



NOTABLE NANNIES

NANNY AGENCY

HELPING FAMILIES & NANNIES FIND THEIR PERFECT MATCH

TERMS AND CONDITIONS OF SERVICE FOR NOTABLE NANNIES LIMITED

1. Definitions

“**Agency**” and “**Agent**” means Notable Nannies Limited, 67 Wingate Square, Clapham, London, SW4 0AF. Company registration number 12271588.

“**Agency Fee**” means the relevant fee payable to the Agency for the Services as set out in Clause 5.

“**Candidate**” means a person introduced by the Agency to the Client as requested and described in the Instructions for potential Engagement in respect of childcare on a temporary basis (including for reasons of maternity) or a permanent basis, whether full or part time.

“**Client**” means any person, including any family connections of such person, or company who contacts the Agency and provides the Instructions, either verbally, in writing via email, letter, or by registration via the Notable Nannies website, and for whom the Agency has agreed to provide the Services in accordance with these Conditions.

“**Conditions**” means the terms and conditions of supply of Services as set out herein and any subsequent terms and conditions agreed in writing by the Agency and the Client.

“**Engagement**” means the hire, engagement, employment or use of the Candidate by the Client or any third party on a temporary or permanent basis following an introduction by the Agency. “Engages” or “Engaged” shall be interpreted accordingly.

“**Instructions**” means the instructions provided by a Client, whether verbally or in writing, to the Agency to effect Introductions to him or her for obtaining childcare on a permanent or temporary basis.

“**Introduction**” means the Client’s contacting or interviewing of a Candidate in person or by telephone and/or the passing by the Agency to the Client via email, phone, postal letter, or other means a Candidate’s details, Curriculum Vitae or any other personal information.

“**Placement**” means an agreement between a Client and a Candidate that the Client will hire, employ or use the services of the Candidate. Such agreement may be verbal or in writing (whichever is the earlier) and shall have occurred whether or not a written contract is subsequently entered into.

“**Placement Fee**” means an agency placement fee for the work involved in connection to sourcing and / or vetting a Candidate for a Client. The placement fee is calculated on the basis of four times the value of the Candidate’s gross weekly salary.

“**Services**” means the services provided by the Agency to the Client as described in these Conditions.

2. Agreement

2.1 The Agreement between the Agency and the Client for the provision of the Services, incorporating these Conditions, shall only come into force when the Agency confirms acceptance of Instructions either verbally, in writing to the Client or by conduct through the transmission of information relating to a Candidate to the Client, whether by email, by phone or in person (the “Agreement”).

2.2 These Conditions apply to the Agreement to the exclusion of all other terms and conditions and shall supersede any other documentation or communication between the Client and the Agency.

Client Terms of Business v1.2

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2.3 Any variation of this Agreement (including any special terms and conditions agreed between the parties) must be agreed in writing between the parties.

3. Right to Cancellation in accordance with the Consumer Contract Regulations

3.1 If, and only if, the Client is an individual consumer, then he / she may cancel this Agreement within 14 days (“cooling off period”) of entering into it. Accordingly, the Agency is under no obligation to commence provision of the Services until after the expiry of that cooling-off period.

3.2 If the Client requires the Agency to provide the Services sooner than 14 days after the Agreement has been made, he / she must instruct the Agency to do so in writing, acknowledging that he / she will lose his right to cancel upon such instruction.

4. Agency Obligations

4.1 The Agency is not an employer of Candidates but acts as an introduction agent of Candidates to its Clients. The Agency does not provide legal advice with regards to the Engagement of the Candidate or any issues that may arise from such Engagement.

4.2 The Agency shall use reasonable endeavours to introduce to the Client, Candidates which the Agency considers suitable to be Engaged by the Client as required in the Instructions and to perform the additional Services as further set out in this Clause.

4.3 The Agency shall carry out its obligations with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and relevant statutory obligations.

