



# PLACEMENT TERMS & CONDITIONS

## Louenna's Nannies: Terms & Conditions for Placements

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### 1. Contract and Consumer Rights

These terms and conditions shall represent a legally binding contract between the Client and Louenna's Nannies ("the agency") trading as Nanny Louenna Ltd, 12032634, of 82 St. John Street, London, England, EC1M 4JN. The term "Candidate" means a person introduced by the Agency. The Agency is acting as an employment agency.

### 2. Booking Fees

All relevant fees, terms and conditions are notified to the Client at the time of registration. The Client is responsible for paying the Childcarer directly. Louenna's Nannies does not act as a payroll provider.

Registration fee: FREE

Permanent Placement UK: 12%

Permanent Placement Abroad: 20%

Maternity Placement: £30 per 24 hour shift

Night Nanny Placement: £20 per night

Temporary Placement: £30 per day. If a temporary nanny is hired permanently, 25% of the temporary placement fee will be deducted from the permanent placement fee.

All of the fees above are subject to VAT. VAT is only payable within the UK and is charged at the standard rate. All invoices must be paid in British Pounds Sterling. The Client is responsible for paying any fees and charges related to the payment to ensure the full amount invoiced is received by the Agency.

The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. This applies to any unpaid invoices after 14 days. Interest will be charged at 8% per year from the due date until the date of payment.

### 3. The Client agrees to:

3.1. notify the Agency immediately once they offer a placement to the Candidate and once it has been accepted.

3.2. pay the relevant fee, as stated above, within 14 days of invoice or 48 hours prior to the start of the placement whichever is sooner.

3.3. notify the agency within 24 hours if they wish to extend a temporary booking. For the extended period an additional agency fee will apply. The client will be invoiced for the total duration of the extended booking. In the event the Client fails to notify the Agency of the extension to the original booking an additional 5% fee will be charged.

### 4. Engagement or Re-engagement of the Candidate

4.1. The Client must inform the Agency in writing within 24 hours if a Candidate has already been introduced to them. If the Agency is not notified and/or the Candidate is engaged by the Client, the full fee will be payable to the Agency. The Agency reserves the right to ask the Client for written evidence that they have been previously engaged with the candidate.

4.2. If the Client engages the candidate within a period of three years from an introduction by the Agency, irrespective of whether or not the Client has notified the Agency, the relevant fee will be charged. This will be based on the position the candidate has taken up with the Client and will be calculated in accordance with the current fees at the time.

4.3. If the Client re-engages a candidate within three years from when they finished working with the Client, the relevant fee will be charged regardless of the position taken. In the event the Client fails to notify the Agency, an additional 5% fee will be charged.

### 5. Replacing a Candidate

5.1. If the placement does not go ahead due to the Candidate withdrawing, or once it has commenced, is terminated by either the Candidate or the Client within eight weeks, the Agency will strive to replace the candidate with a suitable replacement without any additional charge, however the job specification must remain the same.

5.2. In order to qualify for a Replacement Candidate, the Client must notify the Agency in writing of the termination of the placement within 48 hours.

5.3. If the Agency is unable to find a suitable replacement within eight weeks of the start date, the client will be refunded 80% of the placement fee.

5.4. If the Candidate withdraws or terminates their placement due to discrimination or violence the client is not entitled to a refund.

### 5. Introducing the Candidate

All introductions of our Candidates are confidential. If a Client provides a third party with the Candidate's contact details, this is a "Third Party Introduction". If the third party engages the candidate within three years of the Agency's introduction to the original client, the client is liable to pay the relevant booking fee as stated above in clause 2. No party is entitled to a replacement in this circumstance.

### 6. Liability of the Agency

The Agency is not liable for any monies between the client and the candidate.

### 7. Governing Law

The terms stated in this document are governed by the law of England & Wales. They are subject to the jurisdiction of the Courts of England & Wales. If these terms are to be provided in another language, the agency must be notified in writing prior to the translation.

### 8. Confidentiality and Data Protection

All information relating to any of our Candidates is confidential and subject to the Data Protection Laws.