



# Homebodies

## HOMEBOODIES LIMITED

### TERMS AND CONDITIONS OF BUSINESS

#### NANNIES

January 2025

#### 1. DEFINITIONS

“Agency” means Homebodies Limited.

“Bespoke Consultancy Search Service” means the consultancy search service for permanent Engagements provided by the Agency, the features of which can be seen in Schedule 1 to these Terms.

“Bespoke Temporary Consultancy Search Service” means the consultancy search service for temporary Engagements provided by the Agency, the features of which can be seen in Schedule 1 to these Terms.

“Business Day” is any day between Monday to Friday but excluding UK bank holidays.

“Candidate” means any nanny who is introduced (whether orally or in writing) to a Client by the Agency.

“Commencement Date” means the date upon which an Engagement commences.

“Client” means any person (including any firm or corporate body) to whom a Candidate is introduced.

“Engagement” means the Client making an arrangement to engage, employ or use a Candidate and “Engages” and “Engaged” shall be construed accordingly.

“Full-time Candidate” means a Candidate whose appointment is 40 hours per week or more.

“Instruction Fee” means the fee payable to the Agency upon instruction by the Client to the Agency to engage in a nanny search.

“Overseas” means outside the United Kingdom.

“Overseas Placement” means the Placement of a Candidate to a Client who is resident outside the United Kingdom.

“Part-time Candidate” means a Candidate whose appointment is for fewer than 40 hours per Week.

“Permanent Placement” means the placement of a Candidate whose appointment exceeds 24 weeks in duration.

“Placement Fee” means the fee payable to the Agency following the Engagement of a candidate by the Client.

“Premium Bespoke Consultancy Service” means the premium consultancy search service provided by the Agency, the features of which can be seen in Schedule 1 to these Terms.

“Temporary Placement” means the placement of a Candidate whose appointment is for fewer than 24 weeks in duration.



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## 2. BASIC TERMS

- a. These Terms and Conditions of Business (the "Terms") together with any special terms provided to the Client by the Agency (the "Special Terms") constitute the entire agreement between the Agency and the Client for the introduction to the Client of Candidates and are deemed to be accepted by the Client by virtue of the Client:
- requesting the Agency to provide details of Candidates; or
  - contacting a Candidate; or
  - offering employment to a Candidate (an "Offer"); or
  - passing on any information about a Candidate to any third party following an introduction
- b. No variation or alteration of these terms and conditions shall be valid unless agreed in writing by the Agency and the Client.

## 3. FEES

- a. The Agency charges Clients both Instruction Fees and Placement Fees. The Instruction Fees and Placement Fees are set out in Schedule 1 to these Terms and Conditions (the "Fees").
- b. The appropriate Instruction Fee must be paid in full before a search can start and is non-refundable.
- c. If the Client puts a Bespoke Consultancy search on hold for a period of more than 4 months and then wants to re-instruct the Agency, an additional Instruction Fee will be payable. If the Client puts a Premium Bespoke Consultancy search on hold for a period of more than 12 months, and wants to re-instruct the Agency, an additional Instruction Fee will be payable.
- d. The Agency will calculate the Placement Fee for Temporary Placements based upon the dates given to the Agency at the commencement of Engagement. However, if the Client Engages the Candidate for further dates, then the Client must inform the Agency and an additional Placement Fee will be payable based upon the exact period of employment, provided that the total Placement Fee payable for a Temporary Placement shall be no greater than the fee would be for an equivalent Permanent Placement.
- e. If a Candidate is Engaged on a Temporary Placement and is subsequently Engaged on a Permanent Placement then the Client will pay to the Agency the full permanent Placement Fee less any fees already paid in respect of the Temporary Placement.
- f. If the Client Engages a Candidate within twelve (12) months of an introduction by the Agency then the Client shall immediately notify the Agency and a Placement Fee shall be payable in accordance with the fee structure set out in Schedule 1 to these Terms.
- g. If the Client Engages a Candidate within twelve (12) months of the termination of the Temporary Engagement of that Candidate, then the Client shall immediately notify the Agency and shall, subject to 3e above, pay an addition Placement Fee in accordance with the fee structure set out in Schedule 1 to these Terms.
- h. The Client must notify the Agency in writing as soon as a Candidate has accepted an offer of Engagement including details of the Candidate's agreed remuneration and period of Engagement. Subject to Clause 7, the appropriate Placement Fee shall be payable to the Agency following the Candidate's acceptance of the offer of Engagement.



