

Saffron Sitters Limited

Terms of Business

INTRODUCTION

The following comprise the standard terms of business of Saffron Sitters Ltd. All the work undertaken by the Company shall be on these terms to the exclusion of any others, unless specifically varied in writing and signed for and on behalf of the Client and by a Director for and on behalf of the Company. In accepting the Agreement and engaging the Company, these Terms of Business shall be deemed to be an adjunct to that agreement and to have been accepted by the Client on its own behalf and for and on behalf of each and every person or animal, left in the charge of the Company and its sub-contractors.

PRIMARY AREAS OF BUSINESS

The principle services provided by the Company and covered by these Terms of Business include but are not limited to:

- Babysitting/childcare/nannyng
- Short term care of elderly or vulnerable adults
- House sitting
- Domestic cleaning
- Dog walking
- Pet sitting and feeding

CONSULTATIONS AND BOOKINGS

Consultations: The Company provides one free consultation per client. Should it not be possible to collect a key (for pet and house sitting) at this time, a further visit for key collection will be charged at the normal hourly rate (this charge changes at different times of the day and/or day of the week. See the company website or contact the office on 01787 464187 for further details).

Booking Times: Whilst Saffron Sitters always tries to meet a Client's request for a booking, times cannot be guaranteed and are subject to availability.

Hours Booked vs Hours Worked: At the time of booking the Client will be asked for a start and end time. This is the number of hours that the Client will pay for regardless of whether the Client returns early for any reason. If the Client returns later than the original end time of the booking then charges will be added on in half hour slots.

Replacement Sitters: Should the clients' normal sitter be unavailable for any reason then Saffron Sitters will always try to find a suitable replacement and the following conditions shall apply:

- 1) If Saffron Sitters have been successful in finding and offering a replacement sitter then the booking will be treated in the same way as all other bookings and be subject to the same conditions as the contract or terms state.
- 2) If the client chooses to decline the offer of a replacement sitter for any reason then they will be charged in line with the conditions of the contract or terms.
- 3) If Saffron Sitters are unable to find a suitable replacement then there will be no charge for the booking.

Cancellations: In the event that a booking is cancelled by a Client, for whatever reason, after a commencement date has been agreed by Saffron Sitters, the following conditions shall apply:

- 1) Cancellations with 7 days or more notice will not incur any charge and any deposit held will be refunded.
- 2) Cancellations of more 48 hours but less than 7 days' notice will not incur any charge but if the Client has paid a deposit this will not be refunded.
- 3) Cancellations with less than 48 hours' notice will require the Client to pay the full cost of the booking to Saffron Sitters direct.

If a booking is cancelled by Saffron Sitters for any reason after the commencement date has been agreed, the following conditions apply:

- 1) Saffron Sitters will refund any deposit in full.
- 2) Saffron Sitters will endeavour to move the booking to another time that is convenient to the Client.

FEES, CHARGES AND PAYMENTS

Deposits: If the booking amount exceeds £50 then the Client shall pay a non-refundable 50% deposit at the time of booking. BACS payment is preferred but we can also accept cheques payable to Saffron Sitters Ltd.

Fees: All hourly rates are published on the Saffron Sitters' website. Please consult the website for up to date information or contact the office on 01787 464187. If you have a special requirement please contact the office for a personalised quote.

VAT: As off the 1st January 2015 VAT will be added at a rate of 20% to all charges.

Bank Holiday Charge and Special Dates: All charges are doubled on Bank Holidays and on other special dates (e.g. Christmas Eve, New Year's Eve and Easter Sunday).

Payments: Fees and other payments to Saffron Sitters, or their balance, are payable by the client no more than 7 days after the invoice date (this date will be written on every invoice as 'latest payment date').

Invoice Queries: Should you have any queries regarding an invoice or wish to challenge the amount charged you must do so within 48 hours of the date of receipt. Queries made more than 48 hours after receipt will not be valid.

Late Payment: In the event of late payment, the Client shall pay interest on the amount of Saffron Sitters' fee outstanding from the due date of the actual payment and at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1988. Late payments may also incur a late payment charge of £12 for every week that an account remains in arrears.

Refund: Deposits are non-refundable unless:
1) Saffron Sitters is unable to secure a Sitter.
2) The booking is cancelled with 7 or more days' notice.

