

# Hampstead Nannies Ltd.

Barkat House, 116 - 118 Finchley Road, London NW3 5HT  
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## *Terms and Conditions of Business*

- 1) These Terms and Conditions of Business are between Hampstead Nannies Ltd (hereinafter called the Agency) and the Employer client (hereinafter called the Client) and are deemed to be accepted by the Client by virtue of an Interview or Engagement (which term includes employment or use, whether under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement) of an applicant introduced by the Agency.
- 2) The Client agrees to notify the Agency immediately an Engagement is accepted and at the same time give the date of commencement of employment and length of stay.
- 3) The Agency Introduction Fee is due and payable on the date the Engagement is confirmed and not on the date employment commences. It should be paid no later than 7 days after receipt of the Agency's invoice and at all times prior to the start date. Any delay in payment will entitle the Agency to charge interest on the unpaid amount at the rate of 5% per month of delay or part thereof.
- 4) If for whatever reason the Client decides to cancel an Engagement before it begins, the Agency will refund one half of the Agency Introduction Fee, (providing this Fee has been paid within the 7 day period as specified above).
- 5) All introductions are strictly confidential to the Client. The passing on of an introduction to other prospective employers, within a period of one year, renders the Client liable to payment of the Agency's Introduction Fee.
- 6) The Agency endeavours to ensure the suitability of any applicant introduced to the Client. The Client shall notwithstanding satisfy himself as to the suitability of any applicant and shall take up any references provided by any applicant and/or the Agency before engaging such applicant. The Client shall be responsible for obtaining any work permits that may be necessary, for the arrangement of medical examinations and/or investigations into the medical history of any applicant.
- 7) The Agency is not responsible for engaging the applicant. It is essential that all terms and conditions of the Engagement are negotiated directly between the Client and the applicant. The Client is also responsible for deducting the applicant's tax and National Insurance and accounting for this to the Inland Revenue, where necessary.
- 8) The Agency accepts no liability whatsoever for any loss or damage of whatever nature arising directly or indirectly from any applicant introduced by the Agency even if such act or omission is negligent or fraudulent or reveals any dishonesty.
- 9) The Agency checks a minimum of 3 references from previous employers, college tutors or persons known to the applicant for a substantial length of time. It is the Agency's policy to advise the Client to do likewise and the appropriate contact numbers and addresses can be supplied by the Agency for this purpose.
- 10) No variation can be made to these Terms without the written consent of the Director of the Agency.