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- i. If the Client agrees in writing to instruct the Agency to conduct a search on an exclusive basis, then the Agency shall be instructed on such exclusive basis for a period of 12 weeks from the date the Client confirms the instruction of the Agency, or such other period as agreed in writing by the parties (the "Exclusivity Period"). In doing so the Client agrees not to search for a nanny itself or through a third party during the Exclusivity Period. In consideration for instructing the Agency on an exclusive basis the Agency will discount the eventual Placement Fee as provided in Schedule 1 to these Terms. In the event that, having instructed the Agency on an exclusive basis, the Client Engages a nanny other than through the Agency the Client agrees to pay the Agency a Placement Fee of £3,000 plus VAT. In the event that having instructed the Agency on an exclusive basis, the Client cancels the search:
- Within 4 weeks, the Client agrees to pay the Agency a Placement Fee of £1,000 plus VAT;
  - Within 8 weeks, the Client agrees to pay the Agency a Placement Fee of £2,000 plus VAT; and
  - After 8 weeks, the Client agrees to pay the Agency a Placement Fee of £3,000 plus VAT.
- j. The Agency will provide to the Client, by email, an invoice in respect of each Fee payable under this Agreement.
- k. The Client agrees to pay any such Fee within seven days of the date of the invoice, and, **in all cases, prior to the commencement of any Engagement.** In relation to the Engagement of Candidates living outside of the UK or the Engagement of Candidates on Overseas Placements, the Placement Fee must be paid to the Agency prior to the Candidate booking their travel to the UK or overseas as applicable.
- l. In the event that the Client does not pay a Placement Fee within the required time in accordance with Clause 3(k) above, the Client shall not be entitled to a replacement Candidate or refund as set out in Clause 5.
- m. Invoices not paid within 7 days will be subject to interest charged at 2% above the prevailing Bank of England base rate. In the event that a Client fails to pay a Fee which is due then it shall be liable for all legal and other costs incurred by the Agency in taking action to recover such Fees.

## 4. AGENCY AND CLIENT OBLIGATIONS

- a. The Agency provides agency services as an introductory agency only, for the purpose of effecting introductions between Clients and Candidates. Other than in the case of Temporary Placements, the Placement Fees do not relate to the duration of any Placement (subject to Clause 5 below).
- b. The Agency will interview Candidates, take up references, check for appropriate qualifications, obtain criminal record checks, assess attitude and experience, inform Candidates of the nature of the role, and check that Candidates are willing to work in the position which the Client seeks to fill.
- c. The Agency will endeavor to introduce the Client to Candidates as well suited as possible, based upon the information which the parties have provided. To this end the Agency will seek to provide the Client with all relevant information concerning the Candidate which has been made available to the Agency. The Agency cannot guarantee that all the information provided by the Candidates or other third parties is accurate. The final responsibility for any decision to engage a Candidate rests with the Client, who is therefore strongly advised to check details, documentation and references personally. The Client shall also be responsible for obtaining work and other permits for the Candidate where necessary. The Agency does not offer any warranty as to the suitability, honesty, character, or capability of any Candidate.



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- d. If the Client requests a Candidate who is qualified to drive, the Agency will submit details of candidates who have stipulated that they hold a valid driving license for the UK and will endeavor to obtain a copy of their driving license, but the Agency is unable to make any guarantees about the Candidate's driving qualifications or the standard of their driving. It is the responsibility of the Client to verify the Candidate's driving standard and qualifications and ensure that the Candidate is adequately insured.
- e. While the Agency will endeavor to meet the requirements of the Client it is under no obligation to ensure that the Client is introduced to any Candidates. The Agency reserves the right to refuse to supply the Client with Candidate details at its own discretion.
- f. The Client is responsible for ensuring compliance with all employment and other relevant legislation and regulations and all taxation obligations including, without limitation, national insurance contributions relating to the Engagement and all payments made to a Candidate and in any other way relating to the Engagement.
- g. The Agency holds no responsibility for the employment contract between the Client and the Candidate which is solely a matter to be arranged between the Client and the Candidate. The Agency may offer a template employment contract which should be treated solely as an example for guidance. Once the contract between the Client and the Candidate has been executed, the Client is responsible for submitting a copy to the Agency, in accordance with the Conduct of Employment Agencies and Employment Business Regulations 2003 (the "Act"); Under the Act the Agency is required to hold a copy of the employment contract between the Client and the Candidate.
- h. The Client is responsible for agreeing remuneration and conditions with the Candidate, prior to confirming the Engagement. The Client in any event warrants that conditions relating to tax, national insurance, working hours, holiday and sickness benefit, accommodation, remuneration, notice and grievances shall be notified in writing to the Candidate on Engagement.
- i. It is the Client's obligation to immediately inform the Agency if the Agency introduces a Candidate who has already been introduced to the Client by a third party. In the absence of any such notification the Agency is entitled to assume that it effected the introduction, and the relevant Fee will be payable.

