



EXCLUSIVE Nannies
NANNY • GOVERNESS • TUTOR

TERMS OF BUSINESS

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**CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF
PERMANENT, TEMPORARY OR FIXED-TERM CONTRACT STAFF TO BE DIRECTLY
ENGAGED BY THE CLIENT**

1. DEFINITIONS

1.1 In these Terms the following definitions apply:

“Agency”	Exclusive Household Staff Limited, T/A Exclusive Nannies, registered company no. 7951775 of 52 Grosvenor Gardens, London, SW1W 0AU;
“Assignment(s)”	means the employment or use of the Candidate by the Client, or by any third party to whom the Candidate has been Introduced by the Client, on a temporary basis;
“Booking Fee”	means the fee payable by the Client to the Agency for the Assignment of a Candidate;
“Cancellation Fee”	means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 4.11; or the fee payable when the Client cancels a temporary Assignment in accordance with clause 3.6;
“Candidate”	means the person Introduced by the Agency to the Client for an Engagement or Assignment including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff;
“Client”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced;
“Client Personal Data”	any personal data which the Agency processes in connection with this Agreement;
“Data Protection Laws”	means all applicable data protection legislation including the UK GDPR; the Data Protection Act 2018, and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Engagement”	means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client, or by any third party to whom the Candidate has been introduced by the Client, on a permanent basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

- “Introduction”** means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement or Assignment of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly;
- “Introduction Fee”** means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
- “Losses”** means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
- “Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party;
- “Replacement Candidate”** means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 8 weeks of the Engagement;
- “Services”** means the introduction of Candidates to the Client in accordance with the terms of this Agreement;
- “Vulnerable Person”** means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.
- 1.2 Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These terms of business and the attached schedule(s) (the “**Terms**”) constitute the contract between the Agency and the Client for the Introduction of permanent, temporary or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement or Assignment of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.
- 2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.3 The Agency shall provide the Services to the Client from the date of this Agreement and shall continue unless terminated by either Party.

3. FEES FOR TEMPORARY STAFF ASSIGNMENTS

- 3.1 The Booking Fee is calculated on the GROSS weekly salary and is payable at 25% of the gross weekly salary, subject to a minimum booking fee of £50.00.
- 3.2 The Agency shall invoice the Client on a weekly basis for both the Booking Fee and Candidate’s salary (where the Agency is paying the Candidate direct).
- 3.3 The Booking Fee and Candidate’s salary (where the Agency is paying the Candidate direct) shall be payable within 5 working days of the date of the Agency’s invoice.
- 3.4 For overseas Assignments the Booking Fee and Candidate’s salary (where the Agency is paying the Candidate direct) shall be payable 7 days before a candidate travels to commence the Assignment.
- 3.5 VAT is charged at the standard rate on all fees.
- 3.6 In the event that any Client cancels an Assignment, the following shall apply:
- 3.6.1 cancellation less than 24 hours before the commencement of the Assignment, an administration fee of £100.00 + VAT shall be payable by the Client to the Agency;
- 3.7 The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.8 If an Assignment subsequently becomes an Engagement of the Candidate, then the Client will be liable to the Agency for payment of an Introduction Fee in accordance with clause 4 below.

4. NOTIFICATION AND FEES FOR PERMANENT OR FIXED-TERM CONTRACT STAFF

- 4.1 The Client agrees to:
- 4.1.1 notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
- 4.1.2 notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with

