

## **Terms and Conditions**

**Emily Rose Nannies** ('Agency') acts as an agent to introduce suitable candidates to work as nannies ('Candidate') for families ('Client').

**Emily Rose Nannies** acts as an intermediary between families and childcarers. The agency does not directly employ the candidates. The Client acknowledges and agrees that the Candidate, once accepted by the Client, is employed by the Client and not by the Agency.

The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in their respective country as well as the civil and criminal laws of their state and country. **Emily Rose Nannies** holds no responsibility for the Client and Candidate's employment contract and such matters are to be arranged between Client and Candidate. **Emily Rose Nannies** may offer a template Employment Contract, which the Client may use as a guide or point of reference. Once the contract between Client and Candidate is drawn, the Client is responsible for the submitting a copy to **Emily Rose Nannies**.

The agency charges a placement fee of 15% of the candidates net annual salary for the first year. The initial fee of 150 Euros is redeemable against the agency fee after the completion and exchanging of contracts. The agency fee is applicable per placement.

**Emily Rose Nannies** offer two payment options.

- A one off payment. Fee in full.
- 2 payments at 50% of the total fee. The first payment is made at the time of employment and the second payment 30 days later.

All fees are due within 10 days from the invoice date. Late payment will be subject to a 10% surcharge. All fees are exclusive of VAT. Payment may be made by cheque or bank transfer. In the case of payment by bank transfer, the Client is responsible for all corresponding fees related to the bank transfer.

**Emily Rose Nannies** offers an 8 week guarantee on all long term placements (contracts of 10 months +). If a problem arises with your childcarer within this period we will attempt to find a suitable replacement free of charge. This service is offered only once.

If during the following 4 week period a replacement cannot be found, a refund of the agency fee will be issued. No replacement Candidate will be provided by the Agency if statements in the Family Profile Registration Form prove untrue and/or the conditions undertaken are not adhered to.

A full refund is available if an Applicant fails to take up her employment.

Contract rupture during the *first* month - 70% refund

Contract rupture during the *second* month - 50% refund

Contract rupture during the *third* month - 30% refund

Conditions of the refund

- The refund excludes the initial 150 Euro agency fee
- The job description has not changed
- The former candidate has not left due to unreasonable working conditions
- A refund will only be granted if the candidate's departure is due to unprofessional conduct on her part and not due to a change in personal circumstances of the Client.

No refund will be issued if

- The client withdraws the position
- The client refuses to be presented with a replacement
- A replacement is found by an alternate method.
- If a suitable replacement candidate is found, with relevant experience for the position and of a similar profile, and not accepted by the client, no refund will be granted.

All instances of termination of employment where a refund is claimed must be notified in writing to

**Emily Rose Nannies** within three days of the termination of the employment. No claim for refund can be entertained by the Agency where payment has not been received in full by the Agency within ten days of the invoice date, and in any case prior to the commencement date of the Applicant's position.

Fees charged relate to one engagement only. If a candidate subsequently rejoins the Client at any time in the future, the Client undertakes to inform **Emily Rose Nannies** and to pay the relevant introduction fee.

In case of cancellation of any engagement by the Client prior to the commencement of the candidate's position and/or after an invoice has been issued, 50% of the agency fee remains payable to **Emily Rose Nannies**. Should the cancellation occur two weeks or less prior to the commencement date, the full agency fee remains payable by the Client.

Travel expenses incurred for the interviewing of candidates will be met by the prospective client.

The Agency endeavors to provide the Client with Candidates as well suited to the Family Profile as possible. The Agency agrees to provide the Client with all relevant information concerning the Candidate. While **Emily Rose Nannies** conducts reference and background checks on candidates to confirm their suitability, we cannot guarantee that all the information regarding the candidate is accurate. The final responsibility for any decision to employ the Candidate rests with the Client. The agency therefore do not accept liability for any misrepresentation, nor does the agency accept liability or responsibility for any loss, damage or expense resulting from the introduction or conducts of the candidates introduced.

The Agency cannot be held responsible for negotiating any wages, loss of wages, termination of employment, and changes in the working conditions that result or may result from working for the Client.

The Client agrees to notify **Emily Rose Nannies** immediately when a Candidate has accepted employment with them and to supply details to the Agency of the date of commencement and length of employment and agreed salary. The Agency will verify the information provided by the Client with the Candidate.

The Client is responsible for arranging any appropriate visa, work permit and medical examination of the Candidate and for checking the medical history of the Candidate.

Any information received by the Agency will be treated confidentially and will remain the property of **Emily Rose Nannies**. The Agency agrees not to provide this information to third parties, other than any prospective Candidates.

All personal details of the candidates will be kept confidential by the client. The client should not introduce the candidates to a third party. Any breach of this agreement resulting in employment of the candidate by the third party will render the client liable to pay the agency fee.

These terms of business are non-negotiable and by interviewing and subsequently employing an Applicant introduced by **Emily Rose Nannies**, the Client is considered to be in agreement with these terms of business.

These terms are governed by French Law.