Mileage Charge: A 45p per mile mileage charge applies to all bookings further than 3 miles from the Sitter's location. The Company will always endeavour to find a suitable sitter as near as possible to the Client.

SITTER SCREENING, CONFIDENTIALITY, BEHAVIOUR AND STANDARDS

Screening: All due care is taken by Saffron Sitters to personally interview and screen potential Sitters, but no guarantees whatsoever are given by the Company with respect to the Sitter's suitability or otherwise, save that the Company will always make copies of the qualifications of the Applicant, obtain a minimum of two references and a copy of the DBS certificate from their current or recent employment. In the event that no DBS certificate exists, the Company will apply for one on behalf of the sitter, as part of its strenuous efforts to ensure their suitability. The Company cannot be responsible for the bona fides or accuracy of the aforementioned references.

Confidentiality: All information supplied by Saffron Sitters is confidential and must not be passed either directly or indirectly to any actual or potential Clients or Sitters. Both Clients and Sitters are required to demonstrate the highest levels of discretion with regard to confidential information to which they are party.

The Director of Saffron Sitters is the registered data controller with the ICO (Information Commissioner's Office) and her data security number is CSN3652576.

Introductions: All childcare professionals/pet sitters or house sitters introduced must be rebooked/re-engaged through Saffron Sitters. In the event that a Client uses a sitter that was introduced through Saffron Sitters directly, or passes the details of a sitter to a third party, the Client will be responsible for any associated loss of Saffron Sitter's earnings and the Client will no longer be able to use the service.

Behaviour: Saffron Sitters will not provide a replacement where

- the Sitter provided has been treated unreasonably by the Client, given the circumstances of the job they were retained to do
- the Client requires the Sitter to carry out duties that were not agreed at the consultation and/or are not contained in any contract between the Client and Sitter
- the circumstances of the booking were unsafe towards the child or the Sitter

In these circumstances any fees paid to Saffron Sitters are not refundable.

Accommodation Standards: All venues/homes must allow a minimum space of 3.5 m2 per individual. There must be a separate sleeping area for the individual (hotel bookings are exception to this). Clean running water must be available, as must suitable close toilet facilities and bottle warming facilities if required. Toys and Television must be supplied by the Client as standard.

HEALTH, SAFETY AND EMERGENCIES

Hotel Bookings: In the evening that the Company is providing services as part of e.g. a wedding at a hotel or other hire location, children must be sleeping in the same room or interconnecting rooms for Health and Safety reasons.

Vet or Hospital Visits: In the event of an emergency, Saffron Sitters will always endeavour to contact the Client or emergency contact provided. Should Saffron Sitters be unable to talk directly to the Client or emergency contact and have concerns about the health or wellbeing of a child, relative or pet, the Company will always seek professional advice. Should this incur any costs (including mileage and additional time), these will be passed onto the Client in full.

Medicine and Medication: The Client must disclose, to Saffron Sitters, any medical conditions of the individuals within the Sitter's care. The administration of any medications at any time to any individual by the Sitter is strictly prohibited by Saffron Sitters, unless the client has given their consent, in writing, on the Company's medical disclaimer form.

LIABILITY

Saffron Sitters takes every care to ensure that a Client's needs are met and will always attempt to contact Clients if there are any problems whatsoever. However, the Company cannot be held accountable for:

- 1) Illness, injury or death to a child, relative or pet by themselves or a third party
- 2) Loss or damage to property either by child, relative, pet or a third party

The Company cannot be held responsible for any losses, costs, claims, damages or liabilities to the Client and/or the children, relative or pet of any Client or the Client's property nor to the Sitter, arising from the introduction or engagement of the Sitter by the Company.

REVISION OF TERMS OF BUSINESS

Saffron Sitters reserves the right to review and revise these Terms of Business by giving one week's notice to the Client via Saffron Sitter's website. By making a booking, the Client is agreeing to these terms and conditions.

This agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

The Client's details will be stored securely by Saffron Sitters. These will be confidential and only be made available to other parties where the law requires.

I (Client print name) hereby agree to all the terms and conditions detailed in this document.

Client Signature:

Date:

Director Signature:

Date: