PUMPKINS NANNY AGENCY LTD

TERMS AND CONDITIONS FOR FAMILIES

These Terms & Conditions are governed by the laws of England & Wales.
Business address: Pumpkins Nanny Agency Ltd
2 Tower House, Hoddesdon, EN11 8UR

1. INTRODUCTION

a)

These Terms & Conditions set out the agreement between **Pumpkins Nanny Agency Ltd** ("the Agency", "we", "us") and the **Client** ("you", "the family") when you use our services to find a nanny or childcare professional.
By engaging our services, you agree to the Terms & Conditions.

b) These Terms & Conditions come into effect as soon as you instruct the Agency to begin work on your behalf. Instruction may be given verbally, by email, or in writing. This means that once you ask us to search for a nanny or childcare professional for you, these Terms & Conditions will apply.

2. OUR ROLE

a)

- We act as an introductory agency, matching families with suitable candidates.
- We do not employ the candidates directly. They are employed by you, the Client.
- It is your responsibility to check contracts of employment, pay salaries, and meet all legal obligations as the employer.
- We will provide proof of vetting (covered in 2a) as well as an employment contract template.

b)

We carefully vet all candidates before introducing them to you. Our standard checks include but are not limited to:

- Interviewing the candidate.
- Verifying a minimum of two professional references.
- Checking ID and Right To Work checks.
- Ensuring satisfactory checks on the DBS (Disclosure and Barring Service
- Verifying certificates, qualifications, professional insurances and relevant training
- First Aid certificate checks
- Driving licence checks

Please note that while we take every care in vetting candidates, you are ultimately responsible for assessing the suitability of a candidate before offering employment.

1. **FEES**

Permanent Placements	Herts, Beds, Cambs, Essex, Bucks	6% Annual Gross Salary
	London	10% Annual Gross Salary

This fee is a one-off payment, due once a nanny accepts your job offer.

Temporary Placements (up to 12 weeks)

Up to 15 days £25 per day (£35 in London)
4-12 weeks £15 per day (£25 in London)

These fees are payable in advance. If a temporary placement extends beyond 12 weeks, our permanent placement fee becomes applicable, minus any temporary fees already paid.

Trial Placements

Up to 2 days at £25 per day (£35 in London)
These fees are payable in advance and will be deducted from the permanent placement fee for an offer to the same candidate.

Night Nannies

£35 per night for the first 7 nights (£50 in London)
£25 per night 8 nights plus (£40 in London)

Maternity Nurses

£50 per 24 hours (£75 in London)

2. **PAYMENT TERMS**
   - All fees must be paid within 14 days of invoice.
   - If payment is not received, we reserve the right to suspend services and may add reasonable late payment charges.

3. **REFUNDS & REPLACEMENTS**

We understand that although rare sometimes placements don't work out, and we want to support you if this happens. Our refund and replacement terms apply to permanent placements only.

Replacement Guarantee

- If your nanny decides to leave within the first 8 weeks of employment, we will offer one free replacement.

Refund terms

If you decide not to take a replacement nanny we will offer you the following based on how long the nanny stayed with you, as long as the **Refund Conditions** are met:

- **0-3 Weeks ;** 100% refund
  Unless the nanny gives notice to the employer, or is dismissed for gross misconduct during this period there will be an administration cost of £250
- **4-6 Weeks;** 50% refund
- **7-8 Weeks;** 25% refund
- **After 8 weeks;** No refund

Refunds will be made back to the original payment method within 14 days of agreement.

Conditions for Refund or Replacement

To qualify for a refund or replacement, the following conditions must be met:

- **Invoice fully paid –** All agency fees must have been settled on time and in full.
- **Written notice –** You must inform the Agency in writing within 48 hours of the nanny's employment ending.
- **Reasonable cause –** The nanny must have left voluntarily or been dismissed for fair and reasonable grounds. Refunds are not available if the role significantly changed after the nanny started (eg, extra hours, new duties, responsibilities, relocation).
- **Good employer practise –** You must have met your legal obligations as an employer, including issuing a contract, paying salary on time, providing payslips and evidence of NI and tax contributions, and ensuring safe and respectful working conditions.
- **Single replacement only –** If you chose a replacement nanny and that placement also ends, no further replacement or refund will be due.
- **Direct employment –** If you rehire or continue to employ the original nanny after receiving a refund or replacement, the full agency fee will become payable again.

4. CLIENT RESPONSIBILITIES

By using our services, you agree to:

- Provide accurate information about your family's requirements.
- Treat candidates fairly, respectfully, and in line with employment law.
- Use our candidates only through the Agency- introducing or employing a nanny we have presented to you without going through the Agency will result in a full fee being payable.

5. CONFIDENTIALITY

- All candidates' details shared with you are strictly confidential.
- You may not pass candidate information to third parties.

6. LIABILITY

- While we carefully check candidates, we cannot guarantee their suitability once employed.
- We cannot accept any liability for any loss, damage, misconduct, or issues that arise during or after a nanny's employment.
- You are responsible for final employment decisions, contracts, satisfying yourself with references, and ongoing checks.
- Our responsibility is limited to introducing candidates to you.