



# A2Z CHILDCARE

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## A2Z Childcare Nanny Agency - Terms & Conditions

**1. CONTRACT**- these terms and conditions shall represent a legally binding contract between the Agency and the Client

**2. DEFINITION AND INTERPRETATION** - In these terms of business, the following definitions applies:

**AGENCY** means **A2Z CHILDCARE of 305 Riverbank house, 1 Putney Bridge Approach, London, SW6 3JD**

**CANDIDATE** means any person introduced by the Agency to a client.

**CLIENT** means any party, parent or family registered with the agency for the purpose of being introduced to a candidate.

**INTRODUCTION** means the provision of a candidate's details to a client so as to enable the client to assess the candidate, meet and interview the candidate and ultimately employ the services of the candidate.

**PLACEMENT** means an agreement between a client and a candidate whereby the client employs the candidate's services. The Agreement may be evidenced by a formal written contract or may be an oral agreement only. References to the singular include the plural and vice versa. The headings adopted in these terms of business are for convenience only

### 3. AGENCY FEES

**3.1** The agency fees and charges indicated below are to be paid by the client upon placement of a candidate with a client and at any rate within 7 days of receipt of invoice. In the event of non-payment within the stipulated period, the Agency shall be at liberty to levy a 15% surcharge on any late payment. The Agency fee is independent of the salary payable to a candidate.

**3.2** The Agency shall be entitled to receive a fee for the introduction of any candidate to a client whether or not that candidate's services are employed immediately, temporarily or at a later date even if the candidate's services are employed by a party to whom the candidate has been referred by the original client. The Agency Fee is to be paid in full prior to the Applicant commencing employment with the Client or in the case of overseas Clients before the Applicant leaves the United Kingdom to take up such employment and the Agency reserves the right to advise the Applicant to withdraw his or her acceptance of the employment in the event that payment in full has not been made.

**3.3** The Client undertakes to notify the A2Z Childcare if the Applicant for a temporary position remains with the Client following the period originally agreed with A2Z Childcare by the Client and in such an event an additional full fee for a permanent introduction shall be payable by the Client.

**3.4** The fee charged for an introduction is applicable to one engagement only. If the client should re-engage an Employee within 12 months of Termination of Employment a further fee will be charged and the agency must be notified immediately of any such arrangement.

**3.5** In the case of permanent placement overseas, full fees must be paid before the Nanny travels.

**3.6** If the Client cancels a confirmed booking less than fourteen working days prior to commencement of the candidate, the full fee is payable, and one weeks salary is payable to the candidate. If the Client wishes to cancel a booking due to extenuating circumstances, the Client can do so by informing the Agency in writing providing twenty one working days notice, the Agency reserves the right to charge 25% of the fee for work incurred.

**3.7** If the Client has to delay the commencement of the employment of the Applicant (for example because of the birth of a baby later than expected) then the Client shall be liable to pay the Applicant the full agreed weekly salary from the agreed date to the date of actual commencement and no refund of the Agency Fee or any part thereof shall be payable.

**3.8** The Client shall be liable for and shall indemnify the Agency against all costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Client by the Agency to obtain payment of outstanding Agency Fees and interest.

**3.9** If the Applicant leaves the employment of the Client within twelve weeks of commencing such employment the Agency will provide one replacement provided;

(a) the invoice was paid in full within 7 days of receipt or prior to the commencement of employment

(b) the working conditions and original job specification have not changed

### 4. AGENCY RATES

#### UK Placement: Permanent

Nannies, Mother's Helps, Housekeepers	£850 fixed fee for part time placement( up to 25 hr per week)
Nannies, Mother's Helps, Housekeepers	£1,500 fixed fee for full time placement
Au-pairs	£500 fixed fee
Maternity	£80 per week or part thereof
Temporary nanny/Mother's Help	£80 per week or part thereof

#### Temporary overseas staff (up to 12 weeks)

Nannies, Mother's Helps, Housekeepers	£80 per week or part thereof
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Maternity Nurses

£90 per week or part thereof

## **Overseas Placements: Permanent (over 12 weeks)**

Europe

15% of nett annual salary

Outside Europe

20% of nett annual salary

The agency reserves the right to charge £150 for administration fees in the event of cancellation or refund.

**4.1** Please note that all Agency fees are non-refundable.

**4.2** All payments must be in UK pounds sterling unless otherwise agreed in writing. If any cheque from the Client is returned by the bank as unpaid for any reason the Client will be liable for an administration fee of £150 or such increased fee as the Agency may from time to time reasonably require.

## **5. EXPENSES**

**5.1** Whether the Client will be responsible for all or part of the Nanny's travelling expenses to and from both the interview and assignment, and in the case of daily Nannies, their daily travelling expenses, must be negotiated with the applicant before agreeing to see her for an interview. In the case of overseas assignments, the Client is responsible for paying all the Nanny's travel arrangements and the Nanny must receive return tickets, before she travels to take up an assignment, or attend an overseas interview. However, Clients will not normally assume responsibility for the air fares of Nannies travelling from overseas.

## **6. INTRODUCTION BY THIRD PARTIES AND REFFERALS**

**6.1** The Client must immediately inform the Agency when a Candidate has already been introduced by a third party or other agency. A failure to inform in these circumstances leads to the presumption that the introduction has been effected by the Agency who shall be entitled to charge accordingly.

**6.2** Full fees are charged to the Client as a consequence of, or resulting from, an application to the Agency even though that Client may share the services of that Nanny with one or others who may be paying all or part of her wages.

**6.3** If the employment of an Applicant employed on a temporary or maternity basis is extended beyond the period specified in the Client Registration Form the Client shall be liable to pay an additional Agency Fee to the Agency such fee being the Agency Fee which would have been payable on the introduction of the Applicant for the extended period after deduction of the Agency Fee already paid by the Client.

## **7. CONFIDENTIAL INFORMATION**

**7.1** All communication whether written or oral and however communicated shall be confidential.

## **8. REFERENCES AND PERMITS**

**8.1** The Agency will endeavor to ensure but does not guarantee the suitability of any Candidate introduced or supplied to the Client.

**8.2** The Client shall notwithstanding satisfy itself as to the suitability of any Candidate and shall take up references provided by the Agency before engaging the Client. The Client shall further be responsible for obtaining work and other permits and for arrangements of medical examinations and investigation and qualifications as may be required by law.

**8.3** In the case of positions outside the UK, it is the Client's responsibility, and not that of the Agency, to see that immigration procedures are complied with and that the Nanny obtains the correct visa, work permit or labour certification. It is also the Client's responsibility to make all travel arrangements.

## **9. LIABILITY AND INSURANCE**

**9.1** The Agency shall not be liable under any circumstances for loss or damage of whatsoever nature resulting directly or indirectly from an act or omission of any Candidate introduced by the Agency whether or not that act or omission is negligent or fraudulent or reveals any dishonesty. It is the sole responsibility of the Client to ensure that the candidate is insured against professional negligence.

## **10. GENERAL**

**10.1** Registration with the Agency shall be deemed to signify acceptance of these terms of Business. The Agency reminds Clients that they are legally responsible for the chosen candidates' Tax and National Insurance returns and for the provision of detailed payslips.

**10.2** All references in the above to "Nanny" or "Nannies" shall include Mothers' Helps, Housekeepers, PA and all domestic staff

## **JURISDICTION**

These terms of Business are governed by the Law of England and Wales. The contracts (Right Third Parties) Act shall not apply