



Terms of Business – Permanent Placements

1. CONTRACT

1.1 These terms and conditions shall represent a legally binding contract between the client or employer (the "Client") and Saffron Sitters Ltd (the "Agency"). The verbal/written instruction by the Client to the Agency to submit suitable Candidates for contact or interview or arrangement of interviews shall constitute acceptance by the Client of these terms and conditions. The term "Candidate" means a person introduced by the Agency. The Agency is acting as an employment agency.

1.2 As the process of providing these services starts as soon as the Client contacts the Agency, the Client agrees to waive their right to cancel the service within 7 days ("the cooling off period"), as defined under the Consumer Protection (Distance Selling) Regulations 2000.

2. FEES

- a. All relevant fees accompany these terms and conditions or are notified to the Client at the time of registration, and where applicable are subject to VAT. Fees are payable by the Client on the acceptance, either verbally or in writing, by a Candidate of a position with the Client. It is the responsibility of the Client to notify the Agency if a Candidate has been offered employment.
- b. Admin fee: Upon engaging our services you will be required to pay at £50 + vat admin fee. This is non-refundable but will be deducted from final your invoice should a placement be successful.
- c. Fees will be calculated and charged on the original hours/salary range requested by the client within the placement information document at the start of the recruitment process.
- d. Permanent fees are due in respect of each Candidate being offered and accepting a position with the Client. Fees, at the current rate of the Agency's charges, shall become due and payable to the Agency immediately an Applicant accepts employment with the Client as the result of an Introduction.
- e. The Agency reserves the right to charge the Client a 25% surcharge on all accounts not settled within 7 days of the invoice being issued and in addition to re-claim any

costs (including debt collector's fees) incurred as a result of chasing for payment.

- f. Re-engagement or extension of employment: if a Candidate returns to a Client at a future date (whether for a temporary, permanent or babysitting position) or if a temporary engagement is extended then the appropriate additional fee shall become payable. In the case of a Candidate returning to a Client, this fee shall be the current full fee chargeable by the Agency for the relevant position, and in the case of a temporary engagement being extended, the fee shall be the difference between the fee actually charged and the fee that would have been charged if the Candidate had been engaged for the whole period. The Client agrees to notify the Agency of a re-engagement or extension of a temporary engagement, but the fee will be charged if the Client fails to notify the Agency.
- g. In the case of temporary positions (which includes for the avoidance of doubt babysitting bookings) and unless otherwise agreed the relevant fee is based on the number of hours, days or weeks initially requested. No refund or reduction from the Agency's current rate will be given in the case of these bookings if the booking is cancelled or reduced in duration. If the temporary period is subsequently extended then paragraph 2(c) above will apply.
- h. In the case of part time positions, if within 2 months the Candidate is asked to work longer hours, then an additional fee will be charged which will be the difference between the fee actually charged and the fee that would have been charged if the Candidate had been initially engaged for those longer hours.
- i. In the case of full time positions, where the client wishes to offer a pay rise (as an incentive) after the completion of an agreed number of months the fee charged will be based the higher salary offered as this is viewed as their actual, long term salary.
- j. Payments must be made by card either online or over the phone. There will be a 50p transaction charge for debit cards. All other card types will be subject to a 70p charge. We can only accept European cards.

3. CONFIDENTIAL INFORMATION

All communication, whether written or oral and however communicated, shall be confidential between the parties. Should the Client pass on any information including, inter alia, details of Candidates, or recommend a Candidate to a third party resulting in a booking of permanent temporary or part time childcare employment then the Client will be liable for the relevant full fee as if the booking had been made by the Client itself and these terms and conditions shall apply accordingly.

4. INTRODUCTION OF A CANDIDATE OTHER THAN THROUGH THE AGENCY

It is the obligation of the Client to immediately inform the Agency when a Candidate is introduced by the Agency who has already been introduced by a third party or has been

viewed or contacted through a website or advert. If the Client does not so inform the Agency, and the Agency has already worked on the matching of the Client and Candidate, or if the Agency continues to work on the matching of the Candidate to the Client, then it will be presumed that the introduction has been effected by the Agency and the relevant fee will become payable if the Candidate is subsequently engaged by the Client.

5. LIABILITY

The Agency endeavours to provide the Client with only the most suitable Candidates. However the Client must satisfy itself as to the suitability of the Candidate prior to making an offer to the Candidate. The Agency does not accept any liability for any kind of inconvenience, loss or damage howsoever arising and whether caused directly or indirectly from an act or omission of a Candidate introduced by the Agency. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Candidate introduced by the Agency and employed by the Client. Candidates are not the employees of the Agency. The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including childcarers. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

6. REFUND POLICY

6.1 If a Candidate (who has been offered and has accepted a position with a Client) either does not start employment or leaves **within 4 weeks** of starting employment with the Client then one free replacement will be provided, subject to the following conditions:

- a. the Agency is informed by the Client within 2 days of the termination of the employment
- b. the relevant fee has been settled in full within 14 days of the date of invoice, or if the Candidate started before the end of the 14 day period, the fee was paid before the Candidate started work
- c. the booking has not been cancelled by the Candidate because of unreasonable demands by the Client; or unreasonable working conditions; or a change in the job description; or a change in location; or a breach of the employment contract by the Client (whether signed or not) or employment regulations (including pay)
- d. the Client is still intending to employ a childcarer and the Agency is given 3 weeks to find a suitable replacement; and
- e. the Client does not use another agency or source or website during the 3 weeks to find a replacement.

6.2 If the Client changes their mind and does not go ahead with a placement (where a Candidate has been offered employment and has accepted), then the full relevant fee is still payable, even if no employment contracts have been signed. In addition the Client is expected to pay the Candidate 1 week's pay.

6.3 Once one free replacement has been found, there are no further refunds or replacements offered.

6.4 In the event that a free replacement cannot be found, the Agency at its discretion may refund the Client the following percentage of the original fee:

- If the Candidate leaves within the first 7 days: 75%
- If the Candidate leaves within the first 2 weeks: 50%
- If the Candidate leaves after 2 weeks but before the end of the 4th week: 25%

6.5 No refund will be given where the Client retains the services of a Candidate, even though the Client considers the Candidate unsatisfactory, and no refund will be given where the Client withdraws their offer of employment to the Candidate.

7. GENERAL

7.1 This contract shall be construed in accordance with and governed by the laws of England and Wales and the Client agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

7.2 The Client is legally responsible for their employee's Tax and National insurance payments and for providing a detailed payslip, as well as any pension contributions that are required to be made by UK law.

7.3 Data Protection: The Agency may from time to time contact the Client about special offers and new products/services, unless the Client has told the Agency that they do not wish to receive any such communication.

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

Client Signature:

Date:

Director Signature:

Date: