



Terms and Conditions of Business

1. Definitions

Where in these Terms and Conditions of Business and elsewhere in the Agency's literature the following bold typed words commence with capital letters they have the following meanings unless the context otherwise requires:

(a) "Agency" shall be Royal Nannies s.r.o. and Royal Recruitment s.r.o. registered in Slovakia, with office in 1 Lyric Square, London, W60NB, acts as a matching service that matches and introduces suitable Candidates to work for the Client.

(b) "Client" shall be any person, parent, family member, or third party appointed by such person.

(c) "Candidate" shall be any person, nanny, manny, maternity nurse, governess, PA, PT, house manager, babysitter to whom the Agency introduces to the Client as being available for work or hire.

2. Registration

Clients and Candidates must complete the online Registration Form to be accepted as clients. If this is not possible, they need to sign the Terms and Conditions and return them to the Agency, before they are accepted and taken on our books. If registering online, filling the online registration form constitutes confirmation of acceptance of the Agency's Term's & Conditions.

3. Interviewing

The Client needs to provide a minimum of two documents to the agency, copy of their passport as proof of identification and a proof of address such as a household bill to confirm their personal address before we arrange an interview with our candidates. No personal interviews are to take place before the client provides these documents to the agency and in case of overseas clients, before they settle the registration fee of 120 Euro per search. Interviews can be done in person, over the phone or via Skype. Clients agree to inform the agency in writing of any interviews taking place and to reimburse reasonable travelling expenses for those Candidates who are based outside London or based outside the country where the job will take place. The Client shall settle this directly with the Candidate at the interview stage. The Candidate must provide relevant receipts for the journey in order to be reimbursed by the Client.

4. Client's Rights & Obligations

A. The Client agrees to notify the Agency, either verbally or in writing, as soon as an offer of employment has been made and accepted by the Candidate and to supply the Agency with details of the date of commencement, length of the engagement and agreed net weekly wages and to pay the relevant Agency fee to the agency in accordance with our terms and conditions as a result of such engagement.

B. The Client will be held responsible for bypassing the agency in cases where the Client failed to inform the agency about the start of employment within 7 days from the day of offer of employment being made. They will be held responsible for paying full agency fee including 30% penalty surcharge as well as legal fees incurred with this.



C. The Client is responsible for the employment of the Candidate in accordance with all applicable employment legislation. The client undertakes to become the sole employer of the Candidate and is responsible and accountable for Candidate's Tax and National Insurance contributions to be made from the Candidate's salary. All requirements and responsibilities are based on the employment law in the country of employment.

D. The Client is responsible for putting in place a suitable contract of employment between the client and the Candidate and for paying the agreed salary net of Income Tax and National Insurance liabilities directly to the Candidate either in cash, cheque, or to his/her bank account. A copy of signed contract needs to be emailed to the Agency within 7 days from the date of commencement.

E. The Client (or an appointed person) needs to provide a copy of their passport as proof of identification and proof of address such as their household bill to confirm their personal address before the Agency arranges any personal interviews with the candidates and/or before the Candidate's start of employment.

F. The Client is solely responsible for the suitability of the Candidate and it is purely his/her decision to employ or to interview the Candidate. The Agency cannot be held responsible for any mistakes in the candidate's portfolio as those are provided directly by the Candidate. Client agrees to satisfy himself as to the suitability of the Candidate by interviewing, taking up any references, copies of documents provided by the Candidate to the Agency and to make appropriate checks of childcare qualifications or driving certifications before commencing employment or the interview. The client needs to request those in writing and the agency will release them after obtaining the Candidate's permission to do so.

G. The Client agrees to notify the Agency if the nature of employment of the Candidate changes in any way during the first six months from commencement and agrees to pay an additional fee (standard fee for such service minus placement fees already paid) should there be an increase in working hours or days of work originally required when the Candidate started the employment.

H. The Client is solely responsible for ensuring that the Candidate is eligible to work in client's country and for obtaining and paying for any relevant work permits/visas/immigration requirements that may be necessary and for arranging any medical examinations or investigations into the medical history and health insurance where applicable.

I. If the position of employment is temporary and the Candidate subsequently rejoins the Client at any time in the future after the agreed period for further employment, the Client undertakes to inform the Agency and pay the relevant placement fee again. Should the original length of temporary employment be extended; the Client must notify the Agency and is required to pay additional Fee.

J. Clients agree not to disclose any introductions of Candidates to third parties. The personal and contact details of Candidates shall be kept strictly confidential by Clients. Any breach of this undertaking resulting in the employment of a Candidate by a third party renders the Client liable for full payment of the Agency's placement fee.

