
WILTSHIRE NANNIES TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of Services by the Agency to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Agency in writing.

1.) Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agency”	Means Natasha Durston of Wiltshire Nannies are an agency registered in UK, whose registered office is at 5 Carp Road, Calne, Wiltshire SN11 9UE
“Candidate”	means any person introduced by the Agency to the Client for an Engagement;
“Client”	means any person, firm or company including any associates or subsidiaries to whom a Candidate is introduced;
“Confidential Information”	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
“Engagement”	means any employment, engagement or use by a Client of a Candidate whether part or full time, with or without a contract;
“Introduction”	an introduction will be deemed to have taken place where the Agency has provided a Client with any information concerning a Candidate, or where a Client interviews a Candidate following an instruction from a Client to locate a Candidate;
“Fees”	means the fee payable by the Client to the Agency in accordance with these Terms and Conditions, on the introduction of a Candidate to a Client which results in the Engagement of a Candidate;
“Remuneration”	means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Candidate for services to a Client;
“Services”	means the employment agency services provided by the Agency to the Client as set out in these Terms and Conditions.

2.) The Contract

2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions

2.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency.

2.3 In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.

3.) Vacancies and Advertisements

3.1 The Agency shall have the right to decline, cancel or otherwise remove any vacancy advertisement provided by the Client to the Agency at any time, for any reason and without giving prior notice to the Client.

3.2 If any vacancy advertisement appears to demonstrate that the Client intends to discriminate on the grounds of gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Sex Discrimination Act 1975; the Employment Equality (Sexual Orientation) Regulations 2003; the Race Relations Act 1976; the Employment Equality (Religion and Belief) Regulations 2003; or the Employment Equality (Age) Regulations 2006.

3.3 Vacancy advertisements shall remain open and viewable by prospective Candidates for a period of up to 12 months or otherwise as agreed between the Agency and the Client.

3.4 All vacancy advertisements shall contain details of no more than one single vacancy unless otherwise agreed in writing between the Agency and the Client.

4.) The Agency's Obligations

4.1 The Agency shall use its best and reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to the Agency by the Client or to notify the Client if the Agency believes it is unable to assist with the Client's requirements.

4.2 The Agency shall use its best and reasonable endeavours to ensure that all vacancy advertisements are published on the date agreed with the Client or, where no date is agreed, within 1 week of receiving details of the vacancy.

4.3 The Agency will endeavour to ensure that all Candidates introduced to the Client have the experience, qualifications, and authorisations which are required by the Client.

4.4 The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.

5.) The Client's Obligations

5.1 The Client shall provide to the Agency all information which is reasonably required for the Agency to put out the advertisement. The Client shall use its

best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.

5.2 The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.

5.3 The Client must provide the Agency with details of the vacancies that the Client wishes to fill, which must include the type of work required, the date of commencement, the duration, the hours, rates of pay and location as well as the training and qualifications.

5.4 The Client must inform the Agency of any Health and Safety risks that may occur at the workplace.

5.5 The Client must not seek to employ any member of the Agency's staff.

5.6 The Client warrants that it shall immediately, and in any event within 24 hours of the Agency's first provision of information relating to the Candidate's identity, inform the Agency if the Client believes that it is aware of the identity of the Candidate other than via information supplied by the Agency

5.7 The Client acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by them.

5.8 The Client shall inform the Agency immediately in the event that any relevant information changes following the submission of that information to the Agency. The Agency reserves the right to charge the Client for any work required to make alterations to vacancy advertisements or other relevant information it holds.

5.9 The Agency shall not verify or otherwise check any Candidate details, howsoever they may be provided to the Client.

5.10 It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work permits).

5.11 It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.

5.12 The Client must notify the Agency immediately of any offer of an Engagement that it makes to a Candidate.

5.13 The Client must notify the Agency immediately of the acceptance of any offer of Engagement that is made to a Candidate and provide details of the Candidate's remuneration.

5.14 The Client must notify the Agency immediately if, following the Engagement of a Candidate, the Candidate's remuneration increases at any time during the first 6 months of the Engagement, and the introduction fee detailed in clause will be increased accordingly.

5.15 The Client must within 7 days of offering an Engagement to a Candidate provide the Agency with a copy of the job offer or contract given to the Candidate.

5.16 The Client must satisfy itself as to the suitability of a Candidate for any vacancy, and the Client must be responsible for taking up references and checking the validity of qualifications and DBS Checks.

5.17 The Client is responsible for payment of remuneration to the Candidate.

5.18 The Client has read and agreed to Wiltshire Nannies Policies including our Privacy Policy containing important information regarding the GDPR on

how Wiltshire Nannies gather, store and share data and how they can access their information or have it removed if required. The Client has been made aware that it is their responsibility to check the Wiltshire Nannies website frequently for any changes/updates that may occur.

6.) Fees and Payment

6.1 For a full time Nanny/Housekeeper (over 25 hours per week) Wiltshire Nannies will charge the Client 3 weeks of the Candidates Gross Pay

6.2 For a part time Nanny/Housekeeper (under 25 hours per week) Wiltshire Nannies will charge the Client 3 weeks of the Candidates gross pay.

6.3 Please note there is a minimum fee of £300.00 for full time positions and part time positions.

6.4 For an Au Pair (Live In and Live Out) Wiltshire Nannies will charge the Client a Placement Fee of £500.00

6.5 Temp staff are considered to be Employed from 1-12 weeks and Wiltshire Nannies will charge the Client a Placement Fee of £100.00

6.6 For an Emergency Nanny / Wedding Nanny (employed for under 1 week and over 6 hours) the Client will be charged £30 per placement.

6.7 For Babysitters (under 6 hours) Wiltshire Nannies will charge the Client £15 Search/Admin Fee

6.8 Please note these are Agency fees only and you will pay the Candidate separately, Wiltshire Nannies are a matching Agency and are not liable for payment to the Candidate.

6.9 The Client will not be liable for any fees until a Candidate has been offered employment, once offer of Employment has been made then the Agency will render an invoice to the Client, offer of Employment may be verbal or hand written.

6.10 The Client must pay the Agency's fees on or before the date that the engagement commences.

6.11 The Agency reserves the right to charge the Client a 20% surcharge on all accounts that remain unpaid by the Client from the due date to the date of payment.

6.12 If employment of a Candidate ends, the rebate structure below will apply.

Leave within -

0-4 weeks - We will find a replacement, if unsuccessful we will return 75% fee

4-8 weeks – we will find a replacement, if unsuccessful we will return 50% fee

8-12 weeks –we will find a replacement, if unsuccessful we will return 25% fee

6.13 This is subject to the following conditions -

6.13.1 The employment ends within the specified time frame.

6.13.2 The candidate is not suitable for the position offered and is accepted by the candidate and reasonable evidence is given to this effect within 14 days of termination.

6.13.3 You have notified us of the fact and date of termination no later than 7 days after the employment relationship ends.

7.) Confidentiality

7.1 The Agency asks that the Client will -

7.1.1 keep confidential all Confidential Information;

7.1.2 not disclose any Confidential Information to any other party;

7.1.3 not make any copies of, record in any way or part with possession of any Confidential Information

8.) Liability

The Agency shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Introduction of a Candidate to the Client by the Agency, the Engagement of a Client Introduced by the Agency or the failure of the Agency to Introduce any Candidate to the Client.

9.) Law and Jurisdiction

9.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

9.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.