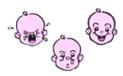


## SOLIHULL NANNY AGENCY



## Specialising in the placement of Nannies, Au Pairs & Baby-Sitters to Families in the West Midlands

The Solihull Nanny Agency, 5 Parklands, Blossomfield Road, Solihull, West Midlands, B91 1NG
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## **Terms and Conditions**

The following *Terms of Business* are between *Solihull Nanny Agency* (The Agency) and the *Employer*, (The Client) The *Employee* (the Candidate) refers to the *Nanny* or *Baby-sitter*.

- There terms represent a legally binding contract between *Solihull Nanny Agency* and the *Client*.
   The Engagement of an *Applicant* through the *Agency*, where the introduction has been made by the *Agency* is an acceptance of these *Terms of Business* and the full fee is payable in advance of the placement.
- 2. The *Client* will notify the *Agency* immediately upon any offer being made which results in the engagement being accepted.
- 3. The *Agency* acts as an introduction agent and does not employ the *Candidates*. All *candidates* are employed directly by the *Client*. Before the *Candidate* commences employment, the *Client* will present a written Contract to the *Candidate*. This Contract will give all information concerning wages, holiday entitlement, sick pay, duties, hours required, notice period and grievances. The *Client* and the *Candidate* will agree upon terms and each will sign and date a copy of the Contract.
- 4. The *Client* will be responsible for paying the *Candidate's* Tax and National Insurance and will give the Candidate monthly payslips. At the termination of employment, the Employee will be given a P45 with details of 'Employee leaving work'.
- 5. The *Client* will notify the *Agency* should a temporary *Candidate* continue after the term of the Contract and an additional fee will then be charged as per a permanent Employee.
- 6. If the *Client* gives information on the *Candidate* to another person, which results in employment being offered by this third party, the client will then be responsible for the full fee.
- 7. All instances of termination of employment where a refund is claimed should be notified in writing to the *Agency* within 7 days of termination of employment. Unless we hear from you within the specified time, no refund is payable. No claim for a refund is available if full payment has not been received by the *Agency* within 2 weeks of the invoice date.
- 8. The *agency* accepts no responsibility or liability for the acts or omissions of a *Candidate* or for any loss, damage or expense caused to the *Client* by breach of the Employment Contract between the *Candidate* and the *Client*.
- 9. Refunds are subject to a minimum charge of £100.00. All fees are payable in full in advance of employment. In the event of a *Candidate* failing to take up a placement, the *Agency* will endeavor to locate a suitable replacement as quickly as possible.
- 10. One half of the fee is retained should a *client* not wish to accept an applicant after acceptance has been affected (subject to the minimum fee of £100.00). a) By mutual acceptance upon interview b) By acceptance via telephone/fax/email/post.

Whilst every effort is made by the *Agency* to ensure that applicants are respectable, responsible and trustworthy, the *Agency* cannot in any way be held responsible for any dishonest or negligent act committed by an applicant during the currency of his/her employment with the *Clients* of the *Agency*.