

# {NANNY, TATA & CO.}

## TERMS & CONDITIONS

### General

**1.1** These Terms and Conditions shall represent a legally binding contract between Nanny, Tata & Co. Ltd ("the Agency") and the principals ("the Client"), covering the consulting service and the placement of the Household Staff member (the "Candidate"). The Agency specializes in placing nannies, au pairs, child carers, maternity nurses, governess, housekeepers, butlers, household managers, personal assistants, chef/cooks and other domestic staff to families (referred to as "Candidate" in the Terms and Conditions).

**1.2** The Client acknowledges and agrees that the Candidate, once accepted by the Client, is employed by the Client and not by the Agency. Any legal relationship which results is between the Client and the Candidate, and the Agency suggests that the Client seek legal advice as to their obligations under these Terms and Conditions to the Agency and their obligations to the Candidate.

**1.3** The verbal or written instructions by the Client, or the Client's appointed agent, to the Agency to submit suitable Candidate for placement with the Client constitutes acceptance of these Agency's Terms and Conditions by the Client.

**1.4** Both the Agency and the Client shall not, whether on their own behalf or in any capacity for any other person, firm or company, use or disclose to anyone any information of a confidential nature relating to the other (or to any of the other's associated companies) or to the other's affairs or conduct of the other. Any information received by the Agency will be treated confidentially and will remain the property of the Agency. The Agency agrees not to provide this information to third parties, other than any prospective Candidates.

**1.5** The Agency endeavors to provide the Client with Candidates as well suited to the Family Profile as possible. The Agency agrees to provide the Client with all relevant information concerning the Candidate and will check the Candidate's details, documentation and references. However, the final responsibility for any decision to employ the Candidate rests with the Client.

The Agency shall check and confirm to the Client the details, documentation and references of the Candidate before introducing the Candidate to the Client. Based on the Agency's recommendation of the Candidate, the Client may then double-check the aforementioned details to ensure that they are correct.

As further detailed in clause 4.2, the Client is responsible for obtaining any visas which are necessary for the Candidate.

**1.6** These Terms and Conditions represent the entire understanding between the parties and supersede all previous agreements and representations (including, but not limited to any statements made on the Agency's website) made by or between the parties whether oral or written.

**1.7** No term of these Terms and Conditions are intended for the benefit of any third party and the parties do not intend that these Terms and Conditions should be enforceable by a third party, either under the Contracts (Rights of Third Parties) Act 1999, or otherwise.

**1.8** The headings in these Conditions are for convenience only and shall not affect the construction of these terms and conditions.

### Charges

**2.1** A non-refundable Registration Fee of €300 euros, to be paid by bank transfer or by credit card by the Client, will cover the initial search for the placement of a Candidate and any other additional search for a Candidate in the future subject to these Terms and Conditions. If after 60 days from receipt of the Registration Fee by the Agency, the Client has not been presented with at least two Candidates, the Client is entitled to a full refund of the Registration Fee.

**2.2** The Agency's Current Scale of Charges for the placement of a Candidate (**Placement Fee**) are:

- The Placement Fee for a full time or part time Nanny, Nanny/PA, Maternity Nurse, Governess, Housekeeper, Household Manager, Personal assistant and/or Butler **is equivalent to 20% of the total annual salary** payable to the Candidate.

- For temporary employment of less than 90 days the Placement Fee is equivalent to €250 euros per week, for a minimum of 4 weeks.

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- For the temporary placement of a Maternity Nurse the Placement Fee is equivalent to €250 euros/week, for a minimum of 4 weeks.

- For the SOS/Childcare advice from either a SOS Supernanny or Maternity Nurse the Fee payable to the Agency is equivalent to 25% of the Fee due to the SOS Supernanny or Maternity Nurse for the consultation.

**2.3** All fees are exclusive of VAT. In the case of payment by bank transfer, the Client is responsible for all corresponding fees related to the Bank transfer.

**2.4** All Placement Fees are payable by bank transfer or by credit card to the Agency on the acceptance of the placement of the Candidate or within five days from the date of invoice. Full payment is required before the Candidate commences work with the Client. Any late payments (outstanding more than 7 days after the due date) may also incur a late payment charge of €20 per week.

**2.5** The Client shall pay to the Candidate reasonable travelling expenses for the Candidates attending the interview with the Client. The expenses to be paid by the Client are subject to agreement by both parties before the Candidate attends the interview with the Client.

**2.6** Personal contact or interviews with prospective Candidates (or their acquaintances) will only be arranged once the Registration Fee has been paid in full by bank transfer or by credit card.

**2.7** The Current Scale of Charges is subject to amendment and variation by the Agency. Any change to the Current Scale of Charges will be advised to the Client in writing.

**2.8** Under no circumstances is the Placement Fee refundable after the Client has approved the Candidate and the Candidate has accepted the offer of employment with the Client.

## **Additional Fees**

**3.1** If the Client wants to extend any placement of a Candidate, from a temporary position to a full-time position for a further period of time, the Client must pay the Agency an additional Placement Fee of 20% of the annual salary payable to the Candidate.

## **Responsibilities of the Client**

**4.1** The Client shall specify their exact requirements and expectations of the Candidate and provide full details of the type of work and period of employment for which the Candidate is required.

