



TERMS OF BUSINESS

Fee structure

Minimum introductory placement fee is £140+VAT

A temporary placement is defined as a placement for any period of less than six consecutive months. The introduction fee for a **Temporary Placement** is **£80 + VAT per week booked**

A Permanent Placement is defined as a placement for any period of more than six consecutive months. The introduction fee for a **Permanent Placement** is **calculated as per 15% of the annual net salary offered + VAT**

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

'Applicant'	Means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff;
'Client'	Means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
'Agency'	means WOW Bespoke Nannies a division of WOW BABY Limited of 52 New Kings Road, London, SW6 4LS
'Introduction'	means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant and which leads to an Engagement of that Applicant;

2. THE CONTRACT

- 2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alternation of these Terms shall be valid unless the details such variation are agreed between the Agency and the Client and are sent out in writing and a copy of the varied terms is given the Client stating the date on or after which such varied terms shall apply.
- 2.4 If we introduce a candidate to you whom you later on decide to employ, you agree to accept these terms and conditions and to pay our fees as set above.

3. NOTIFICATION AND FEES

- 3.1 The Client agrees :
 - a) To notify the agency immediately of any offer of an Engagement which it makes to the Applicant;
 - b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency;
 - c) To pay the Agency's fee within 7 days of the date of invoice, unless otherwise stated
- 3.2 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 10 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of Payment.
- 3.3 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the above Fee Structure. VAT will be charged on the fee. If Client employs an Applicant who has been introduced by Wow Bespoke Nannies but does not inform the Agency within 7 days, the fee payable will be subject to a 50% surcharge.
- 3.4 If the Applicant is solicited to work for the client with the intention of bypassing the Agency's fees then the client will be invoiced the amount for original agency fee + £1000 penalty charge.
- 3.5 Credit card payments are surcharged at 2%, Amex is surcharged at 3%

4. REPLACEMENT AND REFUNDS

- 4.1 In the unlikely event of the permanent placement not being a success within the first 12 weeks, Wow Bespoke Nannies will endeavour to find one replacement candidate only (from a suitable selection) and no extra cost (unless the Client's requirements, job description or the nature of the experience sought have altered, or the salary and conditions offered are not at current market rates, in which case additional payment might be required) within 4 weeks of the Applicant's departure from the position. Should Wow Bespoke Nannies be unable to find a suitable replacement within the 4 week period and the client makes their own arrangements or cancels their replacement request, a charge of 1/12th of the fee paid for each week the Applicant has been in the Client's employ will apply.
- 4.2 There is no refund or replacement after the 12 week period has expired. Clients continuing to employ the Applicant will be liable for the appropriate fee even if they claim the Applicant's work is unsatisfactory during that time.
- 4.3 5% discount of the new fee will be offered should a client require a new placement after employing one Applicant introduced by Wow Bespoke Nannies for at least 6 consecutive months.
- 4.4 The Agency will not give any refund should the working conditions of a candidate be not reasonable and as agreed prior to commencement, or when the Client advises the agency to look for a replacement and then finds a replacement via another source or where that payment in full has not been received within the 7 days of the invoice date.

5. TEMPORARY PLACEMENTS

- 5.1 If a Temporary Placement becomes a Permanent Placement, the full permanent placement introduction fee will be payable. The replacement provisions in clause 4 above shall apply.
- 5.2 Following cessation of a Temporary Placement, if the Client offers further employment, either permanent or temporary within 12 months of cessation of the first temporary placement, a further fee will be payable in accordance with clause 5.3 below. The replacement provisions in clause 4 will apply if the Client offers a permanent placement.
- 5.3 If a Temporary Placement is extended, the Agency will recalculate the amount due and issue a revised invoice so that the appropriate fee can be charged, the revised introduction fee will become due and payable within 7 working days of the date of invoice.
- 5.4 The fee for the introduction becomes payable upon confirmation of booking the Candidate (not the date booking commences). The fee must be paid within 7 working days of the date of invoice, or prior to the booking, whichever is sooner. The Client must confirm the booking in writing to the Candidate and is liable to pay the Candidate from the date she is booked.
- 5.5 We cannot guarantee the suitability of any candidate supplied to you and we will not be liable for the acts or omissions of the nanny, who will be directly engaged by you, you are therefore advised to make sure you are satisfied with the nanny before departure – re holiday placement.
- 5.6 Where Applicant terminates her employment within the invoiced period, a refund may be available for each week not worked, if the agency cannot find a replacement.

6. CANCELTION FEE

- 6.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 25% of the agency's quoted fee.

7. INTRODUCTIONS

- 7.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 7.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 7.3 In the event a client trials an Applicant for more than 1 week without making an offer of employment, the client shall be liable to pay the Agency £80 +VAT per week for the entire duration of the period the Applicant is with them.

8. SUITABILITY AND REFERENCES

- 8.1 Whilst the Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorization which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill, the Client will be responsible for taking up the references and obtaining confirmation of qualifications and shall satisfy him or herself as to the actual suitability of any candidate introduced by the Agency for the specific position offered.

9. LIABILITY

- 9.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

10. LAW

- 10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.