

Terms of Business

1. These terms and conditions shall govern all contracts relating to the applicants for permanent and part-time live-out nannies, live-in nannies, live-in mother's help, live-out mother's help, maternity nurses, temps, school pick-up and after school carers positions entered into by Clarke Harrison Ltd trading as Early Birds Nanny Agency (hereinafter called Early Birds) and any person (hereinafter called the Client) who approaches Early Birds with a view to engaging or employing an Applicant.

2. Interpretation

- 2.1 In these terms of business ("the Terms") the following expressions shall be given the following meanings:
- 2.1.1 "Engagement" means the employment, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of an Applicant by or on behalf of the Client.
- 2.1.2 "Month" means a calendar month.
- 2.1.3 "Week" means 7 consecutive days.
- 2.2 In these Terms words using the singular shall include the plural and vice versa and words using the masculine gender shall include the feminine gender and vice versa.
- 2.3 All and any business undertaken by Early Birds is subject to these Terms, all of which shall be included in any agreement between Early Birds and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail. No variation in these Terms shall be valid if made without the written consent of a Director or other authorised officer of Early Birds.
- 2.4 The interviewing of an Applicant introduced by Early Birds constitutes acceptance of these Terms and is agreement by the Client to pay Early Birds fee should an engagement of the Applicant in any capacity occur, regardless of whether Early Birds have effected the cause of that engagement.
- 2.5 These Terms supersede all previous terms of business.

3. Obligations of Early Birds

- 3.1 Early Birds will use reasonable endeavours to introduce suitable Applicants to carry out work as requested by the Client. The Client accepts that no warranty as to the suitability of the Applicant can be given by Early Birds. Early Birds cannot guarantee to find a suitable Applicant for each vacancy.
- 3.2 Confidentiality – All communication whether written or oral and however communicated shall be confidential between the Early Birds and the client.

4. Obligations of the Client

- 4.1 The Client will notify Early Birds immediately an offer of employment is accepted by an Applicant or otherwise upon the commencement of an Engagement (whichever first occurs).
- 4.2 The Client shall satisfy itself as to the suitability of any Applicant for the purposes of the vacancy for which the Applicant has been introduced. Whilst copies of references, qualifications and certificates can be obtained from Early Birds on request, it is acknowledged by the Client that it is for the Client to take up references and to check the validity of qualifications. The Client shall be responsible for obtaining any work and other permits and for ensuring that the Applicant satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 4.3 The Client undertakes that in the event of the Client effectively introducing (directly or indirectly) any Applicant within 6 months of the introduction to another person, resulting in an Engagement by that person, the Client shall immediately notify Early Birds. The Client shall pay to Early Birds an introduction fee in accordance with clause 5, unless the Engagement occurs more than 6 months after the introduction of the Applicant to the Client by Early Birds or from the date of the Applicant's last interview with the Client whichever is the later.
- 4.4 The Client consents to Early Birds disclosing information relating to the Client to any Applicant.
- 4.5 The Client agrees with Early Birds that an introduction of an Applicant to a Client shall be deemed to have been effective where Early Birds sends or provides information relating to the Applicant whether orally or in writing, sufficient to identify him or her. Fees will be charged by Early Birds in respect of any resulting engagement made within 6 months thereafter.
- 4.6 The Client agrees with Early Birds that the Applicant will be deemed to have been introduced to the Client even if the Client previously knew the Applicant.
- 4.7 The Client is responsible for the prospective employee's reasonable travelling expenses for the purpose of interview and this is to be settled directly with the individual.

5. Fees

- 5.1 The introduction fee shall become due immediately upon the acceptance of an Applicant of an Engagement. The fee shall be calculated in accordance with Early Birds' scale of fees relating to Applicants in force from time to time. VAT shall be payable at the prevailing rate.
- 5.2 The introduction fee payable as stated in clause 5.2 above shall be calculated according to the Early Birds Fee Structure depending on the type of Applicant being employed by the Client.
- 5.3 The Client shall pay all monies due within 14 days of the date of Early Birds invoice.

- 5.4 Early Birds reserves the right to charge the Client interest in respect of any amount outstanding after the period of 14 days from the date of invoice up to and including the day of payment at the rate of 5% per annum above the Bank of England base rate from time to time.
- 5.5 In the event of a temporary placement becoming permanent then fees must be paid in respect to the permanent placement, in the event of the temporary fee exceeding the permanent placement fee the permanent fee will apply.
- 5.6 Cover for the "Maternity Leave" of an Employer's current employee will be charged at the fixed fees stated in the Early Birds Fee Structure but will be deemed as a temporary placement. If the Applicant is subsequently made permanent then clause 5.5 applies.

6. Termination

- 6.1 In the event of an Applicant terminating or the Client lawfully terminating an engagement within 8 weeks of the date of commenced work for the Client and provided that:
- 6.1.1 all monies due have been paid by the Client in accordance with clause 5;
- 6.1.2 Early Birds are unable to find you a suitable replacement within two weeks from the date of receipt of notice of termination;
- 6.1.3 such termination is not as a result of redundancy, pregnancy, injury or ill-health or by reason of the Applicant's race, sex or any disability;
- 6.1.4 the termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of ceasing with the Applicant's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly;
- 6.1.5 the Client serves notice on Early Birds in writing at its registered office of the termination of the Engagement within 7 days; and then the Client shall receive a refund calculated in accordance with Early Birds' scale of refunds in force from time to time.
- 6.2 No refund shall be payable by Early Birds in the event of failure by the Client to adhere to the time limits provided for in clause 6.1 above. No refund shall be made in respect of an Engagement where the Applicant was previously engaged in any capacity by the Client through Early Birds.
- 6.3 The refund shall be repayable in full where the Client subsequently re-engages the Applicant in any capacity.
- 6.4 Early Birds' refund structure is as follows but may vary from time to time:-
Termination of the agreement between the Applicant and the Client occurs:-
(based on full-time positions. Where part-time position occur refunds will stand the amount of part weeks that are worked.)
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| Within 1-14 days inclusive (weeks 1-2) | 75% of the fee |
| Within 15-28 days inclusive (weeks 3-4) | 50% of the fee |
| Within 29-56 days inclusive (weeks 5-8) | 25% of the fee |
- 6.5 A full refund will be made in the event of an Applicant withdrawing their acceptance of an offer of an Engagement prior to them commencing the Engagement.
- 6.6 Where the Client makes an offer of Engagement to an Applicant and the Applicant accepts the offer, in the event of the Client subsequently withdrawing the offer prior to the Applicant commencing the Engagement no refund will be made by Early Birds.

7. Liability and Indemnity

- 7.3 Neither Early Birds nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to any of the following, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- 7.3.1 failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;
- 7.3.2 any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- 7.3.3 any loss, injury, damage, expense or delay incurred or suffered by an Applicant; No warranties, conditions or representation, expressed or implied, statutory or otherwise are given to the Client by Early Birds.

8. The Client is advised to keep all CVs, references and all other material relating to the Applicant confidential.

9. Miscellaneous

- 9.1 Early Birds reserves the right to review and to revise these Terms without prior notice.
- 9.2 The complete or partial invalidity or unenforceability of any provision of the Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 9.3 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

A division of Clarke Harrison Ltd. Reg No: 4446088. 9 Lovering Road, Cheshunt, Herts, EN7 6WU

Registered in England and Wales

