidate for a placement that is U.K based and intended to exceed 12 weeks. Please find below our Terms of Business. In order to start the search you will need to respond confirming that you have received, read and agree to the Terms of Business, should you have any queries please do not hesitate to call.

## DEFINITIONS

I.1. In these Terms the following definitions apply:

<b>"Agency"</b>	<b>Kensington Nannies [Limited] registered company no. 92293</b>
<b>"Candidate"</b>	Means the person Introduced by the Agency to the Client for an Engagement
<b>"Client"</b>	Means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is introduced
<b>"Cancellation Fee"</b>	Means the fee payable by the Client to the Agency on cancelling a firm booking or replacement request.
<b>"Engagement"</b>	Means the engagement, employment or use of the Candidate by the Client or by any Third party to whom the Candidate has been introduced by the Client, on a permanent or temporary , paid or unpaid basis ,whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
<b>"Introduction"</b>	Means (i) the passing to the Client of a curriculum vitæ or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly;
<b>"Introduction Fee"</b>	Means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement; on a paid or unpaid basis
<b>" Part Time "</b>	Candidates who are engaged to work 3 days or less each week
<b>"Refund"</b>	Monies returned to the client on paid invoices when applicable, minus the appropriate charges.
<b>"Replacement Candidate"</b>	Means any Candidate Introduced by the Agency to the Client to fill the Engagement that was intended to exceed 12 weeks following the Introduction of another Candidate whose Engagement either did not

commence or was terminated during the first 12 weeks of the Engagement;

“Temporary”	A vacancy for Specified dates that do not exceed 12 weeks
“Week”	Calendar week Monday – Friday
“Week or part thereof”	Any day that falls between a Monday and a Friday
“Weekend”	Saturday or Sunday

Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these Terms of Business are for convenience only and do not affect their interpretation

## **1. The Contract.**

1.1 These terms of business constitute the contract between the Agency & the Client for the supply of staff to be engaged directly by the client & are deemed to be accepted by the Client by virtue of an introduction or the engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an introduction.

1.2 These terms contain the entire agreement between the parties & unless otherwise agreed in writing by the Agency, these terms take precedence & shall prevail over any other terms of business or conditions put forward by the Client.

1.3 No variation or alteration to these terms shall be valid unless the details of such variation are agreed between the agency & the Client & are set out in writing & a copy of the varied terms is given to the Client stating the date on which they shall apply.

1.4 The Agency acts as an introduction agency (as defined in section 13(2) of the Employment Agencies Act 1973) when introducing Candidates to the Client for direct engagement by that Client

1.5 These terms & conditions of business shall be governed by the laws of England & Wales.

1.6 The Agency reserves the right to change these terms of business without prior notification.

## **2 Information to be provided by the Client**

2.1 For the selection of suitable candidates for interview by the Client, then the Client is required to provide an accurate job specification, & any other information that they deem important to the Agency. It should be noted that the Agency will refer to the Candidates expected weekly wages in net terms only, making it the Clients responsibility to cover any payments that they will be required to make on behalf of the employee to HMRC.

## **3. Introduction of Candidates:**

3.1 Whilst every care is taken to select candidates deemed suitable for the position, the final decision on the suitability of the candidate is the sole responsibility of the Client. Clients are urged to take up references (permission to do so must be granted by the candidate) & medical histories of a Candidate they wish to employ to their own satisfaction as after the offer of employment has been accepted & concluded the Agency will not be held responsible for any loss, damage, delay, clash of personalities or for any other circumstances that may arise beyond its control. The Agency will not be held responsible nor get involved with any conflict which should be resolved between employer (Client) & employee (Candidate) that may result in any loss, damage, delay or termination of the engagement.

3.2 Clients engaging candidates in excess of 12 weeks should sign a contract with the intended employee confirming the engagement. This should include, but not limited to, a job specification, duties expected, the salary, working hours & free time agreed. This is an independent contract between employer (Client) & employee (Candidate). A sample contract for your guidance may be obtained from the Agency.

3.3 The Client shall be responsible for obtaining work & any other permits, medical examinations &/or investigations into the medical history of Candidates & qualifications required by law of the country in which they are to be engaged to work or travel as part of the job.

3.4 Clients requiring the employee (Candidate) to drive or travel whilst performing their duties must ensure that they hold a current driver's license & be properly insured.

