



### Placements - Terms and Conditions

- **The following definitions apply:**
  - The Agency is Hopes and Dreams Nanny and Babysitting Agency.
  - The Candidate is the person seeking employment through the Agency and who is introduced to the client by the Agency.
  - The Client is the person/family looking for an employee through the Agency.
  - Temporary Placement: placement lasting less than 6 consecutive months.
  - Permanent Placement: placement lasting 6 or more consecutive months.
- **Fees**

Permanent Placement Fee		Temporary Placements		
Nannies P/T or F/T	Mothers Help	Maternity Nurses	Temporary Nannies	Mothers Help
4 weeks gross nanny wages	4 weeks gross nanny wages	£70 p/w	£70 p/w	£65 p/w

- A discounted placement fee will be applicable if the Client agrees to engage Hopes and Dreams as sole agency. The following fees will apply:

Sole Agency Fees	
Nannies P/T or F/T	Mothers Help
3 weeks gross nanny wages	3 weeks net Mother's help wages

- In the event of the Client engaging other Nanny Agencies Hopes and Dreams reserves the right to charge the full fee on a successful placement.
- **Introducing and placing candidates**
- The employer (The Client) agrees to comply with Hopes and Dreams' (The Agency) terms and conditions at the point in which any candidate's details are provided to the Client.
- The term 'Introduction' will apply when any details of a candidate have been given to the Client.
- The term 'Placement' will apply once the Client has decided to employ a candidate introduced by the Agency.



- The Client will be responsible for making the final employment decision.
- If the Client and a candidate agree to commence employment, the relevant placement fee will be applicable.
- If employment occurs between the Client and any candidate introduced by the Agency within 12 months after the candidate has been introduced, the Client will be liable to pay the full placement fee.
- For temporary placements, a minimum placement fee of two weeks will be applicable.
- **Payment**
- For both permanent and temporary placements, the Client will be invoiced after a starting date has been agreed between the Client and the Candidate.
- For permanent placements, after an invoice has been produced the Client should provide payment within 7 days of the invoice date.
- For temporary placements after an invoice has been produced, the Client should provide payment within 7 days of the invoice date.
- The Agency reserves the right to charge a £35 late payment fee to all Clients who do not comply with the payment agreement. This amount will be charged monthly until the payment is made.
- If the placement fee is not paid by the Client, the Agency reserves the right to take the matter to a debt collector agency. The Client is responsible for paying any expenses incurred by the Agency in this process.
- If a temporary placement becomes permanent within the first year of employment, the Client will be liable to pay the full placement fee. This will be calculated by deducting the difference already paid for the temporary placement from the total permanent placement amount.
- If after termination of a temporary placement, the Client decides to further employment with the same Candidate, a new fee will be calculated based on the type of employment (i.e. whether temporary or permanent). The Client will be liable to pay this amount.
- A contract must be signed between the Client and the Candidate prior to the beginning of employment. Failure to do so will cancel any responsibility from the agency for any issues arising between the Client and the Candidate.



- **Confidentiality**
- Both the Client and the Agency will keep all details regarding the Client and the candidates confidential. If the Client passes information regarding one of our candidates to a third party and this act results in employment of the candidate, the Client will be liable to pay the candidate's full placement fee to the Agency.
- **Unsuccessful Placement**
- Unsuccessful placement is defined as any placement terminated between the Candidate and the Client due to disagreement or unsuitability of any of the parties. This applies to both temporary and permanent placements.
- Unsuccessful Permanent Placement: If a placement is unsuccessful within the first 5 weeks of employment between the Client and the Candidate, the Agency will re-advertise and find a replacement candidate to be employed by the family at no extra cost, providing that:
  - The original placement fee has been paid in full within 7 days of the placement invoice date.
  - A contract has been signed between the Client and the Candidate prior to the beginning of employment.
  - The termination of employment is not due to the Client breaching the terms and conditions of the contract with the Candidate.
  - The termination of employment is not due to a change of circumstances of the Client.
  - The termination of employment is due to the Candidate breaching the terms and conditions of employment.
- Unsuccessful Temporary Placement: If a placement is unsuccessful within the first 2 weeks of employment between the Client and the Candidate, the Agency will re-advertise and find a replacement candidate to be employed by the family at no extra cost, providing that the original placement fee has been fully paid within 7 days of the placement invoice date.
- The Agency fees are non refundable.
- The Client will be liable to pay a cancellation fee of £300 to the Agency in the event of cancelling the employment after an agreement has been reached between the Client and the Candidate.



- **General**
- Although the Agency guarantees checking written references for all candidates together with original diplomas and qualifications, the Client is responsible for also checking all references and diplomas necessary to fully assess the suitability of the candidate introduced by the Agency.
- The Agency makes no guarantees of the suitability of any candidate introduced to the Client.
- The Agency is not liable for any loss, expenses or damages suffered or incurred by the Client connected with the placement or introduction of any candidates introduced by the Agency.
- The Client is responsible for all matters regarding remuneration, employment and revenues paid to the Candidate.

**I agree to engage Hopes and Dreams as sole Nanny Agency achieving from the discount rates (please tick the box if you wish to use this option)**

**I hereby understand and agree to the above terms and conditions and give my consent to the Agency to use my details.**

Client's signature \_\_\_\_\_

Printed name of Client \_\_\_\_\_

Date: \_\_\_\_\_