

## **Terms and 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: Placement Fee for contract periods over 4 months (long term contract) is equivalent to 6 weeks salary offered to the candidate. Placement Fee for contract periods of up to 4 months (short term contracts) : £ 600.00
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 deposited either by credit or debit card or by bank transfer. If after having contacted the candidate the Client decided to confirm the candidate, the sums deposited will be retained. If after having contacted the candidate the Client decides not to confirm the candidate and declines the candidate on the Totalnannies dashboard the sums deposited will be refunded in full. When the Client receives an offer of a candidate and clicks on the green confirm button on the Totalnannies dashboard to confirm the candidate the Client authorizes the Agency to debit their credit or debit card with the Placement Fees as per the Agency's invoice in order to confirm the candidate. When the Client receives an offer of a candidate and clicks on the purple request further information button on the Totalnannies dashboard requesting further information on the candidate they are requesting the candidate's contact details to contact the candidate directly and subsequently are authorizing the Agency to debit their debit or credit card with the Placement Fees as per the Agency's invoice and are depositing the agency fees to conduct interviews.
5. If the Client directly contacts a candidate introduced by the Agency without the Agency's authorization the Client will be in breach of these terms and conditions and the Agency reserves the right to suspend the search on the Client's behalf and the registration will be considered invalidated and non refundable
6. 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 introductory fees in accordance with the current Scale of Charges.
7. 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.
8. 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.
9. Fees are due on confirmation of a candidate either verbally or in writing, 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. For long term contracts social media and telephone expenses are charged extra, for short term contracts telephone and social media expenses are inclusive of the short term placement fee.
10. In the event that a candidate should cancel an agreed engagement prior to the commencement date the Agency will offer a substitute candidate of equivalent qualifications free of charge. Confirmation cannot be tied to only one candidate. In the event that a Client cancels a confirmed placement, prior to the commencement date the Agency will offer a substitute candidate at a future date free of charge. Under no circumstances is the Placement Fee refundable once the Client has confirmed a candidate by clicking on the green confirm button and has therefore sent final acceptance
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%.
12. In the event of the Client employing a candidate introduced by the Agency without the Agency's authorization and confirmation the Client will be held responsible of payment of all the agency fees due in accordance with the current scale of charges.

13. 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.
14. 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 offered without any further expense.
15. Together with the Placement Fee, on confirmation, a travel contribution of £ 200.00 is due to cover the travel contribution the Client will pay the candidate on completion of her/his contract.
16. Together with the Placement Fee, on confirmation an end of contract bonus equivalent to one week's salary is due to cover the end of contract bonus the Client will pay the candidate on completion of the contract
17. After completion of the agreed contract length, the candidate is entitled to receive from the Client a flight contribution of £ 200.00, an end of contract bonus equivalent to one week's salary and paid holiday leave. After a one year stay one month's paid holiday leave is due. Shorter stays are calculated pro-rata
18. The candidate is responsible for travel expenses to travel to the Client. For contract periods of less than one month the Client will be responsible for the travel expenses of the candidate to their home.
19. The Client is responsible for picking up the candidate at her/his point of arrival (airport, train station, bus terminal) within a 100km of the Client's home, If the Client is unable to arrange pick up the Client will refund the candidate for any travel expenses incurred for travel from the candidate's point or arrival to the Client's home
20. 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/his normal duties and be paid the agreed salary.
21. 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.
22. If the candidate is unable to perform his/her duties due to sickness or injury he/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.
23. The Agency cannot guarantee that a candidate will complete his/her proposed length of stay or engagement.
24. 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.
25. 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.
26. On application a registration fee of £109.00 is payable. This registration fee is valid for one year. The registration fee is not refundable.
27. 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.
28. 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
29. English law will be applied to this contract and both parties agree to submit to the jurisdiction of English courts of law
30. We serve the right to withdraw our services and terminate the agreement at any time and in this case all payments will be refunded in full.

31. Families registered with Totalnannies agree to Totalnannies [privacy notice](#) give consent to processing their personal data and to being contacted about services Totalnannies provide.

I declare to having read and accepted these terms and conditions

Signed

Date