

Terms and conditions

Terms and Conditions of Business

1. The Contract The following agreement is between KiwiOz Nannies Ltd (‘The Agency’) and the Employer (‘The Client’). These terms and conditions represent a legally binding contract between the Client or Employer and KiwiOz Nannies Ltd (‘The Agency’). The verbal or written instruction by the Client to the Agency to submit suitable candidates for contact or interview shall constitute acceptance by the Client of these terms and conditions, which are non- negotiable. The term ‘Candidate’ means a person introduced by the Agency. The Client agrees to notify the Agency if a Candidate introduced through the Agency has been offered employment by the Client.

2. Agency Fees

There is a non- refundable £35 + vat registration fee for all positions. This is deductible from the final placement fee.

Permanent Placements

2.1 Any placement longer than 12 weeks is considered a permanent placement.

2.2 Fees The agency charges a standard fee of five weeks of the nannies weekly net salary + vat for all permanent placements. There is a minimum placement fee of £700 + vat for permanent placements.

Permanent Placements- Overseas:

A flat fee of £3500 + VAT regardless of the agreed salary.

Temporary Placements

2.3 Any placement less than 12 weeks is considered a temporary placement. If a Candidate is required to work for more than 12 weeks the placement will be classed as a permanent position and will be charged for accordingly. Should a temporary placement be extended in length the Client is liable for the additional fee due.

2.4 Fees:

Per day bookings (including weekends) £35 + vat

Per working week for up to 26 weeks £80 + vat

Temporary Placements- Overseas:

Per working week for up to 26 weeks £95 + vat

3. Payment

3.1 Invoices will be generated once an offer of employment has been made and accepted by the candidate, and are payable before the start date of employment and within 14 days of receipt not on the start date of the placement. This must be strictly adhered to for the refund guarantee to apply.

3.2 The Agency reserves the right to charge the Client a 10% surcharge on the agreed agency fee on all accounts not settled in accordance with term 3.1.

4. Cancellations

4.1 After an offer of employment has been made and accepted either in writing or verbally, and before the employment has begun, a cancellation fee of 20% of the booking fee will be charged for an engagement cancelled by the client. If the Candidate cancels the position then a full refund is given to the Client.

4.2 If the Client changes the terms of employment originally agreed upon with the Candidate, and the Candidate chooses to leave the position, no replacement or refund will be given to the Client by the Agency.

5. Replacement and refund policy The final decision on the suitability of the Candidate is the sole responsibility of the Client and the agency cannot guarantee the suitability of a Candidate. Whilst the Agency makes every reasonable effort to ensure the suitability of Candidates, Clients are strongly advised to take up references to their own satisfaction before employing a Candidate. The Agency offers no warranty for a Candidates character or suitability once an engagement has commenced.

In order for the replacement and refund policy to apply the client must adhere to the following conditions:

5.1 The Client must have provided the Candidate and Agency with a contract specifying the conditions of employment before the start date of employment. The Client is responsible for the Candidates tax and national insurance deductions and this must be outlined in the contract. By law this contract must include or have an accompanying handbook including an outline of the disciplinary rules and disciplinary procedure.

5.2 The Client must confirm in writing to the Agency within 2 days of dismissal the reason for dismissal as according to the Client/ Candidate contract and dismissal procedure.

5.3 The KiwiOz invoice must have been paid by the client within the 14 day period specified in clause 3.1.

5.4 Provided the conditions in terms 5.1, 5.2 and 5.3 have been met, within the first 12 weeks of employment should a candidate leave a position of their own discretion or is dismissed from employment under the terms of the Client/ Employee contract, the Agency will endeavour to source a free replacement within four weeks of the Candidate's departure from the position. If the candidate leaves a position due to unreasonable working conditions (eg working longer hours than specified in the contract, not receiving full pay or tax) then there will be no refund or replacement.

5.5 After 12 weeks from the start date of employment no free replacement search will be undertaken.

5.6 If the Client changes the terms of employment originally agreed upon with the Candidate, and the Candidate chooses

to leave the position, no replacement search or refund will be given.

5.7 Should KiwiOz Nannies be unable to find a suitable replacement within the four week period specified in 5.4 and the client has abided by the Terms and Conditions herein, then a refund will be provided less 1/12th of the original placement fee for each week the Candidate is in the Clients employ. Within this four week period should the Client cancel their replacement request, or change the terms of the original employment contract agreed upon, no refund will be given.

5.8 After 12 weeks no refund will be payable. Clients continuing to employ a Candidate will be liable for the appropriate fee even if they claim that the Candidates work is unsatisfactory.

5.9 There is no refund for a temporary placement if the Client deems they do not require the services of the Candidate for the full employment duration originally confirmed.

6. Liability

6.1 The Agency is an introduction and booking agency only- Employees are not directly or indirectly employees of the Agency. The Client is the Employee and has final responsibility of ensuring the Candidates suitability for the role. Clients are advised to take up references to their own satisfaction, as once an engagement has commenced the Agency cannot be held responsible for any loss, damage, personal injury, clash of personalities or for any other circumstance that may arise beyond its control and which should be resolved between employer and employee.

7. Confidentiality

All introductions made by KiwiOz Nannies are confidential. Clients introducing Candidates to third parties or passing on names, addresses, telephone numbers or e-mail details will be liable for the payment of our agency fees for any resulting engagement as if the agency had made the introduction, and these Terms and Conditions shall apply accordingly.

8. General

These Terms and Conditions of Business shall be governed by and construed in all respects in accordance with the laws of England and the Client agrees to submit to the exclusive jurisdiction of the English courts. The Agency reserves the right to change these Terms and Conditions of Business without prior notification.