



TERMS AND CONDITIONS OF BUSINESS (Nanny and Agency)

GENERAL

- These Terms and Conditions do not form a partnership or joint venture between the parties.
- This acceptance of these terms and conditions does not give rise to a contract of employment between the Agency and the Candidate. The Agency operates as an employment and introduction agency.
- Upon acceptance of these terms and conditions, The Agency will endeavor to assist the candidate secure an Offer of employment. The agency will negotiate act on behalf of the candidates to negotiate and ascertain an agreement with the client to obtain employment. Terms and Conditions, act as the Candidate's agent and provide Representation to negotiate and conclude agreements with Clients in respect of procure Engagements

CANDIDATE

- The candidate here by acknowledges and agree that the terms of this agreement shall apply each time the candidate performs services for a client as arranged by the agency.
- The Candidates agrees not to engage in any conduct (and be suitably dressed and prepared for duty) which is detrimental to the interests of the Agency, or would negatively affect the Agent's relationship with the Client and associates or is likely to bring the Agent into disrepute .
- The candidate agrees to carry out all their engagements in accordance with Best Professional Practice.
- The Candidate agrees to provide the Agent with satisfactory evidence of their identity a certified copy of the Candidate's passport or birth certificate.
- Similarly, the Candidate shall furnish the agency with original certificates of qualifications, valid membership or certificates to verify relevant skills e.g. First Aid , authorizations; and (b) the names of two referees (who are not relatives of the Candidate) who the Candidate agrees that the Agent may approach at any time for the purpose of obtaining references about the Candidate.
- The Candidate consents to the disclosure of relevant information to the Agencies Clients and associates in order to try and secure employment for the candidate.
- The Candidate shall inform the Agency at once should there be any reason(s) or circumstance that are /would be detrimental to the interests of the client, their family, the Agency or the Candidate them self or for the Candidate to take up a particular position with a Client.

- The Candidate shall inform the Agency of all interviews arrangements between them self and the Client.
- In the event that the Candidate is unable to take up an Engagement that has been agreed with a Client the Candidate shall inform both the Agent and the Client as soon as is reasonably practicable.

If, following an Introduction from the Agent, the Candidate receives an offer of employment or Engagement to work for or with a Client introduced by the Agent; the Candidate shall inform the Agent immediately and provide the Agent with full details of the offer including a copy of the offer letter/contract of employment if requested.

- The Candidate is not being entitled to assign its rights or obligations or delegate its duties under this Agreement.
- Further the Candidate shall inform the Agent without delay if there is any reason why they are unable to carry on with and or complete with an Engagement with the Client.

AGENCY

- The Agent shall use all reasonable endeavours to secure a suitable Engagement for the Candidate but shall be under no obligation to find an Engagement for the Candidate.
- The Agent shall provide its service with skill and care and in accordance with the recognized industry practices
- The Agency shall take all reasonable steps to ensure Clients are professional and well-mannered and considerate but cannot be held liable for the conduct of any third parties.
- An offer of employment is not made until written details are received from the Client. The Agency does not accept any responsibility and shall not be liable for any loss suffered by the Candidate by reason of the Candidate's decision to resign from his/her current employment or any existing engagement before or after receipt of the Client's written offer.

TERMINATION

- The Agreement shall continue until a subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- The Agent may terminate this Representation without notice at any time and for any reason at the Agent's sole discretion.
- The Candidate shall be entitled to terminate the agreement at any point by giving 5 working days verbal or written notice.
- Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.
- Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Offer of Representation or such other address as such

party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

CONFIDENTIALITY

The candidate shall keep confidential all matters relating to the agency and its clients (including the avoidance of doubt, payment rates, personal information about children)

LIMITATION OF LIABILITY

- Not anything in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Candidate or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agency in the insurance year in which the Candidate's claim is first known.
- The Candidate undertakes to indemnify and keep fully indemnified the Agent at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the Agent), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Candidate of any of the Candidate's obligations, undertakings or warranties as set out within these Terms and Conditions.
- Neither the agency or candidate shall be deemed liable for any delay or failure to perform any of its obligations if the delay or failure results or arise from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations.
The Candidate is not entitled to assign its rights or obligations or delegate its duties under this Agreement.
- If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

GENERAL

- These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.
- The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.