3.5 Kensington Nannies are not responsible for any interview expenses incurred by the Client or Candidate.

## **4. Notification: The Client agrees to:**

4.1 Notify the Agency immediately of the terms of any offer of an engagement which they make to the Candidate.

4.2 Notify the Agency immediately that the Clients offer of an engagement to the Candidate has been accepted & to provide details to the Agency of the terms agreed with the Candidate together with any documentary evidence as requested by the Agency.

#### **5. Fees:**

5.1 The Fees are non-negotiable

Kensington Nannies charges a flat rate Introduction Fee of £3400.00 +VAT of a client having an offer (be it verbal or Written) on a placement that is intended to exceed 12 weeks accepted

Note that the fee is not related to the salary offered & accepted, or the status of the independent employer employee contract.

5.2 For Part Time nannies (Candidates who are engaged to work 3 days or less between a Monday & Friday) the Agency Introduction Fee is based on 1/4<sup>th</sup> (one fourth) of £3400.00 +VAT for each nominated day of the working week that the Client requires a nanny. This working week is based on Monday – Friday. Any half day requirements are charged as a full day.

5.3 Temporary Nannies are placements that do not exceed 12 continuous weeks. A fee of £120.00 +VAT will be charged for each week or part thereof (Monday- Friday) that the Candidate is to be employed within the UK and £140 +VAT if the Candidate is required to work outside of the U.K within the booking dates. Payment is due once a firm booking is made. There are no refunds due should you cancel the booking or cut it short once the booking has been made. In cases where a Candidate is employed for specified dates but continues to working or is allowed to remain in the household on a paid or unpaid basis beyond the specified dates, then the Client will be charged the appropriate additional fee. If a Temporary Nanny is employed for more than 12 weeks a full fee as noted in clause 5.1 above will be charged in addition to any fees already levied.

5.4 A week-end (Saturday & /or Sunday) fee is £130.00 +VAT.

5.5 The week-end (Saturday &/or Sunday) fee on a long term week-end basis is £1700.00 +VAT.

5.6 The fee for temporary maternity nannies is £140 +VAT per week or part thereof & terms apply as described under clause 5.3 above. If the Candidate is required to work outside of the U.K within the booking dates the charge will be £150p/w

5.7 Clients who request to trial a Candidate prior to making a firm offer may do so for one day (Monday – Friday) free of charge. Any further days will be charged at the Temporary Nanny rate in accordance with clause 5.3 above. The client must also note that they are responsible for all Candidate related costs including, but not limited to any agreed remuneration. During the trial the Candidate & the Client may continue to interview with other parties. Clients' trialling potential replacement Candidates will forfeit 1/12<sup>th</sup> of the fee already paid.

5.8 The fee charged for any Candidate is applicable to one engagement. A further fee will be charged for any re-engagement at any time.

5.9 VAT is charged at the standard prevailing rate on all fees where applicable.

5.10 Agency fee payments may be made by bank transfers.

#### **6. Terms of Payment:**

6.1 Once the Client has had an offer of employment accepted be it verbal or written by a candidate & the Agency notified in accordance with clause. 4.2, then 20% of the fee becomes due & payable (against invoice issued by the Agency) in order to secure the booking until such time that this 20% fee payment is received the Candidate may continue to interview with other prospective clients.

6.2 The balance of 80% of the fee shall become due & payable on receipt of invoice or 14 (fourteen) days prior to the proposed/estimated date of commencement of employment whichever occurs first.

6.3 The Candidate will only commence employment with the Client once the whole of the Introduction Fee has been received by the Agency. (The payment fee shall not be contingent upon suitability checks of the candidate see clause 10 or the status of the employee /employer contract.)

6.4 In the event of the invoice not being fully settled in accordance with either clauses 6.1 or 6.2 above then a surcharge of 15% of the invoice value will be added. Invoices not settled on time will delay the Candidates start date & will affect the refund policy.

6.5 Should the Candidate choose not to start the engagement through no fault of the Client, then the entire amount of the fee paid will be refunded.

6.6 The Introduction Fee is payable if the Client engages the Candidate within a period of 12 months from the date of:

- (a) Interview,
- (b) The Clients withdrawal of an offer of engagement, or
- (c) The Candidates rejection of an offer of engagement (whichever is the later).

#### **7. Refund & Replacement Policy on placements intended to exceed 12 weeks:**

7.1 In the unlikely event of the placement not being successful & resulting 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 discretion of the Agency, & assuming all terms of this contract have been met, the Client qualifies for either one free replacement, on a like for like basis, or a pro rata refund (clause 7.5). There is no refund or replacement after the

12 week period from date of engagement has expired, nor is it applicable to a replacement nanny.