4.4 The Agency will take all reasonable steps to introduce Candidates to the Client who are of sound character, honest and reliable, but cannot be held responsible for the conduct of a Candidate either before or during the Client’s employment or engagement of the Candidate. The Agency accepts no liability for any loss or damage arising from any negligence, misconduct, dishonesty or lack of skill on the part of the Candidate.

4.5 The Agency does not give any warranty as to the accuracy of the information supplied to them by the Candidate and which is then transferred to the Client. The Agency will inform the client within six months of a Candidate being Engaged of any information which subsequently comes to light that suggest they are unsuitable for the role with the Client.

4.6 The Agency will check that each Candidate it proposes to the Client has had a DBS (previously known as Criminal Records Bureau [CRB] check) which is valid within the past one year and the Agency will check for up to date paediatric first aid qualifications. Any offer of Engagement made to a Candidate by the Agency on behalf of the Client is subject to the receipt of suitable reference checking in relation to the Candidate.

4.7 Time for commencement shall not be of the essence of the Agreement and the Agency shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

4.8 The Agency endeavours to ensure the suitability of the Candidate based on the information the Client has provided but the Agency does not guarantee the suitability of any Candidate introduced to the Client and makes no warranty or representation expressed or implied in respect of any Candidate. The final decision to employ a candidate is the sole responsibility of the Client. The Client shall therefore satisfy themselves as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate and/or the Agency before employing a Candidate. The Agency does not accept any liability for any inconvenience, damage or loss arising whether caused directly or indirectly from any act or omission of a Candidate introduced to the Client by the Agency. The Agency offers no warranty for a Candidates character, honesty, reliability, suitability or capacity.

4.9 The Agency can provide for the Client and the Candidate a draft standard Contract of Employment but makes no representations whatsoever in relation to that document and cannot provide any legal advice to either party as to its content or the terms of employment between the Client and the Candidate or in fact any terms and conditions therein.

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4.10 The Agency does not operate a payroll system but can refer the Client to a nanny payroll tax specialist if requested.

5. Responsibilities of the Client

5.1 The Client acknowledges that the Agency provides an introductory service only to introduce suitable candidates to work as nannies, maternity nurses, mother's helps, or other childcare professionals and it is the Client who employs the Candidate. The Agency does not employ any of the Candidates directly or indirectly. Candidates are introduced to Clients on the basis that they will be employed by the Client, unless the Candidate is self-employed providing services on an as-and-when required basis. The Agency accepts no liability for National Insurance, Income Tax, or pension contributions pertaining to the employment of the Candidate.

5.2 The Client shall specify in full within their Instructions their exact requirements and provide full details of the type of work and period of engagement for which the Candidate is required. The Client acknowledges that the information provided will be shared with prospective Candidates.

5.3 It is the obligation of the Client to immediately inform the Agency if a Candidate introduced by the Agency has already been introduced by a third party. If the Client fails to inform the Agency, then it will be presumed that this Introduction has been affected by the Agency and the relevant fee will become payable.

5.4 If the Client requires the Candidate to work abroad during the period of Engagement then the terms must be detailed and agreed by the Client and the Candidate in the Contract of Employment. It is the Client's responsibility to pay for the Candidate's travel & accommodation costs, medical and travel insurance, car insurance (if applicable) and provide adequate food and water for every mealtime, unless alternative arrangements are agreed otherwise and set out in the Contract of Employment.

5.5 The Client shall keep all Introductions of Candidates by the Agency confidential save for situations whereby the Client is required by law to disclose to any relevant official authorities and shall not transfer any such information to any other prospective employers. If this clause is breached, Clause 6.9 shall apply.

5.6 The Client shall notify the Agency as soon as reasonably possible of its wish to make an offer of employment, or of engagement in relation to self-employed Candidates, to a Candidate, and in the event that Client communicates directly to the Candidate of the Candidate's acceptance, as applicable, of such offer. The Client shall confirm in writing to the Agency the terms of the Engagement including the agreed remuneration and start date within seven days.

