

kensington nannies

London's longest established nanny agents

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Terms of Business (two pages)

(These terms are binding – please read them carefully)

Kensington Nannies charge a flat rate introduction fee of **£2500 + VAT** on engagement of any suitable candidate for a placement that is intended to exceed 12 weeks. Please note the fee has no bearing on the wage you pay the employee. The interviewing, acceptance and/or subsequent engagement of an employee through the agency will be deemed to be acceptance of these terms and conditions, which are non- negotiable.

Once the Client has had an offer of employment accepted by a candidate introduced by Kensington Nannies, 10% of the fee is payable in order to secure the booking and will not be refunded if the client chooses not to proceed with the engagement. The balance of the fee is then due on receipt of invoice or fourteen days prior to the commencement of employment whichever occurs first, invoices not settled on time will affect your guarantee and attract a surcharge of 15%.

Candidate's confidential information is sent for the express purpose of the current position you have registered with Kensington Nannies. Should you choose to pass on these details to a third party or employ the candidate yourself at a later date therefore bypassing the agency you will be charged the appropriate fee for any subsequent engagement that occurs. Kensington Nannies are not responsible for any interview expenses howsoever incurred by the client.

Clients engaging staff in excess of 12 weeks should sign a contract with the intended employee confirming the engagement. This should include the duties expected, the salary and free time agreed. This is an independent agreement between employer and employee. A sample contract may be obtained from the agency.

The client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any applicant, and satisfy any medical and other requirements or qualifications required by the law of the country in which the applicant is engaged to work. Kensington Nannies will refer to their candidates expected weekly wages in net terms, it is the clients' responsibility to ensure that they are clear on all payments that they will lawfully be required to pay on behalf of their employee to HMRC.

Whilst every care is taken to introduce suitable applicants whose references are checked by the agency before duties commence, clients are urged and advised to take up references to 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.

In the unlikely event of the placement not being a success, resulting in the engagement being lawfully terminated by the client or candidate within 12 weeks of the date of commencement of the placement (inclusive of notice being served), the client qualifies for one free replacement or applicable refund, (a charge of 1/12th of £2500 fee paid for each week the Nanny has been in your employ will apply.) Please note the 12 weeks replacement/pro rata refund policy starts with the initial engagement and is not renewable on the replacement nanny. The replacement or refund request must be made within 4 weeks of the termination of the employment and within 12 weeks of the date of commencement of the placement. There is no refund or replacement after the 12 week period has expired. Clients continuing to employ a nanny or mother's help will be liable for the appropriate fee even if they claim that the nanny or mother's help's work is unsatisfactory during that time. Should the client opt not to have a replacement Nanny, a charge of 1/12th of £2500 fee paid for each week the Nanny has been in your employ will apply. In addition, a further 20% of the Agency fee due to be refunded will be retained by the agency.

Refunds and replacements will not be given if payment terms have not been met, and the agency has not been informed within 48 hours of the said termination. Refunds and replacements are only applicable if all of the terms have been abided by and will not be given if the position differs from the information originally given to the agency on registration, or is not consistent with the independent nanny/ client contract or the specifications for the position change.

TEMPORARY NANNIES

A placement is considered temporary when registering a position for specified dates that do not exceed 12 weeks. A fee of **£80 + Vat** will be charged for each week (Monday-Friday) or part thereof that the candidate is booked. In cases where a candidate is engaged for specified dates but continues to be employed or allowed to remain in the household on a paid or unpaid basis beyond the booked date the client will be charged the appropriate additional fee. **Please note** that if a temporary candidate is engaged for more than 12 weeks a full £2500 agency fee will be charged.

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

NOTE: 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.

Weekend fee **£ 100 + VAT** (Saturday and/or Sunday)

Weekend fee for long term week-ends **£1250 + VAT** (Saturday and/or Sunday)

Cancellations of Temporary Nannies

The full booking fee will be charged for an engagement cancelled by the client after a firm booking has been made; if the nanny cancels the position then a full refund is given for any invoice paid.

The Agency's Policy on CRB checks.

As Agencies who supply nannies do not directly employ the nanny they are not able to insist upon CRB checks. However *Kensington Nannies* encourage all potential applicants to have a CRB check. If a candidate who does not have an up to date CRB and/or are making steps to have her/his CRB check done, then the agency will inform clients of the CRB status of the nanny they are employing.

Agency fee payments *Method of payment accepted: all major debit cards (no handling fee) Major Credit cards (excluding Diners and Amex) are accepted and incur a 3.5% handling fee Sterling Cheques and transfers*