



## TERMS OF BUSINESS – V 1.0

### 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/nannies
- Companionship care of elderly or vulnerable people
- House sitting
- Domestic cleaning
- Dog walking
- Dog Sitting
- Dog Day Care
- Pet sitting and feeding

### GENERAL TERMS

#### CONSULTATIONS AND BOOKINGS

**Consultations:** The Company provides one free consultation per client and recommends a client always meet a new sitter before the booking commences. 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 0330 221 0583 for further details).

It is always the client's responsibility to ensure that their sitter knows precisely what to do whilst caring for a child, relative, pet or house on each and every booking. Saffron Sitters Ltd is not expected to pass on information.

**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.

**Minimum Booking Requirements:** For our nanny service we have a minimum booking of 3 hours and for our babysitting services it is a minimum of 2 hours unless otherwise agreed in writing with Saffron Sitters prior to your booking.

**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' 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 Saffron Sitters has to cancel a booking for any reason after the booking has been confirmed, the following conditions apply:

- 1) Saffron Sitters will refund any deposit in full to the client
- 2) If the client requires it, Saffron Sitters will endeavour to move the booking to another time that is convenient.

Saffron Sitters is not liable to compensate the client for any loss or inconvenience as a result of any such cancellation.

## FEES, CHARGES AND PAYMENTS

**Admin/Registration Fee:** Upon engaging our services for either a placement or managed nanny you will be required to pay at £50 + vat admin fee. This is non-refundable but will be deducted from your invoice should a placement be successful.

**Payment Methods:** We require payments by card at the time of booking; this can be done online or over the phone.

**Card Transaction Charges:** We can only accept European card transactions. All European debit cards incur a 50p transaction charge. Other card types such as credit cards and American Express incur a 70p charge.

**Deposits:** We require full payment of the booking amount at the time of booking. Should you cancel your booking in line with our cancellation/refund policy then a refund will be actioned.

**Fees and Charges:** All hourly rates are published on the Saffron Sitters' website. Please consult the website for up to date information or contact the office on 0330 221 0583. If you have a special requirement please contact the office for a personalised quote.

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

**VAT:** VAT will be added at a rate of 20% to all rates.

**Bank Holiday Charge and Special Dates/Festivals:** All charges are doubled on Bank Holidays and on other special dates and festivals. For services charged on a daily rate basis there will be a daily supplement of £12 + vat charged.

**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.

**Payments:** Fees and other payments to Saffron Sitters, or their balance, are payable at the time of booking. If we do not have advanced payment the booking will not be guaranteed or confirmed.

**Queries:** Should you have any queries regarding a payment or wish to challenge the amount charged you must do so within 48 hours of receiving your payment receipt. Queries made more than 48 hours after receipt will not be valid.

**Late Payment:** In the event of late or non-payment, the Client shall pay interest and compensation on the amount of Saffron Sitters' fee outstanding from the due date of the actual payment and at the statutory rate of interest of under the Late Payment of

Commercial Debts (Interest) Act 1988. Compensation will also be calculated and added on the same basis.

Late payments will also incur a late payment charge of £12 for every week that an account remains in arrears.

If Saffron Sitters Ltd are forced to file a small claim or instruct a debt collection agency then any fees for these services will also be passed on to the client in addition to the above interest and compensation charges above.

Should a representative of Saffron Sitters be required to attend a court hearing then the cost of £20 per hour shall be charged for the time along with any associated travel costs.

Should a client fail to pay within the terms, herein outlined, on more than 3 consecutive occasions then Saffron Sitters Ltd reserves the right request for full payment in advance for all future bookings. In some instances Saffron Sitters Ltd may choose to suspend services until the balance is paid or, on serious occasions, withhold services on a permanent basis and with immediate effect.

## **SITTER SCREENING, CONFIDENTIALITY, BEHAVIOUR AND STANDARDS**

**Screening:** All due care is taken by Saffron Sitters to 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 the data security number is CSN3652576.

**Introductions:** Any sitter introduced to the client by Saffron Sitters must be rebooked/re-engaged through Saffron Sitters. In the event that a Client uses a sitter directly/privately, or passes the details of a sitter to a third party, the Client will be charged a fee of £200 + vat automatically and will no longer be able to use the service.

**Introduction Fee for Nannies:** Should a client wish to engage one of Saffron Sitters' nannies privately, on an ongoing/permanent basis, there will be an introduction fee required in order to release the sitter and client from the contract with Saffron Sitters.

**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 m<sup>2</sup> 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.

