



Terms & Conditions

Night Nannies Agency will only undertake business on the following Terms and Conditions. These terms are legally binding so please read them carefully.

1. The acceptance of a Night Nanny introduced by the Agency will be deemed as acceptance of our Terms and Conditions of Business.
2. The Client will be charged a fee upon confirmation of booking the Night Nanny. The fee must be paid in Pounds Sterling within seven working days of the invoice date, or prior to the date that the booking commences, whichever is sooner.
3. The fee charged for the introduction of a Nanny is for one engagement only for up to three months. Any Nanny returning at a future date will incur a further charge and the Agency must be notified of such an event by the Client.
4. The Agency assumes that all details of the Engagement have been agreed between the Client and Nanny unless the Client informs the Agency in writing to the contrary prior to the commencement of the Engagement, and will issue a written confirmation to this effect.
5. The Client is liable to pay the Nanny at the end of each night she is booked.
6. The Agency acts as an introduction agency only and does not directly or indirectly employ the Nanny who is self-employed.
7. All information is confidential and must not be passed to a third party, either directly or indirectly. If information is passed to a third party and a Nanny is booked/ engaged otherwise than through our Agency, this will constitute a breach of our terms, and our standard fees will be charged to our client.
8. The Client is requested to reimburse the Nanny all reasonable travelling expenses to the interview upon presentation of receipts.
9. Agency fees are non-refundable. If during the booking unforeseen circumstances arise resulting in the departure of the Nanny, the Agency will offer a free replacement for the remainder of the booking if:

- I. The Agency fee has been received by the due date.
- II. The Agency is advised in writing as to the termination of the booking within 24 hours.
- III. There has been no reasonable cause for the Nanny to terminate employment.

If no suitable replacement can be found, the Agency fee will be refunded pro rata.

10. In the event that the Client wishes/ needs to cancel the booking prior to commencement due to extenuating circumstances, the Agency reserves the right to retain 50% of the fee for work incurred.

11. While the Agency endeavours to verify the background of staff introduced before employment commences, we cannot guarantee that all the information regarding the Nannies is accurate. The Agency does not accept any liability whatsoever for misrepresentation, loss, damage, injury, delay, claims or expense of any description arising out of an introduction made by the Agency.

12. Whilst the Agency tries to ensure that a potential Nanny is interviewed personally and full reference checks are carried out, it is ultimately the sole responsibility of the Client to make their own enquiries and checks to satisfy themselves as to the suitability of the Nanny. The Agency gives no guarantee regarding the capability, character, medical condition, age or suitability of the Nanny. The final responsibility for accepting and employing the Nanny lies with the Client.

13. The Agency reserves the right to use its own discretion with regards to any situation or problem not itemised in its terms.

14. The word "Nanny" refers to a Nanny, Student Nurse, Nurse or any other person whom the Agency introduces as available for employment or hire by the Client.

15. The Agency reserves the right to increase the Night Nanny fee by giving one month's written notice to the Client. If the Client is dissatisfied with the increase he or she may cancel the contract. In such an event the Client shall no longer be entitled to employ the service of the Night Nanny on any basis.

16. Payments for agency fees can be made by cheque to Night Nannies.

17. If a Night Nanny is subsequently booked as a day nanny – then an additional fee will be required.

18. The nightly agency fee applies whether the nanny is working nights or days.

I confirm that I have read, understood and accept the above Terms and Conditions.

Signed _____

Name _____

Date _____

Please sign and return one copy of this to Night Nannies.