



# East Green

## Child Care Services Ltd

### Terms of Engagement

This letter sets out all the terms upon which East Green Child Care Services Ltd (in this letter referred to as the agency) is will to be engaged by the client for the purposes of introducing one or more potential carers with a view to the client engaging one of them as an employee to care for their child or children.

#### 1. Registration and fee

Upon receipt by the agency of the enclosed registration form, duly signed by you together with a cheque for £10.00 made payable to the agency, the client will be registered with the agency and the agency shall commence the process of finding a suitable carer to match the client's confirmed requirements.

Should the agency make reasonable efforts to find a suitable carer, but are unable to do so, the registration fee is non refundable.

#### 2. Information

In order to do our best to provide the client with suitable potential carers it is important that the client provides the agency with such information as it may reasonably request.

#### 3. Invoices, receipts and payment

The agency shall issue a receipt for all charges made pursuant to this letter. All amounts due under this letter must be paid within 14 days of receipt of the invoice for that amount. Any overdue accounts will be charged interest at a rate of £0.50p per day.

#### 4. Interviews

The agency shall do all that it reasonably can to provide the client with details and the references of potential carers and if requested to do so by the client, shall make arrangements for the potential carer to meet the client. Interviewing a candidate deems as acceptance of these terms and conditions.

#### 5. Fees

Where the client engages a potential carer in employment, the following engagement fee shall become payable in full. These fees are payable if a client contacts a carer directly to arrange additional work.

Nanny share	(full time) £950.00 P/T £450.00
Nanny/parents help full time (3-5 Days per week)	£900.00
Nanny/ parents help part time (1-2 Days per week)	£315.00
Nanny/parents help flexi/on call/day variation req.	£600.00
Nanny/ parents help temporary (per day)	£18.00
Nanny/ parents help temp. (Per wk 3+ days per wk) up to 10wks	£50.00
Nanny/Housekeeper (see nanny rates)	
Afterschool carer	£650.00
Maternity Nurse (per five days)	£70.00 (£80 for 6days)
Babysitters Ω(per annum)	£120.00
Babysitters (each occasion)	£18.00
Emergency care (per day) less than 24hrs notice	£25.00

Should a temporary position become permanent (same nanny as temporary carer becomes permanent carer) and the temporary position was of more than six weeks duration, the difference between the temporary engagement fee and the permanent engagement fee shall become payable.



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If the client cancels the employment of a potential carer before employment of that person has commenced, 80 per cent. Of the relevant engagement fee shall become payable.

If a potential carer cancels the engagement before or within one week of the employment commencing on grounds which the agency consider unreasonable and no suitable alternative carer can be found within 3 days then the relevant engagement fee shall be refunded by the agency to the client.

If a carer is employed by the client and gives notice to terminate the employment within three weeks from the commencement of employment, 80 per cent. Of the relevant engagement fee shall be refunded by the agency to the client.

If a carer is employed by the client and gives notice to terminate the employment within six weeks from commencement of employment, 50 per cent. Of the relevant engagement fee shall be refunded.

Refunds will only be given if the relevant payments have been received as stated on the invoices. **Late payments are not entitled to the above refunds.** No refunds will be given where the services of the carer are kept for any period of time, although the carer is thought to be unsuitable.

If the client rejects a potential carer and subsequently proceeds to engage that person the relevant engagement fee shall become payable by the client to the agency. Similarly, if the client rejects a potential carer but, in breach of this agreement, passes on the potential carer's details to another person and employment results either with that person or another person as a result of the passing on of those details then the client shall pay to the agency the relevant engagement fee. If a temporary carer is introduced to the client by the agency any subsequent work must be arranged via the agency and the relevant fee becomes payable.

If a client contacts a temporary carer privately with a view to arranging additional work the relevant engagement fee will become due.

Should a carer be dismissed by a client in the first six weeks of employment commencing for reasons that the agency feels are dismissible offences, and the agency is informed in writing of this action within this period, then the relevant engagement fee will be refunded to the client by the agency, less registration fee and any expenses incurred by the agency.

Should a client cancel the employment of a carer within one week of commencement of employment, for reasons that the agency does not consider to be of a dismissible nature, and the agency is informed within this time period, on receipt of written confirmation stating the reasons for dismissal, then the agency will refund 60 per cent. Of the relevant engagement fee. The reasons for dismissal must be received by the agency within fourteen days of the dismissal occurring.

## 6. Confidentiality

The relationship between the agency and its potential carer's and the agency and its clients are of the utmost importance. We will therefore treat all information the client provides to us as strictly confidential and will not reveal that information to anyone outside the agency or potential carer's unless the agency is required by law to do so. In return the agency expects the client to treat the information provided to the client regarding potential carer's with the utmost confidentiality and not to reveal that information to any one except the client and their children unless the client is required by law. The agency will regard any breach of this undertaking by the client most seriously and reserves the right to terminate the relationship with the client immediately if it reasonably believes this undertaking to have been breached.

## 7. Dishonoured cheques and Expenses

If any cheque paid to the agency is not honoured by the client's bank and the agency incurs expenses as a result the client will reimburse these expenses to the agency on demand. Any expenses incurred by the agency for collecting late payments will be added to the client's account.

## 8. Agency obligations

The agency endeavours to provide suitable and reliable potential carers and will interview all carers and make all reasonable enquiries to verify references provided by and any qualifications claimed by the carer unless the agency notifies the client otherwise. However, the agency does not carry out any other vetting procedure of its carers. Furthermore the agency will take all reasonable care in fulfilling its obligations under this letter. Beyond these obligations the agency is not responsible to the client for any loss whatsoever or however arising including any loss arising from the act, omission or conduct of any potential carers.

In the event that the agency falls short of or fails in its obligations under this letter its maximum liability to the client will be limited to twice the fee paid by the client to the agency hereunder.



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## 9. Status for carer's

Potential carers are not employed by the agency and are not agents of the agency. If engaged by the client a potential carer is the employee of the client. It is therefore the client's obligation to account for the carer's Tax and National Insurance contributions to the appropriate authorities.

## 10. Overseas travel

If the client requires its carer to work overseas it must provide a full written statement of the terms of employment prior to leaving the U.K. The client must provide a copy of this to the agency.

## 11. Offers to carers

The client must inform the agency within 24 hours of any offer to engage a potential carer and must provide the agency with a copy of the employment contract with the carer prior to the carer commencing employment. The agency can provide the client with outline terms of engagement for an additional fee of £10.00.

If a client contacts a carer whose name has been supplied by the agency with a view to arranging additional work, and this arrangement occurs within 16 weeks of the name being supplied the relevant engagement fee becomes payable.

## 12. Termination

The relationship governed by this letter may be terminated by either party at any time by notice to the other party. Any such termination shall be without prejudice to the accrued rights of either party. The obligations in this letter shall survive termination of this letter and shall continue, as shall the obligation on the client in paragraph 5.7.

Upon any termination of this letter all information (including any copies) regarding potential carers must be returned to the agency.

## 13. VAT

Any amounts payable pursuant to this letter are exclusive of any VAT, which may be levied.

## 14. Entire agreement

This letter sets out all the terms of the relationship between the client and the agency. The agency reserves the right to alter these without prior notice.

## 15. Law

This letter and the relationship between the agency and the carer shall be governed by and construed in accordance with English law.

**Yours Sincerely,  
Hazel Richardson**

**For and on behalf of East Green Child Care Services.**