**Living Conditions for Sitters in Client's Homes:** It is the responsibility of the client to ensure that the living conditions are suitable for their sitter throughout the duration of the booking as follows;

- 1) there will be appropriate services connected to the house in the form of gas/electric/oil/water.
- 2) hot water and washing facilities will be in a usable condition.
- 3) the house is in a general habitable condition

Failure to ensure the above will result in;

- 1) the possible termination of your booking with immediate effect with no refund
- 2) any costs/charges incurred by the Sitter or Saffron Sitters Ltd will be passed on to the client in full

## **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.

**Pet Documentation:** All clients who wish Saffron Sitters to provide pet/house sitting services must ensure that all relevant documentation is provided prior to a booking taking place. Documentation required is as follows;

- 1) Full vaccination history (copy of vaccination cards)
- 2) Confirmation (in writing) of flea and worming administration
- 3) Confirmation (in writing) of the castration status of the animal in question

Saffron Sitters reserves the right to refuse pet care if the above information is not made available.

### **CHILDCARE AND BABYSITTING TERMS**

1. To cancel a regular contract/arrangement we require at least 1 calendar month's written notice to Saffron Sitters Ltd either by post or email.
2. If the client has an irregular/emergency childcare arrangement with Saffron Sitters Ltd the notice to cancel any of these services is strictly 48 hours from the start time of the booking. If less than 48 hours' notice is given then the full booking amount will be charged.
3. Contract types available are; Permanent (52 weeks), Term Time Only and Temporary.
4. If the client is on a 52 week contract then the contracted hours will be continue to be charged in school holidays. However, it may be possible for the client to use their normal contracted hours on different days and times. This is subject to the availability of the sitter, cannot be guaranteed and must be arrange in advance by the client.
5. If the client is on a term time only or temporary contract please be aware that their regular sitter will be offered other work during the school holidays/after the end of your contract. If the client wishes their sitter to work extra hours or would like to extend the contract please give Saffron Sitters as much notice as possible.
6. As a rule client will not be charged for Bank Holidays or other special dates as it is expected the sitter will not be required. If the sitter is required to work on any of these dates then double rate will apply.
7. Should the client wish to change/move a regular booking to another day/time then we require at least 2 weeks' notice. This is subject to the availability of your sitter, cannot be guaranteed and must be arrange in advance by the Client.
8. Should the regular sitter be ill or unavailable on any dates then we shall endeavour to find cover. If we are not successful in finding a replacement sitter the client shall not be charged for that booking.
9. If the client takes a holiday then the hours are charged as normal unless we receive at least 1 calendar month's written notice. If the sitter takes a holiday then there is no charge to the client.

10. Depending on the location of the client and sitter, there may be an additional mileage charge.

11. Any costs incurred for children's food or activities must be paid for by the client including additional time and mileage.

12. Saffron Sitters is not liable to compensate the client for any loss or inconvenience as a result a sitter being unavailable at short notice.

**Admin Fee:** For regular childcare bookings we require a £50 + vat admin fee to begin the matching process. Should a successful placement be made this admin fee will be discounted from your first invoice.

**Minimum Booking Requirements:** For our emergency nanny we have a minimum booking of 3 hours and for our babysitting services a minimum of 2 hours.

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

- 4) 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.
- 5) If Saffron Sitters are unable to find a suitable replacement then there will be no charge for the booking.

### **CHILDCARE AND NANNY PERMANENT PLACEMENT TERMS**

If you use our nanny placement service instead of our managed service, then we will send you separate terms and an information form to complete.

You will be required to pay a £50 + vat admin fee for us to begin the matching process. Should a successful placement be made this admin fee will be discounted from your first invoice.

### **DOMESTIC CLEANING TERMS**

**Consultations:** The Company provides one free consultation per client and recommends a client always meet a new cleaner before the booking commences. Should it not be possible to collect a key 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 0330 221 0583 for further details).

It is always the client's responsibility to ensure that their cleaner knows precisely what to do on each and every booking. Saffron Sitters Ltd is not expected to pass on information.

**Minimum Booking Requirements:** There is a minimum duration of 2 hours per cleaning visit that applies for all domestic cleaning services.

**General Standards:**

1) Customer agrees to provide a task list and all necessary cleaning detergents and equipment for the required work, unless other arrangements have been made with Saffron Sitters.

2) All cleaning equipment should be safe and in full working order. If the customer does not have cleaning detergents and asks Saffron Sitters to purchase requested items on their behalf, customer understands that an applicable charge will be assessed.

6) The customer understands that the price quoted over the phone or email does not include anything apart from cleaning and ironing labour.

7) Saffron Sitters will not be responsible for triggering any alarm systems. Customer should give any special instructions for deactivation/activation of any household alarm systems.

**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, loss or death to/of 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:

**On requesting/confirming a booking, the client therefore accepts the 'Terms of Business' whether or not the document has been formally signed.**