

TERMS OF BUSINESS FOR THE INTRODUCTION OF STAFF TO BE DIRECTLY EMPLOYED BY CLIENTS

1. The agreed TERMS & FEES are non negotiable and are accepted on submission of registration details, either verbally or written, and/or the signing of this document. Colourful Care Nannies will hereinafter be referred to as The Agency and the person(s) or company that engages the Agency to seek a suitable employee for an agreed introductory fee will be referred to as the Client. The Applicant refers to a person who is registered with the Agency for the purpose of seeking employment with a Client.
2. Colourful Care Nannies acts only as an introduction and booking service and does not directly or indirectly employ staff. Staff are always employed by the client. All Tax and National Insurance and any other statutory deductions, as well as the contract between the Client and Applicant, remain the responsibility of the Client.
3. The Client must notify the Agency immediately when engagement with an Applicant is accepted. As a result of such engagement, the Client agrees to pay an introduction fee in accordance with Colourful Care Nannies Scale of Fees as shown below.

<u>Scale of Fees:</u>	<u>UK Placements</u>
Permanent Nanny Daily	5 weeks of Net Salary (minimum £500);
Permanent Nanny Live-in	6 weeks of Net Salary (minimum £500)
Temporary Nanny	£80 per week booked or part thereof;
Emergency Nanny	£40 per day or part thereof;
Maternity Nurse/Nanny	£90 per week booked or part thereof;
Baby-sitters	£20 per booking; or a one-off placement fee of £200 for a limitless supply of bookings with the same candidate.

<u>Scale of Fees:</u>	<u>International Placements</u>
Permanent Nanny	18% of net annual salary;
Temporary Nanny	£110 per week booked or part thereof;

*The minimum fee for UK placements is £100.
There are no VAT charges and there is no registration fee.*

4. In nanny share arrangements the scale of fees is based on the nanny's combined total salary from both employers.
5. The Client will be invoiced upon the engagement between the Client and Applicant and must pay the Agency within 7 days of the date of invoice. Accounts not settled in full within 7 days of the date of invoice will be subject to a 10% surcharge for every month or part month that the account remains outstanding.
6. In the event that, after an engagement is offered, the Client cancels prior to the commencement date of the position, a 100 pound fee is chargeable to the Client by the Agency.
7. If an Applicant for a temporary position remains with the Client following the period originally agreed with Colourful Care Nannies, the Client must notify the Agency of this extended arrangement. In such circumstances an additional full fee for a permanent introduction shall be made payable by the Client to the Agency.
8. Upon the agency advising the client of a prospective applicant, either written or verbally, the client cannot accept the same applicant from another agency. If the Client interviews and accepts the same applicant from another agency within 6 months of being advised by Colourful Care Nannies, the Client will be liable for the full fee payable to Colourful Care Nannies if the Applicant is subsequently employed.

9. Should the employment of the Applicant by the Client terminate within 6 weeks of commencement the Agency will endeavour to find a replacement at no additional cost, providing that the client notifies the company within 3 days of the termination of employment and has paid the Agency's fee within 7 days of the invoice. These conditions do not apply if the Applicant was made redundant or if the Applicant terminated employment due to the conditions of employment being misrepresented by the Client, or for temporary placements of 8 weeks or less. If no suitable replacement can be found within 2 weeks the Agency will refund 50% of the original fee as invoiced.
10. If the Client subsequently re-engages the Applicant within the period of three calendar months from the date of termination, a full fee in accordance with the Scale of Fees becomes payable.
11. In the event that the Client requires the Applicant to drive a vehicle whether owned or not by the Client, then the Client is under strict duty to satisfy themselves that the applicant is suitably qualified to operate said vehicle and to ensure that the vehicle and any ancillary equipment is fit and proper for the purpose it is being used. The Client will further ensure that the Vehicle and equipment is properly insured for the purpose of its use and that the Applicant is properly trained in the use of the vehicle and any other equipment.
12. All information and introductions supplied by the Agency are confidential. If the Client passes on an Applicant's information and this results in the employment of the Candidate by a third party, then the client is held responsible to pay the full placement fee.
13. Although Colourful Care Nannies interviews and checks references for potential applicants the Client has sole responsibility for engaging the Applicant and obtaining references, qualifications and, if necessary, medical information to satisfy themselves of the Applicant's suitability.
14. While every endeavour is made to ensure the suitability of any Applicant introduced to the Client, Colourful Care Nannies cannot guarantee the suitability or that all the information regarding any Applicant is accurate and accepts no liability whatsoever for any loss, damage, costs, claims or expenses, whether or not caused by negligence, made against or suffered by the Client arising from such introduction.
15. Colourful Care Nannies reserves the right to review and adjust these Terms and Conditions without prior notice.

I acknowledge that I have read and agree to Colourful Care Nannies fee structure and Terms of Business.

Signed: _____

Date: _____

Name: _____