

CONDITIONS

1. These Terms and Conditions shall represent a legally binding contract between Totalnannies Ltd ("the Agency") and the client or employer ("the Client").
2. The current scale of charges are as follows: Short Term Placement Fee for stays up to 4 months: £ 550.00 Long Term Placement Fee for stays over 4 months: equivalent to 5 weeks salary offered to the candidate.
3. All correspondence and records shall be confidential and remain the property of the Agency. Information supplied by the Agency is confidential and is accepted by the Client on the condition that such information will not be disclosed to third parties.
4. Personal contacts or interviews with prospective candidates or their acquaintances can be arranged only if the full Placement Fee has been preauthorised by credit or debit card. After preauthorisation has been received the Client will receive the candidate's contact details and will have 7 days in which to decide whether to hire the candidate or not. If after having interviewed the candidate the Client does not confirm the candidate and declines the candidate the preauthorization will be voided.
5. Should the Client effect any form of introduction, direct or indirect, of a candidate to a third party, or pass on any details resulting in permanent, short-term, full or part-time employment, the Client will be responsible for the full Placement Fees in accordance with the current Scale of Charges.
6. The Agency will endeavour to provide the Client with candidates as well suited as possible, and to this end will seek to furnish the Client with all relevant information concerning the candidate and to check details, documentation and references. However, the final responsibility for any decision to employ the candidate rests with the Client, who is therefore strongly advised to check details, documentation and references personally. The Agency does not offer any warranty as the suitability, honesty, character or capability of any candidate.
7. The Agency accepts no liability of any kind for any inconvenience, loss or damage of property, or any loss or injury howsoever arising directly or indirectly from any act of omission of any candidate introduced by the Agency even if such act of omission is negligent or fraudulent or reveals dishonesty.
8. Fees are due on confirmation of a candidate in writing on the part of the Client and on final acceptance of the Client's job offer in writing on the part of the candidate and not at the commencement of employment. The Client shall be liable to pay the Agency's Placement Fees as stated on the Agency's invoice sent to the Client prior to the arrival of the candidate. Fees are inclusive of all expenses excluding extraordinary telephone expenses and out of hours services which will be charged extra. On receipt of the Placement Fees the Agency will send the Client within 14 days confirmed arrival details of the candidate
9. In the event that a candidate should cancel an agreed engagement prior to the commencement date the Agency will provide the Client with a substitute candidate of equivalent qualifications free of charge or a credit of amounts paid will be applied to the Client's account for future use. In the event that the Client cancels their request any agency fees already paid will be credited to the Client's account for future use. Credits do not have an expiry date. Refunds in cash form are not issued.
10. The duration of the contract is specified on the job description established by the Client on the application form. Once the candidate has completed the duration of the contract she/he has completed his/her contract and will be eligible for placement in a new host family. If the Client and candidate want to renew the contract for a further period, short or long term, this needs to be done through the Agency and a subsequent

Placement Fee will be due at a 50% reduced rate as per the Agency's scale of charges. If the Agency does not receive payment of the renewal fee the contract will be terminated and the candidate will be replaced in another host family.

11. If a candidate employed by the Client through the Agency is re-employed by the Client after the termination of the original period of employment then a further Placement Fee shall be payable by the Client to the Agency. Such Placement Fee will be equivalent to the Placement Fee which would have been payable by the Client to the Agency if the Agency would have introduced the candidate to the Client at time of re-employment reduced by 50%. If the Client employs a candidate introduced by the Agency without the Agency's authorization and confirmation the Client will be responsible for the full Placement Fee in accordance with the current scale of charges
12. In the event that a candidate introduced by the Agency is dismissed by the Client within 6 weeks of engagement, or if the candidate leaves of his/her own accord within that period, the Agency must be notified within 5 days of the date, or prospective date of leaving.
13. On receipt of the candidate's and Client's confirmation that he/she has left employment of the Client within 6 weeks of the commencement of employment, a substitute candidate will be supplied after payment of the flight contribution (see point 14) and without any further expense.
14. Together with the Placement Fee, on confirmation, a flight contribution of £ 120.00 is due to cover the flight contribution the host family will pay the candidate on completion of her contract. The Agency will refund this sum to the client once the candidate has completed her contract.
15. After completion of the agreed contract length, the candidate is entitled to receive from the client a flight contribution of £ 120.00 and paid holidays. After a one year stay one month's paid holiday is due. Shorter stays are calculated pro-rata
16. Two week's notice is required by both parties to terminate the engagement. If two week's notice is not given the candidate is entitled to two week's extra pay. During the whole notice period the candidate is required to carry out her normal duties and be paid the agreed salary.
17. 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, fiscal and other relevant legislation, particularly including that related to PAYE and National Insurance when necessary.
18. If the candidate is unable to perform her duties due to sickness or injury she shall be entitled to receive sick leave in accordance with the following: Full pay for the first week. Half pay for the second week. If the candidate's absence exceeds 2 weeks any further payments will be at the discretion of the Client and in addition the Client shall be entitled to terminate the appointment in accordance with the notice period.
19. The Agency cannot guarantee that a candidate will complete his/her proposed length of stay or engagement.
20. No replacement candidate or future discounts will apply if the Client has been in breach of any of the Agency's Terms and Conditions. Neither will any replacement or discount apply if the Client changes the specifications of the position after final acceptance has been sent.
21. No replacement candidate or future discounts will apply if statements in the application form prove untrue and/or the conditions undertaken are not kept to.

22. On application a registration fee of £99.00 is payable. This registration fee is valid for one year. The registration fee will only be refunded if the client cancels their registration within 7 days of payment date.
23. The Client and candidate are responsible to obtain all necessary work permits or visas where necessary and is not the responsibility of the Agency. Any information provided by the Agency regarding visas and work permits is purely for informational purposes and the Agency cannot accept responsibility if this information is incorrect as this type of information is subject to frequent change.
24. . On acceptance of these terms and conditions the Client confirms that they are already receiving the services of the Agency and authorizes the Agency to post their offer on totalnannies.com and carry out the recruitment of suitable candidates on their behalf
25. On acceptance and use of the services of Totalnannies and use of the Totalnannies website the client is in acceptance of these terms and conditions
26. . English law will be applied to this contract and both parties agree to submit to the jurisdiction of English courts of law
27. We reserve the right to withdraw our services and terminate the agreement at any time and in this case all payments will be refunded in full.

I declare to having read and accepted these terms and conditions