



## Terms and Conditions of Business

### 1. Definitions

Where in these Terms and Conditions of Business and elsewhere in the Agency's literature the following bold typed words commence with capital letters they have the following meanings unless the context otherwise requires:

- (a) "**Agency**" shall be Royal Recruitment - Royal Nannies™. Royal Nannies™ Agency acts as a matching service that matches and introduces suitable Child Carers to work for the client.
- (b) "**Client**" shall be any person, parent, family member, or third party appointed by such person, parent or member of the family.
- (c) "**Child Carer**" shall be any person, nanny, nanny, maternity nurse, governess, babysitter to whom the Agency introduces to the Client as being available for work or hire.

### 2. Registration

Clients and Child Carers must complete the online Registration Form or sign the Terms and Conditions and return both to the Agency, before they are accepted and taken on our books. If registering online, filling the online registration form constitutes confirmation of acceptance of the Agency's Term's & Conditions.

### 3. Interviewing

Clients agree to reimburse reasonable travelling expenses for Child Carers based outside London; attending interviews. The Client shall settle this directly with the Child Carer at the interview stage. The Childcare must provide relevant receipts for the journey in order to be reimbursed.

### 4. Client's Obligations

The Client agrees to notify the Agency, either verbally or in writing, as soon as an offer of employment has been made and accepted by the Child Carer and to supply the Agency with details of the date of commencement, length of the engagement and agreed wages and/or other payment terms.

The Client undertakes to become the sole employer of the Child Carer and will be required to register with HMRC. The Client is responsible and accountable for Child Carer's Tax and National Insurance contributions to be made from Child Carer's salary.

The Client is responsible for paying the agreed salary net of Income Tax and National Insurance liabilities directly to the Child Carer (or the bank account of their choice).

The Client is solely responsible for the suitability of the Child Carer and its purely his/her decision to employ a Child Carer. Client agrees to satisfy himself as to the suitability of the Child Carer by taking up any references provided by the Child Carer to the Agency before commencing employment

The Client agrees to notify the Agency if the nature of employment of the Child Carer changes in any way during the first six months from commencement and agrees to pay an additional fee ( standard fee for such service minus placement fees already paid) should there be an increase in working hours or days of work originally required when the Child Carer started the employment.

The Client is solely responsible for ensuring that the Child Carer is eligible to work in the United Kingdom and for obtaining any relevant work permits/immigration requirements that may be necessary and for arranging any medical examinations or investigations into the medical history and health insurance where applicable.

If the position of employment is temporary and the Child Carer subsequently rejoins the Client at any time in the future after the agreed period for further employment, the Client undertakes to inform the Agency and pay the relevant placement fee again. Should the original length of temporary employment be extended; the Client must notify the Agency and is required to pay additional Fee.

Clients agree not to disclose any introductions of Child Carers to third parties. Their personal and contact details shall be kept strictly confidential by Clients. Any breach of this undertaking resulting in the employment of a Child Carer by a third party renders the Client liable for full payment of the Agency's placement fee.

## **5. Child Carer's Obligations**

The Child Carer understands that the Agency is a referral and matching service only that provides its Clients with information respecting potential Child Carers in exchange for a placement fee.

The Child Carer agrees to release personal and contact information to the Agency that is complete, true and accurate. The Child Carer will provide full details of previous work history including contactable references.

The Child Carer agrees not to disclose the following information to prospective clients (parents) at the interview stage: full name, phone number, email address, postal address or any other forms of contact enabling the Client to contact Child Carer directly

The Child Carer's Information will be released only to Clients by a Recruitment Consultant employed by the Agency. Under no circumstance will the Agency release your personal or contact information to any third parties, or disclose it to prospective clients on our website, as per our Privacy Policy. There is no charge for the Child Carer to join our agency. There is no contract or obligation to remain with the agency for any specific time frame and the Child Carer can withdraw from the agency at any time for no charge or obligation..

The Agency and the Child Carer acknowledge that there is no employee/employer relationship between them.

The Child Carer cannot work for other clients using the Royal Nannies Agency name and reputation.

