



## Terms & Conditions 2004

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### Definitions

- **The Agency** shall mean Koala Nannies International Limited
  - **The Client** or **Employer** shall mean any person, family member or any third party instructed by these persons, to register a position with The Agency
  - **Candidate** or **Employee** or **Applicant** shall mean any person registered with, and seeking employment through The Agency
  - **engagement** shall mean that moment a position is offered by The Client and accepted by the Candidate
  - **week** shall mean any seven consecutive days except in our pricelist where “week” shall mean Monday to Friday
  - **weekend** shall mean Saturday and Sunday or either one of these two days
  - **month** shall mean one of twelve periods of time into which a year is divided; i.e. for example 12 May to 12 June and not 4 weeks (28 days)
  - **permanent position** shall mean a position of three months or longer
  - **temporary position** shall mean a position of up to and no longer than twelve weeks
- 1) These terms & conditions of business between Koala Nannies International Ltd (hereafter called “The Agency”) and the Employer (hereafter called “The Client”) are deemed accepted by The Client by virtue of an interview or the engagement of an Applicant by The Agency.
  - 2) The Client is responsible for agreeing remuneration & conditions with the Applicant prior to making the engagement. A copy of the basic terms of a contract of employment is available on request. The Client in any event warrants that conditions relating to tax, National Insurance, working hours, accommodation, notice & grievances shall be notified in writing to the Applicant on engagement. It is furthermore The Client’s responsibility for arranging all working permits, visas and insurance of any kind where required or needed.
  - 3) **When an Applicant of The Agency is engaged by The Client these Terms & Conditions will be deemed to have been accepted.** The Client agrees to notify The Agency within 24 hours when an engagement is made. Fees for the introduction of an Applicant become payable upon engagement. **The fee is payable within seven days from the date on the invoice and at all times before the candidate starts.** Late payment incurs interest at an annual rate of 10% proportionately calculated. In the case of overseas placements, the fee is at all times payable before the Candidate leaves the United Kingdom to take up his/her employment. **In the case of the cancellation of any engagement by The Client, 50% of the full placement fee is payable at all times.**
  - 4) The Agency treats the details of every Applicant confidentially. The Client also undertakes with The Agency to treat the Applicant & the Applicant’s details as a private & confidential matter. The Client may not pass on those details to any other person or entity. If The Client passes the Candidate’s details on to a third party, resulting in the third party employing the Candidate, The Client will be held responsible for the placement fee.
  - 5) The Agency takes all reasonable care to interview Applicants, to take up references & to investigate qualifications, attitude & experience. The Client nevertheless undertakes to The Agency to ascertain that the Applicant is a suitable candidate for the appointment in question & the Terms & Conditions offered in the contract of employment with The Client are suitable to the Applicant. The Client undertakes to notify The Agency immediately in respect of any causes of dissatisfaction or any wants or imperfections in the performance or characteristics of the Applicant.

- 6) Notwithstanding the endeavours of The Agency & The Client set out in the immediately preceding clause, The Agency accepts no liability for loss or damage & expenses caused to The Client or others, through acts of omission by the Applicant or acts in breach of the applicant's contract of employment with The Client.
- 7) The Client undertakes with The Agency to inform the Applicant with all necessary information, to ensure that the Applicant can properly carry out his/her duties under the contract with The Client. Including by way of example only, details of The Client's doctor, details of any special or unusual characteristics of the child, children or person's to be in the Applicant's charge, and availability at all times on the telephone or otherwise of a responsible adult who can give further instructions & advice.
- 8) In the event that The Client requires the Applicant to drive a vehicle with the child, children or others within the Applicant's charge, The Client shall ensure the Applicant's driving standards are suitable & safe, especially in the case of an Applicant not normally resident in the United Kingdom. The Client will further ensure that all necessary insurance provisions cover the Applicant's driving with The Clients child or children & others, & that any vehicle so provided is suitably maintained & equipped; that the Applicant properly understands how to drive the vehicle, & how to use any other equipment or facility that the Applicant is reasonably required to use in the course of the performance of the Applicant's duties.
- 9) If any Applicant leaves The Client's employment, by default on the part of the Applicant, within the first four weeks of a permanent appointment, The Agency will use its best endeavours to provide a suitable replacement within three weeks, at no further charge, providing, The Agency is notified within three working days of termination of employment. This must be confirmed in writing to The Agency, by The Client, giving a detailed account of the breakdown. Refunds will not be given if the Employee has left as a result of unreasonable condition or conditions materially different from those stated in the job description given to The Agency by The Client. If a replacement cannot be found, a refund will be given deducting an administration fee of £100.00 for each week the Applicant was employed. **Replacements or refunds will not be given if the invoice has not been paid in full within the required Terms & Conditions.**
- 9.a) Candidates employed on a temporary basis will be charged at the temporary fee of up to a maximum of twelve weeks. **If The Client decides to employ the Candidate beyond the 12 weeks limit, a full permanent fee will be charged.** Koala Nannies International Limited reserves the right to use its discretion at all times. **Furthermore, in the case of a temporary position, no refunds or reductions will be given if The Client subsequently reduces the number of weeks.**
- 10) The Agency fees & terms of remuneration will be those applicable & published at the time of engagement under clauses 1 & 3 above & in the case of re-engagement, those applicable at the date of re-engagement. Koala Nannies International Limited reserves the right to change its Terms & Conditions and their fees without prior notification.

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**Declaration: We/I accept the above-mentioned Terms & Conditions, & acknowledge receipt of a copy of this agreement for information.**

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please print your name clearly: \_\_\_\_\_

**IMPORTANT: Please Return This Copy by Return Post**