

Thank you so much for considering Kensington Nannies to fill your vacancy Kensington Nannies charge a flat introduction fee of £8500 (+VAT where applicable) on engagement of any suitable candidate for a placement that 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.

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**In these Terms the following definitions apply:**

**“Agency”**

**Kensington Nannies [Limited] registered company no. 6840222**

**“Candidate”**

Means the person Introduced by the Agency to the Client for an Engagement

**“Client”**

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

**“Cancellation Fee”**

Means the fee payable by the Client to the Agency on cancelling an engagement /replacement request.

**“Engagement”**

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;

**“Introduction “**

Means (i) the passing to the client of a curriculum Vitae 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 Clients 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;

**“Introduction Fee”**

Means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement; on a paid or unpaid basis

**“Refund”**

Monies returned to the client on paid invoices when applicable, minus the appropriate charges.

**“Replacement Candidate”**

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

The Contract.

1.1 These Terms of Business, conditions & fees which are non-negotiable 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 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

1.3 These Terms & Conditions of Business shall be governed by the laws of England & Wales.

1.4 The Agency reserves the right to change these Terms of Business without prior notification.

1.5 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.

1.6 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.

## 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 the Agency with the identity of the Hirer and an accurate detailed job specification. This must include but is not limited to: Hours on duty, days on duty, the ages of the children the Candidate is to be appointed to care for & any special needs that these children may have. The location of where the candidate shall work, start dates, proposed salary & any other information that may be important to the Agency that may influence the Agencies selection of candidates deemed appropriate.

The Agency will refer to the Candidates expected weekly wages in net GBP terms only, making it the Clients responsibility to cover any payments that they will be required to make on behalf of the candidate (tax social security etc.) Clients are responsible for the candidates return flights, work permits and medical insurance and other insurance that may be required for the candidate to perform their duties properly. It is the Client's responsibility to determine the final cost of employing any proposed candidate.

## 3. Introduction of Candidates:

3.1 The Agency shall only introduce candidates that they have interviewed. The Interview of candidates involves but is not limited to understanding candidate's previous employment experiences. Their preferences & requirements from future employers & their suitability to work with their preferred age group. The Agency will have also obtained a minimum of two references from referee's who confirm the candidate's suitability to work with Children. Whilst every care is taken to pre-screen & select candidates deemed suitable for the position of working with children, the screening & decision on the suitability of the candidate is the sole responsibility of the Client.

3.2 Clients must take up references (permission to do so is to be obtained from 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 dispute which should be resolved between employer (Client) & employee (Candidate) that may result in any loss, damage, delay or termination of the engagement.

3.3 Clients engaging candidates in excess of 12 weeks should sign a contract with the intended employee confirming the engagement. This should include, but not be limited to: Location of work, a job specification, and duties expected, salary, working hours & free time agreed, probation & notice periods. This is an independent contract between employer (Client) & employee (Candidate).

3.4 The Agency does not employ the Candidates introduced and any Contracts of Employment entered into is between the Client and the Candidate. The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in addition to the civil and criminal laws of the Country within which the candidate is to be employed.

The Agency is not responsible for any non-compliance of the Client or the Candidate.

3.5 The Client shall be responsible for the candidates mobilization & demobilization costs, obtaining work & any other permits, medical examinations &/or investigations into the medical history of Candidates, & qualifications required by law of the country in which the candidate is to be engaged to work or travel as part of the job.

3.6 Clients requiring the employee (Candidate) to drive whilst performing their duties, must ensure that the candidate holds a current driver's license & cover related costs associated with any insurance's.

3.7 Clients requiring the employee (Candidate) to travel whilst performing their duties, must cover related costs & ensure that the candidate is properly insured (medical)

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

#### 4. Notification: To the Agency:

4.1 The Client agrees to notify the Agency immediately of the terms of any offer of an engagement be it verbal or written which they make to the Candidate

4.2 Notify the Agency immediately that the Clients offer of an engagement be it verbal or written to the Candidate has been accepted & to provide details to the Agency of the terms agreed (see 3.3) with the Candidate together with any documentary evidence as requested by the Agency.

#### 5. Introduction Fees for Engagements intended to exceed 12 weeks:

5.1 The fees are fixed and non-negotiable Kensington Nannies charges a flat rate Introduction Fee of £8500.00 (+VAT where applicable) of a client having an offer (be it verbal or Written) on an Engagement 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 Trials: Clients who request to trial a Candidate prior to making a firm offer may do so for two days without incurring an agency fee, any further days will be charged at the Temporary Engagement rate in accordance with clause 9 below. The client must note that they are responsible for all Candidate related costs including, but not limited to the candidates

transport costs & any agreed remuneration due & payable directly to the Candidate throughout the entire trial. During the trial the Candidate & the Client may continue to interview with other parties. The Temporary Engagement Introduction fee charged for any Candidate trial is applicable to one engagement. A further fee will be charged for any re-engagement at any time.