The Child Carer must notify the Agency immediately should he/she be offered employment directly or indirectly through the Client or should the client contact the Child Carer directly without Agency's permission.

The Agency has the right to terminate the agreement with the Child Carer at any time, for any reason, including but not limited to unprofessional conduct, misrepresentation of our image, and company name, lateness, no showing, drug or alcohol abuse, previous or current criminal record.

The Agency does not provide any representations or warranties to the Child Carer regarding any Client. The Agency provides only an introduction service between the Child Carer and prospective clients and will refer their name and portfolio to suitable clients. The Agency cannot guarantee a Child Carer will be interviewed or hired by any prospective Clients, nor can the Agency warrant the length of employment the Child Care will have once hired. Any Child Carer /Client interviews, police checks, CRB checks, First Aid and other training required will be the responsibility and expense of the Child Carer. We strongly recommend the Child Carer discusses wages and working conditions with the Client, and signs a Child Carer Work Agreement prior to beginning work. The Agency will not provide any representation or warranties of negotiating any wages, loss of wages, termination, and working conditions that result or may result in working for the Client. The Child Carer is under no legal obligation to work for a particular Client, and may request to be placed in another placement at their discretion. The Child Carer hereby releases Royal Nannies Agency and its officers, agents, employees, and affiliates from all claims, liabilities, injuries, demands, suits, actions, causes of actions of every kind arising out of or resulting from the action of The Agency or the release of any information by the Agency

The above parties agree that the Agency shall not be liable to the Child Carer, or to any other person, including, but not limited to the Child Carer's family or their successors, heirs and assigns, or any other person, for incidental or consequential losses, damages or expenses, directly or indirectly arising from any action or failure to act by a client. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it. Furthermore, it is agreed that this written instrument embodies the entire agreement of the parties except as expressly set out in this instrument. The Child Carer acknowledges having read, understood and agreed to the terms and conditions of this agreement which are set forth in this agreement.

## **6. Agency's Obligations**

The Agency conducts its business as a matching service that matches and introduces suitable Child Carers to work for the client with the purpose of effecting introductions between persons desiring to enter into contracts for services.

The Agency endeavours to establish the suitability of any Child Carer for introduction to the Client. However, all responsibility for ascertaining the suitability of a Child Carer for the engagement remains with the Client.

The Agency holds no responsibility for the Client and Child Carer's employment contract and any matters associated with it are to be arranged between Client and Child Carer. The Agency offers a contract of employment only as a sample guide for the Client and Child Carer to use.

The Agency cannot be under any circumstances held responsible and excludes liability for any loss, damage, delay, inconvenience, problems, death, injuries or accidents incurred or suffered by the Client, the Client's family, servants, or the Client's assets caused directly or indirectly during employment or introduction of the Child Carer allegedly arising from the acts or character of the Child Carer introduced by the Agency, or, to the extent permitted by law, in respect of services provided by the Agency, even if such act or omission is negligent or fraudulent or reveals any dishonesty.

The Agency does not offer any warranty for the Child Carer's suitability, personality, character, honesty, and reliability.

The Agency does not employ any of the Child Carers directly or indirectly. Child Carers are introduced to Clients and they will be always employed by the Client, unless the Child Carer is self-employed. Child Carers shall be under the supervision, direction and control of the Client.

The Agency reserves the right to change or add to the above Terms and Conditions without prior notification, however all changes will be posted here on the website. It's your responsibility to check these Terms and Conditions in case there are any changes. Continuing to use the site and our services after a change has been made is your acceptance of the changes.

## 7. Fees

The Client agrees to notify the Agency, either verbally or in writing, as soon as an offer of employment has been made and to pay the agreed fee within 7 days of the invoice date and prior to employment commencing based on acceptance of a position by the Child Carer. All invoices will be submitted to the Client prior to commencement. The Child Carer will not commence employment prior to full settlement of the invoice. A surcharge of 30% will be added to all fees not settled after 7 days of the invoice date. All placement fees quoted are exclusive of VAT, Child Carer's salary and other chargeable expenses of the Child Carer and/or Agency.