5.7 The Client shall not make any direct communication with any Candidate presented by the Agency until an offer of Engagement has been accepted. All communication must be conducted through the Agency.

5.8 The Client shall pay the appropriate Agency Fee as set out in Clause 6 to the Agency.

5.9 The Client is responsible for the Engagement of the Candidate in accordance with current employment legislation, including the contract of employment and payment of all wages, including tax and national insurance contributions, and expenses and for the procurement of any work permits, visas or medical certificates, if necessary. It is the Client's responsibility to check the Candidate's original documents upon Engagement and the Agency shall accept no liability for any consequences that may arise as a result of a Client's failure to do so.

5.10 The Client is responsible for ensuring that appropriate insurance is in place throughout the employment & recruitment process as required by law, ensuring cover for Employer's and Public Liability insurance for domestic workers, including child carers is in place. The Client is fully responsible to ensure appropriate employer liability insurance is in place to cover the Engagement of a Candidate.

5.11 The Agency shall obtain a minimum of two references from each Candidate but it is the responsibility of the Client to satisfy themselves as to the suitability of any Candidate, to take up any references provided by the Candidate or the Agency and to make appropriate checks of visas, childcare qualifications, or driving qualifications, and to evidence a DBS check has been carried out prior to employment commencing

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6. Charges

6.1 The Client acknowledges and understands that the Agency Fees do not include any part of the Candidate's salary. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Agency's Fee Structure.

6.2 The amount of the Agency Fee will be determined by reference to the type of Engagement as follows:

| | |
|--|--|
| Permanent Candidate Placements Live In or Live Out (6 months or more) | 4 x Candidate's gross weekly salary (in £) |
| Permanent Nanny Share Placements Live In or Live Out (6 months or more) | 5 x Candidate's gross weekly salary (in £) |
| Short Term Temporary Placements (Temporary, Maternity, Holiday, Trial Candidates) | £30 per day or £100 per week (in £) |

Notable Nannies Limited is not VAT registered and therefore the Agency Fee is not subject to VAT.

6.3 Following notification by either the Client that an offer has been accepted by the Candidate or by the Candidate that they have accepted an offer of employment as required by Clause 5.6; the Agency shall send an invoice to the Client setting out the relevant Agency Fee. The Agency Fee is payable by the Client within fourteen days from the date of Agency's invoice or prior to the commencement of the Engagement (whichever is soonest).

6.4 The full Agency Fees will become payable when a Candidate introduced by the Agency is offered and accepts employment with the Client, either by verbal or written agreement, and not at the commencement of employment. The Agency Fees charged relate to one engagement only.

6.5 A discounted placement fee (equivalent to 20%) will be applicable if the Client agrees in writing to conduct their Candidate search solely through Notable Nannies Limited for a period of eight weeks.

6.6 In the event of a temporary booking by a Client of a Candidate, the Agency shall invoice the Client for the total planned booking at the time of a Candidate's acceptance of such booking. In the event, the complete booking is not completed; the Agency shall provide a refund in relation to the days or weeks not worked by the Candidate. The Agency Fee in relation to a temporary booking is payable upon confirmation of the booking & prior to commencement of the Engagement.

6.7 If within 3 months of the contracted start date the Candidate's contracted hours should increase, the Agency reserves the right to re-invoice the Client for any additional payable fee due and payable in accordance with Clause 6.2 above.

6.8 If a Client chooses to engage, re-engage or extend the services of a Candidate, which was initially introduced to the Client by the Agency, in any capacity then the Agency reserves the right to invoice the Client for any fees due and payable in accordance with Clause 6.2 above.

6.9 If a Client introduces or passes on the details of a Candidate to a third party that results in the Engagement of such Candidate within six months of the Introduction by the Agency, then the Client will be liable to pay the relevant Agency Fee in accordance with Clause 6.2. above.

6.10 If the Agency Fee paid relates to a temporary placement of a Candidate who then becomes a permanent employee of the Client within 6 months from the date of the initial Introduction the Client shall pay the difference between the temporary and permanent Agency Fee at the time of the change in employment status.

