

## **Terms and Conditions of Business**

### 1. Contract

The following terms and conditions shall legally represent a contract between Carolyn Glen – Childcare Recruitment, herein after to be referred to as the "Agency", and yourself, herein after to be referred to as the "Client". Persons introduced by the Agency to the Client, shall be referred to as the "Candidate".

The verbal or written instruction by the Client to the Agency to introduce or provide Candidates shall be considered acceptance by the Client of these Terms and Conditions.

### 2. Services

- The Agency will introduce suitable candidates to carry out specified work for the Client. The client will specify the exact requirements and keep the Agency informed of any changes that might occur.
- The Agency will try to ensure, but does not guarantee, that all candidates are suitable for the position advertised and will carry out the relevant checks in line with the requirements as laid out by the Child Protection Act (Scotland) 2003. This will involve Enhanced Disclosures, Verifying references, medical checks and face to face interviews.
- The Agency will not accept responsibility for any loss, damage, expense or compensation suffered or incurred of any nature by the Client, arising directly or indirectly from an act of omission by any candidate introduced by the Agency to the client. The Agency will not accept liability for dishonesty, negligence, misconduct or errors of the candidate.

### 3. Confidentiality

All communications, whether written or oral, shall be treated in the strictest confidence between all parties. Any information passed onto a third party which results in the engagement of a Candidate, renders the client to pay the appropriate fees and these terms and conditions shall apply accordingly.

### 4. Fees

- In the situation of a permanent placement, the Client will be issued with an invoice at the start of the employment. If this is not settled within 10 days of the issue date, then the client will incur a 10% administration charge for each 10 days overdue.
- In the situation of a temporary placement, the Client will be issued with an invoice at the end of the week and the conditions as laid out above will apply.
- In the case where a temporary position becomes permanent, then the Client will be charged the appropriate finder's fee.
- If a Client employs a candidate within 6 months of introduction, then the client will be charged the full finder's fee.

- If a permanent placement increases in hours within 3 months of commencement of employment, then the appropriate additional fee will be charged.
- A placement is considered permanent if the duration is longer than 12 weeks. A placement shorter than 12 weeks is considered as temporary and the appropriate fee structure will apply.
- If the Client cancels a permanent or temporary employment agreement less than 2 weeks before the commencement date, they will be liable to pay the Candidates' wage for a week and the full finder's fee to the Agency.
- If the Client terminates the employment agreement (through no fault of the Candidate) less than 4 weeks after the commencement of employment, then the Candidate will be paid in full for the time worked as well as an additional weeks wages. The finder's fee will be non-refundable.
- In the case of temporary short notice positions, if the booking is cancelled less than 4 hours before the start time, then 4 working hours will be charged to the client.
- If a candidate does not attend or cancels a confirmed employment agreement prior to starting, then the client will be entitled to a full refund of the finder's fee if the Agency fails to replace the candidate by the requested start date of employment and providing that the Candidate cancelled the employment through no fault of the Client. In this instance, the Agency must be informed of the Candidates non attendance or cancellation of employment within 24 hours if a full refund is to be honoured.
- If the candidate chooses to terminate the employment within 4 weeks of starting, then the client will be entitled to a full refund if the Agency is unable to replace the Candidate within a 4 week period and providing that the Candidate left the employment through no fault of the Client.
- Refunds will not be given where the Client retains the services of a Candidate even though the client considers the Candidate to be unsatisfactory.
- Refunds of fees are only payable to Clients who have settled their invoices within the specified 10 day period.
- Full refunds are only payable to clients who still intend to employ some form of childcare.
- In the case of Babysitting, hourly rates are to be agreed between the Client and the Candidate. Bookings will not be honoured if the appropriate fee has not been paid in full to the Agency by the Client.

##### 5. Client Responsibility

- The Client is responsible for informing the Agency of the intention to employ a Candidate on either a permanent or temporary basis.
- It is the clients responsibility to make and retain copies of any candidate's time sheets for their own records.
- Candidates in a permanent position are not employees of the Agency. The Agency is not liable for any losses, personal injury or death resulting from its negligence.

- The Agency holds no responsibility for the contract entered into by the Client and Candidate and such matters are to be arranged and agreed solely by the Candidate and the Client.
- Once the contract between Client and Candidate has been drawn up, then it is the responsibility of the Client to provide the Agency with a copy. This is in line with The Conduct of Employment Agencies and Employment Business Regulations 2003. All Agencies are required to hold a copy of the employment contract between employer and employee.
- Salaries paid will be agreed between the Client and the Candidate.
- In the instance of a permanent position, the client assumes full responsibility for all employment and other relevant legislation such as the Candidates Tax and National Insurance Contributions.
- If using the babysitting service after 11 pm, it is the responsibility of the client to ensure that the Candidate finds his/her way home in a safe manner. E.g. drive/walk the Candidate home or order a taxi.
- The Client must ensure that all relevant insurance and policies (where appropriate) are in place.
- If a candidate is more than 30 minutes late for a booking, then you are entitled to cancel without notice. You must, though, inform the agency immediately.