K. The Client is responsible for paying the Candidate agreed salary for any trial hours requested in order to assess the suitability of the Candidate. Guidance to current market salaries can be found on our website.

5. Candidate's Rights & Obligations

A. The Candidate understands that the Agency is a referral and matching service only that provides its Clients with information respecting potential Candidates in exchange for a placement fee.

B. The Candidate agrees to release personal and contact information to the Agency that is complete, true and accurate. The Candidate will also provide full details of previous work history including contactable references on agency's request.



- C. The Candidate agrees not to disclose the following information to prospective clients (parents) at the interview stage: full name, phone number, email address, postal address or any other forms of contact enabling the Client to contact Candidate directly.
- D. The Candidate's Information will be released only to Clients by a Recruitment Consultant employed by the Agency. Under no circumstance will the Agency release your personal or contact information to any third parties, or disclose it to prospective clients on our website, as per our Privacy Policy without your approval. There is no charge for the Candidate to join the agency. There is no contract or obligation to remain with the agency for any specific time frame and the Candidate can withdraw from the agency at any time for no charge or obligation.
- E. The Agency and the Candidate acknowledge that there is no employee/employer relationship between them.
- F. The Candidate cannot work for other clients using the Royal Nannies Agency name and reputation.
- G. The Candidate must notify the Agency immediately should he/she be offered employment directly or indirectly through the Client or should the client contact the Candidate directly without Agency's permission.
- H. The Agency has the right to terminate the agreement with the Candidate at any time, for any reason, including but not limited to unprofessional conduct, misrepresentation of our image, and company name, lateness, no showing, drug or alcohol abuse, previous or current criminal record.
- I. The Agency does not provide any representations or warranties to the Candidate regarding any Client. The Agency provides only an introduction service between the Candidate and prospective clients and will refer their name and portfolio to suitable clients. The Agency cannot guarantee a Candidate will be interviewed or hired by any prospective Clients, nor can the Agency warrant the length of employment the Child Care will have once hired. Any Candidate /Client interviews, police checks, CRB checks, First Aid and other training required will be the responsibility and expense of the Candidate.
- J. The Candidate must discuss and confirm the wages (for trial, temporary, permanent work) and all working conditions directly with the Client during their interview stage, and request from the Client to sign a Work Agreement prior to beginning any type of work - trial, temporary or permanent. The Agency cannot be held responsible for negotiating any wages, loss of wages, termination of employment, and changes in the working conditions that result or may result from working for the Client.
- K. The candidate is under no legal obligation to work for a particular Client, and may request to be placed in another placement at their discretion. The Candidate hereby releases Royal Nannies Agency and its officers, agents, employees, and affiliates from all claims, liabilities, injuries, demands, suits, actions, causes of actions of every kind arising out of or resulting from the action of The Agency or the release of any information by the Agency.
- L. The above parties agree that the Agency shall not be liable to the Candidate, or to any other person, including, but not limited to the Candidate's family or their successors, heirs and assigns, or any other person, for incidental or consequential losses, damages or expenses, directly or indirectly arising from any action or failure to act by a client. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it. Furthermore, it is agreed that this written instrument embodies the entire agreement of the parties except as expressly set out in this instrument. The Candidate acknowledges having read, understood and agreed to the terms and conditions of this agreement which are set forth in this agreement.
- M. The Candidate must be willing to sign a confidentiality agreement prior to starting the role.

6. Agency's Rights & Obligations



- A. The Agency conducts its business as a matching service that matches and introduces suitable Candidates to work for the client with the purpose of effecting introductions between persons desiring to enter into contracts for services.
- B. The Agency endeavours to establish the suitability of any Candidate for introduction to the Client by taking up a minimum of two references from each Candidate. However, all responsibility for ascertaining the suitability of a Candidate for the engagement remains with the Client.
- C. The Agency holds no responsibility for the Client and Candidate's employment contract, portfolio, and any matters associated with it are to be arranged between Client and Candidate. The Agency offers a contract of employment only as a sample guide for the Client and Candidate to use.
- D. The Agency cannot be under any circumstances held responsible and excludes liability for any loss, damage, delay, inconvenience, problems, death, injuries or accidents incurred or suffered by the Client, the Client's family, servants, or the Client's assets caused directly or indirectly during employment or introduction of the Candidate allegedly arising from the acts or character of the Candidate introduced by the Agency, or, to the extent permitted by law, in respect of services provided by the Agency, even if such act or omission is negligent or fraudulent or reveals any dishonesty.
- E. The Agency does not offer any warranty for the Candidate's suitability, personality, character, honesty, and reliability.
- F. The Agency does not employ any of the Candidates directly or indirectly. Candidates are introduced to Clients and they will be always employed by the Client, unless the Candidate is self-employed (this only applies to childminders or maternity nurses, a standard nanny cannot be self-employed). Candidates shall be under the supervision, direction and control of the Client.
- G. The Agency reserves the right to change or add to the above Terms and Conditions without prior notification, however all changes will be posted on this website. It's your responsibility to check these Terms and Conditions in case there are any changes. Continuing to use the site and our services after a change has been made is your acceptance of the changes.