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6.11 If any invoice is not paid when due, the Agency is entitled (at its sole discretion) to charge interest on any balance outstanding at the rate of four per cent (4%) above the base rate for the time being of National Westminster Bank PLC compounded quarterly. Furthermore, all guarantees set out in section 8 will be revoked in the event any invoice is not paid when due.

6.12 In the event of default or non-payment, the Agency reserves the right to take any lawful and necessary actions, up to and including legal action, to recover debts.

6.13 The Client shall be liable for and shall indemnify the Agency against all reasonable 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.

7. Additional Fees

7.1 If a Candidate employed by the Client on a temporary or maternity basis is re-employed by the Client within one calendar year of the termination of the original period of employment (whether such re-employment is on a temporary or permanent basis) then a further Agency Fee shall be payable by the Client to the Agency. Such fee shall be equal to the Agency Fee which would have been payable if the Agency had introduced the Candidate to the Client at the time of reemployment.

7.2 If the engagement of a Candidate employed on a permanent part time basis is extended to full time employment in the first year of employment then the Client shall be liable to pay to the Agency an additional Agency Fee. Such fee shall be the Agency Fee which would have been payable at the time of the Introduction in respect of full time employment after deduction of the Agency Fee already paid by the Client.

7.3 In the event that the Agency is provided with Instructions to find a Candidate to be shared between two Clients [a nanny share], the Agency shall equally divide the appropriate Agency Fee as detailed in Clause 6.2 between both Clients. In this situation both Clients will be joint and severally liable for the full Agency Fee.

8. Free Replacement/Refund Policy

8.1.1 If the Candidate does not commence employment with the Client after accepting an offer of employment or if the Candidate leaves the employment of the Client within the first 8 weeks of commencing such employment or engagement (other than as a result of a breach by the Client of the contract of employment between the Client and the Candidate or a result of the Client's dismissal of the Candidate other than on reasonable and lawful grounds) then the following provisions shall apply:

8.1.2 These provisions shall only apply if the Client has paid in full the appropriate placement fee and any other charges under this agreement prior to the employment commencing.

8.1.3 These provisions shall only apply if the Client has notified the Agency in writing within seven days of the Candidate's failing to take up the employment or leaving the Client's employment or engagement.

8.1.4 The Agency shall make a maximum of three further introductions to the Client at no additional charge for a replacement of the Candidate who has not taken up or who has left the Client's employment within the first eight weeks. If a placement breaks down between two and six months, help and support will be provided to find a replacement and a new Agency fee invoice will be issued for half the value which is equivalent to two times the nanny's gross weekly salary. If a placement breaks down beyond a period of six months the placement process will commence as a new Engagement with Notable Nannies Limited and a full Agency fee would be payable.

8.1.5 The Agency shall provide the Client with up to three replacement candidate profiles. Such profiles will be selected by reference to the Client's original job specification and will be provided as promptly as possible. The agency accepts no liability and is not obliged to offer a replacement or any refund if the Client finds the candidates unacceptable and does not want to engage any of the potential Candidates.

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8.1.6 If for any reason the Client changes the terms and conditions of the original job specification and what was outlined in the employment contract, no refund or replacement is to be made.

8.1.7 Whilst the Agency shall endeavour to find a replacement Candidate the Agency makes no guarantee that such a Candidate will be found.

8.1.8 Once one free replacement has been offered employment, there are no further refunds or replacements offered by Notable Nannies Limited. If the Client finds a Candidate through another agency or alternative means, or chooses not to employ a nanny, no refund shall be given.

8.1.9 In the event that the Client informs the Agency that he / she is not satisfied with the standard of the Candidate but continues to employ them nevertheless, there shall be no entitlement to a replacement or refund.