- the Candidate together with any documentary evidence as requested by the Agency;
and
- 4.1.3 pay the Introduction Fee, to be calculated in accordance with the provision of this clause 4., and by the due date for payment in clause 4.8.
- 4.2 The Introduction Fee calculated in accordance with clause 4.3 below is payable if the Client Engages the Candidate.
- 4.3 The Introduction Fee is the amount equal to 12% of the GROSS Remuneration applicable during the first 12 months of the Engagement for UK based positions; and 12% of the GROSS Remuneration applicable during the first 12 months of the Engagement for overseas positions.
- 4.4 Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 4.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 4.5 Where a Candidate is required for a trial period prior to Engagement, the Candidate shall be paid directly by the Client. The Agency will not charge a fee for trials up to and including 5 working days. Should the Client require the Candidate for a trial period of 6 working days or more, the Agency will charge a Booking Fee calculated in accordance with clause 3.1 above.
- 4.6 Where prior to the commencement of the Engagement the Agency and the Client agree that the Engagement will be on the basis of a fixed-term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 4.3 had the Candidate first been Engaged for 12 months or more.
- 4.7 The Client's obligations under this clause 4 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 4.8 The Introduction Fee shall be payable within 14 days of the date of the Agency's invoice which shall be rendered once the Candidate commences the Engagement. For overseas positions the Introduction Fee shall be payable 7 days before a candidate travels to commence the Engagement.
- 4.9 VAT is charged at the standard rate on all fees.
- 4.10 The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 4.11 In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency, or within 3 months of leaving the Agency, the Client shall be liable to pay an Introduction Fee to the Agency calculated in accordance with clause 4.3.

5. REPLACEMENT

- 5.1 If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 8 weeks from the date of commencement of the Engagement; the Agency shall seek to find a suitable Replacement Candidate based on the original specification given for the position the Client is seeking to fill.
- 5.2 The Agency will present a maximum of 6 suitable Replacement Candidates for consideration.

6. INTRODUCTIONS TO THIRD PARTIES

- 6.1 Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "**Third Party Introduction**". If that Third Party Introduction results in an Engagement of the Candidate by the third party within 6 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee in accordance with clause 4.3.

7. SERVICE PROVISION

- 7.1 The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- 7.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate; and
 - 7.1.2 ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body; and
 - 7.1.3 confirm that the Candidate is willing to work in the position.
- 7.2 Notwithstanding clause 7.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- 7.2.1 taking up any references provided by the Candidate before Engaging the Candidate;
 - 7.2.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 7.2.3 requesting that the Agency carry out a DBS Check should it be required;
 - 7.2.4 the arrangement of medical examinations and/or investigations into the medical history of any Candidate;
 - 7.2.5 satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement; and
 - 7.2.6 checking whether the Candidate is first-aid trained when required.
- 7.3 To enable the Agency to comply with its obligations under 7.1 above, the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:

- 7.3.1 the type of work that the Candidate would be required to do;
 - 7.3.2 the location and hours of work;
 - 7.3.3 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 7.3.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 7.3.5 the date the Client requires the Candidate to commence the Engagement or Assignment;
 - 7.3.6 the duration or likely duration of the Engagement or Assignment;
 - 7.3.7 the minimum rate of Remuneration, expenses and any other benefits that would be offered;
 - 7.3.8 the intervals of payment of Remuneration; and
 - 7.3.9 the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 7.4 Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person, the Agency shall, in addition to the obligations in clause 7.1, take reasonably practicable steps to:
- 7.4.1 obtain confirmation of the Candidate's identity;
 - 7.4.2 obtain confirmation that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
 - 7.4.3 obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.
- 7.5 For the avoidance of doubt, the Client is responsible for the employment of the Candidate and for complying with all legislation governing the relationship between employer and employee including (but not limited to) taking out and maintaining an appropriate level of Employer's Liability Insurance for the duration of an Engagement.

8. INFORMATION TO BE PROVIDED

When the Agency Introduces a Candidate to the Client, the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 7.1, and in the case of a position which involves working with Vulnerable Persons the matters in clause 7.4.1 and 7.4.2. Where such information is not given in paper form or by electronic means, it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the

Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

9. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. LIABILITY

10.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement or Assignment of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

10.2 The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of, these Terms by the Client.

11. DATA PROTECTION

11.1 The Client consents to (and shall procure all required consents from any other household members whose data is shared with the Agency) all actions taken by the Agency in connection with the processing of Client Personal Data provided these are in compliance with the current version of the Agency's Privacy Policy available on EHS website.

11.2 In the event of any conflict or inconsistency between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.

12. NOTICES

All notices which are required to be given in accordance with these Terms shall be given by email or in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served, or any other address that the party has notified the other party in writing, or by email. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and, if by email, when that email is sent.

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Client

Print name

I confirm I am authorised to sign these Terms on behalf of the Client.

Date _____