7. Fees

- A. All UK and Overseas Placement fees are visible to our clients online in the Agency Fees section: <http://www.royalnannies.com/nanny-agency-fees>. The minimum introduction Fee for a temporary placement is 150 Euro + VAT. The minimum fee for a permanent placement is 1000 Euro + VAT.
- B. There is no registration fee for clients based in the UK. Registration fee of 120 Euro applies only to overseas clients and those living outside the UK.
- C. Payments for our fees can be arranged in/via cash, cheque, direct bank transfer and PayPal* (*for all invoices below 300 Euro.) We do not accept credit card payments & payments over the phone.
- D. The client agrees to notify the Agency, either verbally or in writing, as soon as an offer of employment has been made and to pay the agreed fee within 7 days of the invoice date or prior to the candidate's departure from the UK (or country of current residence), whichever is sooner. All invoices will be submitted to the Client prior to commencement. The Candidate will not commence employment prior to full settlement of the invoice. A surcharge of 30% will be added to all fees not settled after 7 days of the invoice date. All placement fees quoted are exclusive of VAT, Candidate's salary and other chargeable expenses of the Candidate and/or Agency. The Client will be held responsible for bypassing the agency in cases where the Client failed to inform the agency about the start of employment as mentioned in section 4 B of these Terms and conditions.
- E. All invoices not settled within 30 days from the invoice date will be passed to the Debt collector which will result in additional charges



8. Additional Fees

If the Candidate is solicited to work for the client with the intention of bypassing the agency fees - in the event where the Client does not hire a Candidate following the initial introduction by the Agency but approaches the Candidate directly (not through the Agency) offering employment, then the Client shall be liable to pay the full Agency Fee plus 30% penalty surcharge.

9. Cancellation of Booking

If a Client withdraws an offer of confirmed employment or cancels the confirmed booking prior the Candidate's start date, a 25% of placement fee will be payable by the Client to the Agency as a cancellation fee. Payment will become due within seven working days from the date of invoice. In such circumstances one week's salary is also payable to the Candidate to compensate for their loss of earnings.

10. Termination of Employment

All instances of termination of employment where a refund is claimed must be notified in writing to the Agency within three days of the termination of employment.

11. Replacements

The Agency fees are non-refundable. Should the Candidate leave the employment within 8 weeks from commencing such employment including trial period if one was requested, the Agency will offer replacement Candidates free of charge. The Agency shall be obliged to provide the Client with up to 5 candidate profiles for replacement. Such profiles will be selected based on the information originally provided in the Client's registration form and will be provided within 2 months of notification. The agency accepts no liability and is not obliged to offer a Replacement or any refund if the Client finds the portfolios unacceptable and does not want to engage any of the potential Candidates.

- The Agency will offer replacements if the following conditions have been satisfied:
- The Client paid the full registration fee prior to the interview commencement
- The Client has paid for the placement fee in full within seven days from the invoice date and prior to the Candidate's start of employment.
- The Client has notified the Agency of the termination of employment of a candidate in writing within 7 days of termination.
- The Candidate has not cancelled the engagement due to unreasonable requirements by the Client.



- The Client has not changed the employment conditions, such as working hours, location of employment and duties as originally agreed by the Candidate and Client in the contract.
- The Candidate's working conditions and/or the way the Client treated the Candidate were satisfactory. Royal Nannies agency's decision will be final in this respect.
- The Client was not physically or verbally aggressive towards the Candidate or Agency's representative.
- The client followed his/her legal obligations, such as registration with HMRC, paid for Candidate's taxes and NI contributions (proof must be provided- e.g. Candidate's last payslip).
- The Contract was agreed without any discount. All Clients that negotiated a discounted fee are not eligible for free replacement Candidate. (30% discount for returning clients does not fall under this)
- Should the Candidate leave after eight weeks of employment (including the trial period), the Agency will guarantee a 30% discount for finding a new Candidate should the client wish to continue the search with the Agency.
- Please note that once the Client advises the agency to look for a replacement Candidate and then finds a new Candidate via another source, the Agency will not offer any further replacements.

12. Copyrights

Any material found within the pages of our website including text or images may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way. Permission for any other use must be obtained by contacting Royal Nannies.

13. Legal

These terms of business are covered by English law and all disputes arising out or in connection therewith shall be subject to the jurisdiction of the English courts.