## 5. REPLACEMENTS AND REFUND OF PLACEMENT FEE

- a. The Agency cannot guarantee that a Candidate will complete a specific period of Engagement, and likewise does not guarantee to the Candidate that the Client will engage the Candidate for a specific period. The Placement Fee relates solely to the initial Engagement of the Candidate introduced to the Client by the Agency but, (subject to Clause 5(c) below) does not relate to the actual length of the Engagement.
- b. If a Permanent Placement terminates within 8 weeks (or 10 weeks in the case of a Premium Bespoke Consultancy Search service) of the Commencement Date due to:
  - (i) The Client terminating the arrangement on grounds which are in the Agency's opinion reasonable; or
  - (ii) The Candidate terminating the arrangement on any grounds other than those set out in Clause 5(e) below,



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then the Client shall (subject to availability) be entitled to a replacement Candidate (the "Replacement") free of charge. Only one free Replacement shall be provided per Instruction Fee paid. In order to receive a Replacement, the Client must provide written notice (by post or e-mail) ("Notice of Termination") to the Agency within two (2) working days of termination of the Engagement, that the Engagement has been terminated. The Client agrees to make themselves available to interview new Candidates. If the Client fails reasonably to do so, it may prejudice the ability of the Agency to provide a Replacement and in such circumstances, no refund shall be payable. Should the Client source a candidate by other means during this time the client will not be eligible for a refund/pro rata refund or a Replacement.

- c. The Agency shall only be obliged to provide to the Client up to a maximum of 3 Candidate profiles for the Replacement. Such profiles will be selected based on the information originally provided in the Client Job Spec Form. The Agency accepts no liability and is not obliged to offer a Replacement or any refund to the extent that the Client finds the profiles unacceptable and does not want to Engage any of the potential Candidates. Neither the Client nor the Agency will be able to discriminate unlawfully or breach the provisions of the Equality Act 2010 when Candidates are being selected for either an initial placement or for a replacement. The Agency will not accept the refusal of a Candidate or a Replacement Candidate on anything other than legitimate grounds.
- d. In the event that no suitable and available Replacement (as determined by the Agency) has been proposed by the Agency as a Permanent Placement within a 6-week period from the date of Notice of Termination then the Agency shall refund a proportion of the Placement Fee (such proportion to be determined by the date of termination of the Engagement). Refunds shall be made in accordance with the following sliding scale:

<u>Period between Commencement Date and termination of the Engagement</u>	<u>% of Placement Fee to be refunded</u>
1 – 14 days	60%
15 – 28 days	40%
29 – 42 days	25%
43– 56 days	10%

- e. If the Client chooses not to accept a suitable Replacement (in the sole opinion of the Agency) or if the Engagement is terminated more than 8 weeks after the Commencement Date (10 weeks in the case of a Premium Bespoke Search service) then the Client shall not be entitled to any refund.
- f. If the Client does not pay the Placement Fee within the required time in accordance with Clause 3(k) above, the Client shall not be entitled to either a refund or a Replacement.
- g. If the Candidate (including a Candidate under a Temporary Placement) leaves due to:
- misconduct on the part of the Client (including a breach of these Terms); or
  - the Client providing false or misleading information (whether on the application form or otherwise); or
  - the Client changing the Candidate's location of employment, the Candidate's agreed working hours or job description; or
  - the Client not providing the Candidate with a contract of employment,

then the Client shall not be entitled to a free Replacement or a refund of any part of the Placement Fee.



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- h. This Clause 5 shall also apply in relation to Temporary Placements except that a free Replacement shall only be offered if the Candidate has completed less than 50% of the number of days of their agreed Engagement and the Engagement has been terminated within 2 weeks of the Commencement Date. In such circumstances and if no suitable Replacement is available then the Agency shall refund 50% of the Placement Fee. If upon termination of the Engagement the Candidate has completed more than 50% of the number of days of the agreed Engagement, then the Client shall not be entitled to a free Replacement or any refund.
- i. For the avoidance of doubt, in no circumstances whatsoever shall the Client be entitled to any refund of the Instruction Fee.

## **6. TRIAL PERIOD**

- a. The Client shall be entitled to engage up to three (3) proposed Permanent Placement Candidates for a trial period of up to five days without any Placement Fee being payable to the Agency. The Candidate should be paid directly for their time. If a trial period is arranged or extended beyond five days, then the Client shall pay a Temporary Placement Fee for the full trial period.
- b. If the Client wishes to engage any further Candidates on a trial basis, then a Temporary Placement Fee shall be payable in relation to each further Candidate.