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

6. Terms of Payment of Introduction Fees for Engagements intended to exceed 12 weeks  
(Note: The Terms of payment & applicable Introduction fee, shall not be contingent upon suitability checks of the candidate see clause 3.2 & 14 or the status of the Employee /Employer contract be it written or verbal.)

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. 4.1 And / or 4.2 the full Introduction fee becomes payable within 48 hours of Date of Invoice or 14 days prior to the Engagement commencement date whichever occurs first.

6.2 Where the proposed /estimated commencement date is more than 14 days in advance the following payment terms shall apply:

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. 4.1 And or 4.2 then 20% of the Introduction fee becomes due & payable within 48 hours of the date of the invoice in order to secure the Candidate.

Until such time that this 20% fee payment is received by the Agency, the Candidate may continue to interview with other prospective Clients.

The balance of 80% of the Introduction fee shall become due & payable within 48 hours of Date of Invoice or 14 (fourteen) days prior to the proposed/estimated date of commencement of the engagement whichever occurs first.

6.3 The Candidate will only commence the engagement with the Client once the entire Introduction Fee due has been received by the Agency. Invoices not settled in line with the payment terms may delay the Candidates start date.

In the event of the invoice for the Introduction Fee not being fully settled in accordance with either clauses 6.1 and/or 6.2 the Client forfeits the option of a pro rata refund or replacement (see clause 7) and a late payment surcharge of 15% of the invoice value will be added to any Introduction Fee outstanding,

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

6.5 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).

6.6 Agency fee payments are to be made by bank transfers.

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

*Clients are not eligible to claim a refund/pro rata refund or replacement candidate after the 12 week period (from commencement date) of the engagement has expired, nor is the client eligible to claim a refund/pro rata refund or replacement on a "replacement" candidate and or a candidate who is engaged temporarily.*

7.1 Once the candidate has commenced their employ/ the engagement, in the unlikely event of the Engagement not being successful & resulting in the Engagement being lawfully terminated by the Client or Candidate within 12 weeks of the date of commencement of the Engagement (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 candidate, on a like for like basis to fulfil the original job specification the Client registered with the Agency, or a pro rata refund (*clause 7.8 & clause 7.9*).

7.2 The refund or replacement are only payable/applicable if the Agency has received payment in accordance with clause 6.1 and/or 6.2 & 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/Terms of employment agreed between the Candidate & Client or with the job specification registered with the Agency, or as a result of the act or omission of the client if such act or omission is fraudulent or negligent then there shall be no recourse to any refund or free replacement candidate.

7.4 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 & Candidate, then the Client forfeits their options of any refund or replacement candidate. If the Candidate chooses to terminate their employment as a result of inappropriate and/ or unreasonable behaviour, actions, demands & the like experienced by the Candidate in the workplace, & that these are deemed inappropriate and /or unreasonable by the Agency, then the Client forfeits their options of any refund or replacement Candidate.

7.5 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/ engagement has been terminated yet the Candidate is allowed to remain in the household on a paid or unpaid basis, the appropriate charge will be raised.

7.6 When it is established that the Client is eligible & has qualified to request a replacement Candidate then The Agency must be given exclusivity and up to 8 weeks from the date of the Clients notification to the Agency that the Candidate has left the Clients 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. 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 forfeit their option to a refund or replacement. Should the Client source a candidate by other means during this time the client will not be eligible for a refund/pro rata refund or a replacement candidate.

7.7 Clients who request to trial a Candidate prior to making a firm offer may do so for two days without incurring an Agency fee. Any further trial days will result in the Client forfeiting 1/12<sup>th</sup> of the 12 week replacement period for each week or part of a week that the candidate is engaged to trial. The Client must note that they are responsible for all Candidate related costs including, but not limited to the candidates transport costs & any agreed remuneration due & payable directly to the Candidate throughout the entire trial. During the trial the Candidate & the Client may continue to interview with other parties.

7.8 If it proves impossible for the Agency to introduce a replacement within the timeframe listed in clause 7.6 and The Client has met the Terms & Conditions contained within this contract to qualify, the Client will be eligible for a refund in accordance with this clause 7.9 once the time frame listed in 7.6 has expired.