**4.2** The Client, with reasonable co-operation from the Candidate, is responsible for obtaining all necessary work permits or visas where necessary. It is not the responsibility of the Agency. Any information provided by the Agency regarding visas and work permits is purely for information purposes and the Agency cannot accept responsibility if this information is incorrect or is no longer applicable.

**4.3** The Client is responsible for arranging any appropriate medical examination of the Candidate and for checking the medical history of the Candidate.

**4.4** The Client agrees to notify the Agency immediately when a Candidate has accepted employment with them and to supply details to the Agency of the date of commencement and length of employment and agreed salary. The Agency will verify the information provided by the Client with the Candidate.

**4.5** If the Client has to delay the commencement of the employment of the Candidate (for example because of the birth of a baby later than expected or delays in processing the visa then the Client shall be liable to pay the Candidate the full agreed weekly salary from the agreed date to the date of actual commencement.

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## Replacement

**5.1** The provisions of clause 5.2, 5.3 and 5.4 are conditional upon the Client having paid the appropriate Placement Fee and any other charges under this agreement in full to the Agency, within 7 days of receipt or prior to the commencement of employment of the Candidate; the working conditions and original job specification must have not changed and the Client must not be in violation of the Agency Terms and Conditions.

**5.2** Subject to clause 5.1, if the Candidate cancels an accepted placement prior to the commencement date with the Client, the Agency agrees to provide a substitute Candidate of similar qualifications without further payment of the Registration Fee or Placement Fee (if already paid by the Client).

**5.3** Subject to clause 5.1, if the employment relationship between the Candidate and the Client is terminated during the first four weeks, the Agency must be notified by the Client in writing within 5 days of the date, or proposed date, of the Candidate leaving. A substitute Candidate will be supplied with a similar profile as requested on the Client Application Form, at no extra charge to the Client. If the Candidate employment is terminated by the Client after the initial four week period, the Agency is not obligated to the Client to present further Candidates without further charge.

**5.4** Notwithstanding clause 5.3 above, if the Candidate terminates employment with the Client within **30 days** of his/her commencement date, the Agency will present at least one replacement Candidate subject to the conditions in clause 5.1. Thereafter the Agency is no longer obligated to the Client to present any further Candidates.

**5.5** If the Candidate terminates their employment contract with the Client at any time because the Client has breached the terms contained in the employment contract between the Client and the Candidate or has violated corresponding labour and/or civil /federal laws (including but not limited to, violence against children, violence against the Candidate, insulting or threatening the Candidate), or has provided an unsafe or hazardous work environment, the Agency will not be held responsible for the acts or omissions of the Candidate and will not provide the Client with a replacement Candidate.

## Liability

**6.1** The Agency's liability under or in connection with these Terms and Conditions, howsoever that liability arises (including, without limitation, a liability arising by breach of contract, arising by tort, including, without limitation, the tort of negligence or arising by breach of statutory duty), shall be limited to the Placement Fee paid by the Client, provided that this clause 6.1 shall not exclude or limit any liability of the Agency for death or personal injury caused by the Agency's negligence.

**6.2** The Agency does not employ the Candidates introduced and any Contracts of Employment entered into between the Client and the Candidate are between those persons directly. The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in their respective country as well as the civil and criminal laws of their state and country. The Agency is not responsible for any non-compliance the Client or the Candidate.

**6.3** The Client acknowledges that these Terms and Conditions do not create the relationship of employer/employee between the Agency and the Client or the Agency and the Candidate, nor does it create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between the parties. Nor does the Agency give authority to the Client (or the Candidate) to act on behalf of the Agency. The Client acknowledges and agrees that it will not represent itself as agent of the Agency and the Client will not have any authority or power to bind the Agency or to contract in the name of or create a liability against the Agency. The Client agrees that it shall indemnify the Agency in respect of any costs, expenses, damages, compensation or any financial loss or other liability incurred by the Agency howsoever incurred arising from the Client breaching this clause 6.3 *or for any other loss which it is not permitted to exclude under law such as negligence and/or willful misconduct.*

**6.4** The Agency cannot guarantee that a Candidate will complete his or her proposed length of stay or engagement with the Client.

**6.5** The Agency will not supply a replacement Candidate (or give any future discounts) if the Client has been in breach of any of the Agency's Terms and Conditions. Neither will any replacement or refund apply if the Client changes the specifications of the position after the original placement has been made.

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## Termination

**7.1** No replacement Candidate will be provided by the Agency if statements in the Family Profile Registration Form prove untrue and/or the conditions undertaken are not adhered to. The Agency will terminate its relationship with the Client should they find that the Client is in breach of any of the Agency's Terms and Conditions.

**7.2** In the event of a dispute between the Agency and the Client, these Terms and Conditions will be construed in accordance with the laws of England and Wales. The parties agree that the courts of England shall have exclusive jurisdiction. The language for interpretation of these Terms and Conditions will be English as will any legal proceedings.

The Client hereby declares to have read and accepted these Terms and Conditions.

THE AGENCY

THE CLIENT



\_\_\_\_\_ Date \_\_\_\_\_