9. Liability

9.1 The Client shall notify the Agency as soon as reasonably practicable and within seven days after becoming aware of any matter (a "Relevant Matter") in respect of which the Agency may incur any liability to the Client in negligence, for breach of these terms and conditions or otherwise. Subject as otherwise provided herein, if the Client fails to make such notification within three months of becoming so aware, it will not be entitled to make any claim against the Agency in relation thereto (and the Agency shall not incur any liability to the Client in relation to such Relevant Matter). In the event that a Relevant Matter is properly notified as above, and subject as otherwise provided herein, the Agency's liability to the Client in respect of any breach of these terms and conditions or for negligence or otherwise shall not exceed the amount of the fees payable by the Client to the Agency in connection with the supply and/or introduction of the relevant Candidate.

9.2 Notwithstanding any other provision of these terms and conditions, nothing herein will restrict or limit the Agency's liability for:

9.2.1 death or personal injury caused by the negligence of the Agency; or

9.2.2 fraud or fraudulent misrepresentation; or

9.2.3 any other matter for which it would be illegal or unlawful for the Agency to exclude or attempt to exclude the Agency's liability.

9.3 The Client shall indemnify the Agency against any claims, losses or liability made against or incurred by the Agency in connection with its proper carrying out of its obligations to the Client under the Agreement whether or not caused, directly or indirectly, by reason of the acts or omissions of the Client provided that, for the avoidance of doubt, the Client will not be liable to so indemnify the Agency if, and to the extent that, the claim, loss or liability arises as a result of the negligence of the Agency or breach of the terms of the Agreement by the Agency.

9.4 The Agency accepts no liability for any loss, damage, expense or compensation suffered or incurred of any nature by the Client, arising directly or indirectly from an act or omission by any Candidate introduced to the Client by the Agency.

10. Termination

10.1 The Agreement shall continue until the Services have been provided as required in accordance with the Instructions or any subsequent date as mutually agreed in writing by both parties or until terminated at will by either party.

10.2 The Client may terminate the Agreement if the Agency fails to comply with any aspect of these Conditions and this failure continues for a period of 6 weeks after notification of non-compliance is given.

10.3 The Agency may terminate the Agreement if the Client has failed to make over any payment due within 3 weeks of the sum being requested (any such termination being without prejudice to the Agency's claim for payments owed).

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10.4 Either party may terminate the Agreement by notice in writing to the other if:

10.4.1 the other party commits a material breach of these Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time having been given written notice from the other party to do so; or

10.4.2 the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.

10.5 In the event of termination the Client must reimburse the Agency for any expenses incurred, as notified to the Client by the Agency, up to the date of termination and shall not be entitled to any refund of the Agency Fee already paid and any Agency Fee due at the date of termination and interest thereon and all other sums due to the Agency will immediately become payable in full.

10.6 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.

11. Confidentiality

11.1 All information provided by either party to the other, including but not limited to any personal details relating to the Candidate or the Client, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation, without prior written consent of the other or of the Candidate, as the case may be.

11.2 The passing on by the Client of any information to a third party which results in that third party employing a Candidate shall render the Client liable for payment to the Agency of the relevant Agency Fee under terms of this Agreement as if the Client had employed the Candidate rather than the third party.

12. Data Processing

“Data Protection Legislation” means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

12.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Agency is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

12.2 The Agency shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Agency of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Client for the purposes of carrying out a childcare search in accordance with the terms of this agreement unless the Agent is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Agent to process Personal Data (Applicable Laws). Where the Agent is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Agent shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Agent from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Client without undue delay on becoming aware of a Personal Data breach;

(f) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause.

12.3 The Client consents to the Agent appointing any third-party processor of Personal Data under this agreement for the purposes of sharing information with agencies that are part of The Association of Nanny Agencies, in order to source suitable candidates.

13. General

13.1 Neither party may assign transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing either by letter or email addressed to the other party at its registered office or principal place of business or such address as any at the relevant time has been previously notified to the party giving the notice.

13.3 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.5 It is not intended that any of the terms of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

13.6 English law shall apply to this agreement and the parties agree to submit to the jurisdiction of the English courts.