

Terms of Business

TERMS OF BUSINESS FOR CLIENTS

Sensitive Touch Nannies acts as an Employment Agency. We introduce suitable candidates to work as nannies, maternity nurses/nannies, pa's tutors and housekeepers ('Applicant') for its clients ('Client'). The Agency does not employ any of the Applicants, directly or indirectly. Applicants are introduced to Clients on the basis that they will be employed by the Client, unless the Applicant is self-employed.

1. The Client will pay the due fee to the Agency upon an offer of engagement being made by the Client to the employee, and being accepted by the latter. Payment of the fee due upon this acceptance, and not upon the commencement employment. Temporary and maternity engagement fees are payable in advance for the proposed contract term. If the position is overseas payment must be within ten days of the invoice date and before the Employee leaves the UK.
2. The Client will notify the Agency immediately upon any offer being made which results in the engagement being accepted.
3. The Client will notify the Agency if a temporary Employee continues after the contract term, and an additional fee will then be charged up to a maximum of 12 weeks. Thereafter the fee for a permanent engagement will be payable.
4. The fee charged for an introduction is applicable to one engagement only. If the client should re-engage an Employee within 12 months of Termination of Employment a further fee will be charged and the agency must be notified immediately of any such arrangement.
5. In the case of cancellation of the engagement by the Client before the Employee has started work, one week's salary will be payable by the Client to the Employee, together with all expenses incurred by the Agency.
6. If a permanent Employee leaves a UK position within the first 8 weeks and no suitable replacement is found within 4 weeks, a 10% refund will be made by the Agency for each week of the 8 not worked up to a maximum of 80% of the total fee. If a permanent Employee leaves an overseas position within the first 8 weeks and no suitable replacement is found within 4 weeks of notification, a refund of 10% of the fee for each completed week of the eight not worked up to a maximum of 75% of the total fee. If a temporary Employee leaves a UK or overseas position within the initial invoice period, the Agency will endeavour to provide a replacement. Should this not be possible, then a refund will be made for each full week not worked

All instances of termination of employment where a refund is claimed must be notified in writing to the Agency within three days of the termination of employment. No claim for refund is available where payment in full has not been received by the Agency within five days of the invoice date. No refund is available where the Client requests that no replacement be found, and no refund is available where client makes other arrangements during the period in which a replacement is being sought.

No refund will be given if the Nanny leaves due to unreasonable demands by the Client or there has been a change in job description, hours, pay or job location.

Clients retaining the services of an employee beyond the guarantee period, however unsatisfactory, paid or unpaid, will receive no replacement or refund.

7. The Client will reimburse all reasonable travelling expenses incurred by potential employees who present themselves for an interview.
8. The Client will provide the Employee with full written details of salary, National Insurance and Tax details, duties and time off, before the engagement.
9. All introductions of applications by the agency and their details shall remain confidential and must not be passed indirectly to potential Employers or Employees. A sum equivalent to the full introduction fee will be charged to the employer if the undertaking is breached.
10. Whilst the Agency endeavours to interview personally potential Employees and obtain references, it is the Employers responsibility or liability for any loss, damage, expense or delay resulting from the Agency's introduction nor do they give any guarantee concerning the suitability of any staff introduced by the agency. It is up to the clients to satisfy themselves in this respect.

11. At the Client's request the Agency will arrange the Employees air travel, which will be paid by the client prior to engagement. Tickets remain sole responsibility and property of client for contract period negotiable only between Client and Employee.

12. It is responsibility of the Client and not the Agency to obtain a work permit wherever required for Employees. The Agency accepts no responsibility if the Employee is refused entry by a country's immigration authorities are not permitted to remain in that country, because the Client has failed to arrange a valid work permit. In any such case no fee refund or credit will be given.

13. Clients are offered the opportunity to employ a Candidate on a trial basis for no longer than two (2) days free of charge. If the Client "tries" a Candidate or Candidates for a period exceeding two (2) days the Client will be liable to pay the full temporary or permanent Agency fee. Max trial period 2 weeks.

Agency Fees

Permanent overseas staff (over 12 weeks)

Europe 18% of net annual salary

Outside Europe 18% of net annual salary

Temporary overseas staff (over 12 weeks)

Nannies £80 per week or part thereof

Mother's Helps £80 per week or part thereof

Maternity Nurses £90 per week or part thereof

Permanent staff UK

Nannies 5 weeks salary

Maternity £80 per week or part thereof

Temporary Nannies/Mother's Helps £80 per week or part thereof