Should the temporary position become permanent, the client will be charged full placement fee minus 30% of temporary fees already paid.

If the Child Care is solicited to work for the client with the intention of bypassing the agency fees then the client will be invoiced a penalty fee of £1000 on top of the invoice.

**UK Placement Fees:** From 01.05.2010 The Agency charges a £20 administration fee in advance of Child Carers introductions to Clients. This fee is fully refundable against Agency's placement fee. By paying this fee the family or individual will be accepted as a registered Client.

- Permanent, live in and live out nannies and other household staff: 6 times net weekly salary
- Permanent, live in and live out Bilingual & Special needs Child Carers and all part time placements: 7 times net weekly salary
- Temporary Child Carers, UK holiday nannies including night time and emergency: £30 a day
- Temporary Governesses and private tutors: £40 a day
- Maternity nurses: £110 per week or part of the week
- Permanent high profile bilingual nannies and governesses: 25% of net annual salary
- Evening babysitting fee: £10 per booking
- Evening babysitting membership: £250 annually (30 bookings)

**Overseas Placement Fees:** The Agency charges a £95 registration fee in advance of Child Carers introductions to Clients. By paying this fee the family or individual will be accepted as a registered Client.

- Permanent live in and live out nannies and other household staff required to work overseas: 25 % of net annual salary
- Permanent live in and live out nannies and other household staff with "dual residency" - required to work in the UK as well as overseas: 20 % of net annual salary

- Temporary & holiday live in and live out nannies, governesses and other household staff required to work overseas including overseas trial periods if requested by family: £40 a day
- Maternity Nurses: £160 per week or part of the week

## **8. Cancellation of Booking**

If a Client withdraws an offer of confirmed employment or cancels the confirmed booking less than 14 working days prior the Child Carer's agreed start date, a 50% of full placement fee will be payable by the Client to the Agency. In such circumstances one weeks salary is also payable to the Child Carer.

## **9. Termination of Employment**

All instances of termination of employment where a refund is claimed must be notified in writing to the Agency within three days of the termination of employment.

## **10. Replacements and refunds**

The Agency will grant refunds if:

- The Client paid the full registration fee prior to the interview commencement
- The Client has paid for the placement fee in full within seven days from the invoice date and prior to the Child Carer's start of employment.
- The Child Carer has not cancelled the engagement due to unreasonable requirements by the Client.
- The Client has not changed the employment conditions, such as working hours, location of employment and duties as originally agreed by the Child Carer and Client.
- The Child Carer's working conditions and/or the way the Client treated the Child Carer were satisfactory. Royal Recruitment agency's decision will be final in this respect.
- The client followed his/her legal obligations, such as registration with HMRC, paid for Child Carer's taxes and NI contributions (proof must be provided- e.g. Child Carer's last payslip).
- The Contract was agreed without any discount.. All Clients that negotiated a discounted fee are not eligible for free replacement Child Carer or refund.

The Company will only grant refunds in the following circumstances:

- Should the Child Carer leave within the first eight weeks of employment (including trial period if one was requested), a replacement will be offered free of charge. If no replacement Child Carer is offered within 2 months, agency will refund 100% of the permanent placement fee minus temporary charges for the period Child Carer stayed with the Client. If the Client does not wish to accept the replacement Child Carer offered by Royal Nannies, the agency will not grant any refund.
- Should the Child Carer leave after eight weeks of employment (including the trail period), the Agency will guarantee a 30% discount for finding a new Child Carer should the client wish to continue the search with the Agency.
- Please note that once the Client advises the agency to look for a replacement Child Carer and then finds a new Child Carer via another source, the Agency will not offer any refund.

## **11. Copyrights**

Any material found within the pages of our website including text or images may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way. Permission for any other use must be obtained by contacting Royal Nannies. For further information please email us at [info@royalnannies.co.uk](mailto:info@royalnannies.co.uk).

## **12. Legal**

These terms of business are covered by English law and all disputes arising out or in connection therewith shall be subject to the jurisdiction of the English courts.