## **7. CANCELLATION**

- a. Should the Client cancel the Engagement after the Candidate's acceptance of the offer of Engagement, but before the Commencement Date, the Client will be liable for an administration fee of 50% of the Placement Fee Plus VAT.
- b. If the Candidate cancels the Engagement prior to the Commencement Date, due to the contract not reflecting the terms agreed in principle between the Client and the Candidate, then the Client will be liable for an administration fee of 50% of the Placement Fee plus VAT.
- c. If the Candidate cancels the Engagement prior to the Commencement Date in any other circumstances, then the Client shall be entitled to a Replacement. In the event that no suitable and available Replacement (as determined by the Agency) has been proposed by the Agency as a Permanent Placement within a 6-week period from the date the Candidate cancels the Engagement then the Agency shall refund 80% of any Placement Fee the Client shall have paid.
- d. If the Client cancels an arrangement with a Candidate who is travelling from Overseas after travel arrangements have been made then the Client must reimburse the cost of those travel arrangements.

## **8. LIABILITY**

The Agency shall endeavor to introduce Candidates who are suitable for the Client's requirements. However, the Agency is providing services solely for the purpose of introducing Candidates to the Client and the final decision to employ a Candidate is the sole responsibility of the Client and the Agency shall not be liable for any costs damage losses (including loss of earnings) injury (unless due to the Agency's negligence) or misconduct related to the introduction of the Candidate to the Client or due to any inaccuracy in the information provided by the Candidate or any third party or from any failure to introduce a Candidate. In no circumstances shall the Agency have any liability to the Client beyond the value of the Fee paid. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.



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## 9. CONFIDENTIALITY

All information provided by the Agency to the Client is confidential and must not be passed to a third party directly or indirectly (unless required by a law enforcement agency). If the Client passes confidential information on to a third party resulting in the engagement of a Candidate by a third party within 1 year of the Client being introduced to the Candidate, then a Placement Fees shall become payable by the Client.

## 10. PRIVACY

The Data Protection Act 1998 (the "Data Protection Act") and the General Data Protection Regulation (GDPR) regulate the Agency's processing of personal data. The Agency's privacy policy is at: <http://www.homebodieslondon.com/privacy-policy> ("Privacy Policy"). You consent to the Agency holding and processing your personal data (including sensitive personal data) on the basis set out in the Privacy Policy.

## 11. NOTICES

- a. All notices required to be served under these Terms shall be delivered by email to:

The Agency - [simone@homebodieslondon.com](mailto:simone@homebodieslondon.com); and

The Client – such email address as the Client shall provide to the Agency in writing from time to time

- b. Any notice delivered in accordance with Clause 11a above shall be deemed to be served on the recipient party provided that no email failure message is received by the sending party and the email is received by the recipient party between the hours of 9am and 5pm on a Business Day. Any notice received outside of those hours shall be deemed to be served at 9am on the next Business Day.

## 12. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.



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## Schedule 1 – Service Levels and Fees

### Instruction Fees

SERVICE LEVEL	FEATURES	FEE
Bespoke Temporary Search Consultancy Service	<ul style="list-style-type: none"><li>• Telephone or Zoom consultation</li><li>• Highly refined short list of Candidates</li><li>• Ongoing refinement of search requirements</li><li>• Interview guidance</li></ul>	£540 inc. VAT
Bespoke Search Consultancy Service	<ul style="list-style-type: none"><li>• Telephone or Zoom consultation</li><li>• Highly refined short list of Candidates</li><li>• 8-week grace period</li><li>• Ongoing refinement of search requirements</li><li>• Interview guidance</li></ul>	£540 inc. VAT
Premium Bespoke Consultancy Search Service	<ul style="list-style-type: none"><li>• Telephone, Zoom or in person consultation</li><li>• Highly refined short list of Candidates</li><li>• 10-week grace period</li><li>• Ongoing refinement of search requirements</li><li>• Interview guidance</li><li>• Zoom interview attendance (subject to availability)</li><li>• Out of office hours support</li><li>• Free introduction for emergency childcare</li><li>• Zero 'new search' consultation fee for 12 months</li></ul>	£960 inc. VAT

The applicable Instruction Fee applies to each and every instruction and is payable in full upon your confirmation that you wish to engage us for your nanny search. **Instruction Fees are non-refundable.**

### Placement Fees

PLACEMENT TYPE	FEE*
Permanent Placement (live in or live out)	12.5% of annual gross salary plus VAT (subject to minimum placement fee of £3,250 plus VAT)
Temporary Placements	£50 per day or £150 per week plus VAT (whichever is less) calculated on a weekly basis (subject to minimum placement fee of £1,000 plus VAT)

\* **Any Client that instructs the Agency on an exclusive basis for Permanent Placements shall be entitled to a 10% discount on their Placement Fee.**