7.9 Refunds: When it is established that the Client has met the Terms & Conditions contained within this contract to be eligible & qualify for a refund, should the Agency not offer a replacement candidate, a charge of 1/12<sup>th</sup> of the fee will apply for each week any candidate introduced by the Agency has been engaged/employed and /or has remained in the household on a paid or unpaid basis, (inclusive of trials as mentioned in clause 7.7) A further 20% penalty charge shall be levied on the remaining balance. Once all deductions have been made, the appropriate refund due to the client, shall then be made by Bank transfer to the client.

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

## 8. Introductions for Temporary Engagements:

A Temporary Engagement is defined as a non-repeatable engagement that is registered with specified Start & End Dates that fall within a period of 12 continuous weeks.

8.1. The Agency does not employ the Candidates introduced and any Contracts of Employment entered into is between the Client and the Candidate The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in addition to the civil and criminal laws of the Country within which the candidate is to be employed. The Agency is not responsible for any non-compliance of the Client or the Candidate.

8.2 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.

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

8.4 If a Temporary Nanny is employed for more than 12 weeks a full introduction fee as noted in clause 5.1 above will be charged in addition to any fees already levied.

8.5 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.

8.6 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).

#### 9. Introduction Fees for Temporary Engagements:

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

9.1 **Temporary Engagement Monday - Friday:** A fee of £180.00 +VAT will be charged for each calendar week or part of a calendar week (Monday- Friday) that the Candidate is to be employed

9.2 **Temporary Engagement Monday- Sunday:** A fee of £200.00 +VAT will be charged for each calendar week or part of a calendar week & weekend (Monday- Sunday) that the Candidate is to be employed

9.3 A **“one off “week-end Engagement** (Saturday & /or Sunday) fee is £150.00 +VAT.

9.4 **Temporary Engagements of Maternity Nurse/Maternity Nanny** a fee of £200 +VAT per calendar week or part of a calendar week shall apply for each week that the Maternity Nurse/Nanny is booked.

#### 10. Terms of Payment on Introduction fees for Temporary Engagements

**Note:** The Terms of Payment on the applicable Introduction fee due, shall not be contingent upon suitability checks of the candidate see clauses 3.2 & 14 or the status of the Employee /Employer contract be it verbal or written.)

10.1 The appropriate introduction fee will be invoiced upon confirmation of the engagement dates and payment becomes due within 24 hours of Date of Invoice and /or prior to the commencement of the placement whichever occurs first.



10.2 Until such time that the payment is received the Candidate may continue to interview with other prospective clients.

10.3 Whilst in your employ, Temporary Candidates, shall in their own time continue to interview for future engagements.

10.4 Agency fee payments may be made by bank transfers.

#### 11. Refunds on Introduction fees on Temporary Engagements:

11.1 Clients engaging Temporary candidates do not qualify for refunds or replacements except in the instance where the Candidate chooses not to commence the engagement through no fault of the Client, then the entire amount of the fee paid will be refunded.

11.2 There are no refunds due should the Client cancel the Engagement or cut it short of the specified dates registered.

#### 12. Cancellations:

Cancellation on any offer that has been accepted be it verbal or written

12.1. Should the Candidate choose not to start employment through no fault of the Client the entire amount of the fee paid will be refunded.

12.2 Should the Candidate choose not to start employment through fault of the Client and/or the Client makes a subjective decision not to proceed with the unconditional offer of employment/engagement once it has been accepted by the candidate, the entire amount of the agency Introduction fee will be payable to the agency within 7 days of invoice

12.3 If payment has been made, should the Candidate choose not to start employment through fault of the Client and/or the Client makes a subjective decision not to proceed with the unconditional offer of employment /engagement once it has been accepted the entire amount of the agency Introduction fee will be retained by the Agency

12.4 Charges incurred by the Client in Clause 12.2 & 12.3 are exempt from clause 7

#### 13. 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.

#### 14. Suitability Checks & References.

The Agency shall pre-screen candidates & check references to assess their suitability to work with children, the final screening and decision on the suitability of the Candidate is the sole responsibility of the Client. The Agency does not directly employ the Candidate & are not therefore able to insist upon DBS checks. However Kensington Nannies require all potential applicants to have a DBS check where possible. 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.

#### 15. 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 & and 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.

#### 16. Liability.

The Client acknowledges that these Terms and Conditions do not create the relationship of employer/employee between the Agency and the Client or the Agency and the Candidate, nor does it create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between the parties.

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.

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