7.2 The refund or replacement are only payable / applicable if the Agency has received payment in accordance with clause 6 & the Agency has been informed of the termination of employment within 48 hours of the said termination

7.3 Should the position & duties 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.

7.4 If the Candidate chooses to terminate their employment as a result of the clients failure to comply with the independent contract agreed between the Client & Candidate or as a result of inappropriate behaviour, actions, demands & the like made by the Client on the Candidate & that these are deemed unreasonable by the Agency, then the Client will forfeit their options of refund or replacement.

7.5 A charge of 1/12<sup>th</sup> of the Introduction Fee + VAT for each calendar week or part thereof the employee has been in your employ will apply, a further 20% of the refund due will be retained by the Agency.

7.6 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.

7.7 The Agency must be given exclusivity and up to 4 weeks from the date of your notification that the Candidate has left your employ (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 said Candidates. Should you source a candidate by other means during this time no refund or replacement is due.

7.8 If it proves impossible for the Agency to introduce a replacement within this time then the Client will be eligible for a refund in accordance with this clause 7.5 once the time frame has lapsed and clause 7.7 has been adhered to by the client.

7.9 If subsequent to the Client receiving a refund the Candidate is re-engaged, then the refund shall be repaid to the Agency.

#### **8. Cancellations:**

8.1 Cancellation on any firm booking (an offer has been accepted be it verbal or written) that has been made: Should the Candidate choose not to start employment through no fault of the Client the entire amount of the fee paid will be refunded. Should the candidate choose not to start employment through fault of the Client the entire amount of the agency fee will be due /retained by the agency.

#### **9. Introductions to Third Parties**

Introductions of Candidates are confidential. If a Client discloses a Candidates details to a third party that will be deemed to be a "Third Party Introduction". Such introductions are prohibited due to data protection, unless consent has been obtained by the candidate. If consent has been given & it results in an offer of employment & acceptance then the Client shall be responsible for the fees as set out in clause 5. Under these circumstances the Refund & Replacement policy as appearing in clause 7 does not apply.

#### **10. Suitability Checks & References.**

The Agency shall pre-screen candidates & check references to assess their suitability the final decision on the suitability of the Candidate is the sole responsibility of the Client. References provided are not to be contacted unless you have been granted permission directly from the candidate to do so. The Agency does not directly employ the Candidate & are not therefore able to insist upon DBS checks. However Kensington Nannies encourage all potential applicants to have a DBS check. If a Candidate does not have an up to date DBS & / or are in the process to have his/her DBS done, then the Agency will inform the Client of the DBS status of the Candidates.

#### **11. Confidentiality & Data Protection**

All information relating to the Candidates is confidential & subject to the Data Protection Act & is provided solely for the purpose of guiding the Client in making a selection of suitable employee. Such information must not be used for any other purpose nor divulged to any Third party. The client agrees that sensitive data received shall not be retained unless you have a lawful reason to do so & will be stored & destroyed securely. (Breaking Data protection laws could result in you being prosecuted/fined.)The Client undertakes to abide by these provisions in receiving & processing the data at all times. In addition information relating to the Agency's business shall be regarded as confidential & must not be divulged to any third party except for information which is in the public domain.

Kensington Nannies provide recruitment services to candidates/clients who reside globally. During the course of your requirement, your details (including sensitive Data) may be transferred globally. Sharing data cross-border is essential to the services so that you receive the same high-quality service wherever you are in the world & in some cases may be necessary for the performance contract between the Agency & the client. As a result, we will, transfer Personal Data and Other Data collected in connection with the Services, to candidates & clients in countries where data protection standards may differ from those in the country where you reside. By appointing Kensington Nannies to assist in your recruit you understand that we transfer Personal Data globally by email & the client must have appropriate measures in place to protect this data. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in those other countries will be entitled to access your Personal Data. Some of the non-EEA countries are recognised by the European Commission as providing an adequate level of data protection according to EEA standards.

**12. Liability.**

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 a Candidate for the Client or from the introduction to or engagement of any Candidate by the Client or from the failure of the Agency to introduce any candidate. No Liability shall be attached to the agency either in contract or in tort as a result of the act or omission of an applicant however so arising even if such act or omission is fraudulent or negligent.