



Terms and conditions

Between client and agency

Contract

These terms and conditions represent a legally binding contract between the client and the agency Solent Nannies. The verbal or written instruction by the client shall constitute acceptance of these terms and conditions. 'Candidate' means nanny, mothers help, babysitter or other childcare professional.

Agency Obligations and Liability

Solent Nannies shall supply suitable candidates for the client by carrying out all the relevant checks on each candidate, including identification, reference, qualification and criminal record checks to establish suitability. Further the Agency will take all reasonable steps to introduce candidates who are of sound character, honest, reliable, suitably skilled and experienced.

However, the final decision to employ a candidate remains the responsibility of the client and the agency does not accept liability for any kind of inconvenience, loss, damage, arising whether caused directly or indirectly from an act or omission by any Candidate introduced to the Client by the Agency, as the agency shall not be responsible for any misdemeanor by a third party.

Client Obligations

The client shall provide full details of the type of work required of the candidate and what type of childcare they require. Further, the client agrees to make clear to the candidate prior to employment the working hours, pay and conditions of service prior to employment. The client will endeavor to ensure the candidate is in possession of all information both ordinary and specialist relating to their home and children, to enable the candidate to undertake their duties smoothly and successfully.

The client shall satisfy itself as to the suitability of the candidate and take up any references provided by the candidate or the agency. The final decision and responsibility as to whether a candidate should be employed is that of the clients.

The Client shall notify the Agency immediately should they choose to engage a Candidate introduced by the Agency. If the agency is not informed when a candidate has been employed then full agency fees will become payable. Booking and re booking of a temporary candidate should be made directly between the client and the agent and not through the candidate unless otherwise advised.

The Client is responsible for the employment of the Candidate including the contract of employment. (Please note a free sample contract is available to Solent Nannies Clients) The Client is responsible for any deductions of tax or National Insurance from the Candidate (Please note advise is available from the agency.)

Fees

The Client agrees to pay the appropriate agent fees on the placement of a requested Candidate and settle all payments for Services within 7 days from the invoice date payable by cheque to Solent Nannies, 19 Bowcombe, Netley Abbey, Southampton, SO31 5GP.

If the client employs a temporary Candidate through the agency who then becomes a permanent employee of the Client within 12 months from the date of the initial introduction the Client shall pay the difference between the temporary and permanent placement fees at the time of the change in employment status.

Confidentiality

All information regarding a candidate and our clients is confidential and should be treated as such by all parties

Agent Guarantee Permanent Staff and Refund

All permanent staff (excluding before and after school) are guaranteed by the agent for a period of 3 months. Should a permanent candidate leave your employment within the first 3 months from the date of their first employment with you, then Solent Nannies will provide a free replacements providing the following conditions are met:

The Client notified the Agency within 3 days of the Candidate's termination of employment or the booking being cancelled;

The Client has paid the appropriate placement fee within 7 days from the date of invoice

The Client has not changed any of the original requirements for the Candidate and the Clients intention to employ a Candidate remains and no other agency is being used. (Please note that once the family advises the agency to look for a replacement and then finds a carer via another source the agency will not offer a refund due to the work it carried out immediately before).

The Candidate did not resign due to unreasonable demands placed upon them by the Client. Similarly the candidates pay, working hours and conditions have remained unchanged and are still those agreed prior to the employment commencing and agreed in the contract between candidate and client.

If it proves impossible for the agency to find a permanent replacement given a reasonable period of time (6 weeks), then the following partial refund will be paid in accordance with the scale set out below based on how long the candidate was employed by the client for

One to four weeks of employment: refund 80% of placement fees

Five to eight weeks of employment: refund 50% of placement fee

Nine to twelve weeks: refund 25% of placement fees

After twelve weeks, no refund will be given

Short Term Assignments and Babysitting

Candidates on short term assignments are booked and charged at a minimum blocked rate of 4 hours per day and should be paid at the end of each week by the client (babysitting at the end of each day)

If a temporary candidate proves unsatisfactory every effort will be made by the agency to find a suitable replacement. If this proves impossible then the client will only be charged for the number of days or weeks that the candidate has worked. No refund is given where a client retains the services of a candidate that they deem unsatisfactory. The agency fee for the days the candidate is used is still charged.

Cancellation of a temporary booking must be done by giving 24 hours notice before the start of the assignment or a cancellation fee of £35 will be payable to the agent, £20 for babysitting paid directly (or collected by agency) to the sitter for their travel and other inconvenience.