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## ABC NANNY AGENCY LTD TERMS AND CONDITIONS FOR CANDIDATE

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TERMS AND CONDITIONS FOR CANDIDATES (Nannies/Mothers' Help/ Nanny Share/ Babysitting)

1. Definitions and Interpretation - In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Agency"</b>	means ABC Nanny Agency Ltd a company registered in England under number 11431108 whose registered office is at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ;
<b>"Candidate"</b>	means the person introduced by the Agency to the Client searching for a position in a private home.
<b>"Client"</b>	means the person engaging with the Agency searching for a Candidate for a fee.
<b>"Confidential Information"</b>	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
<b>"Engagement"</b>	means any employment, engagement or use of the Candidate by the Client whether part-time, full time permanent or temporary basis, with or without a contract;
<b>"Introduction"</b>	means (i) the Client's interview of a Candidate in person or by telephone, following the Client's verbal or written instruction to the Agency to search for a Candidate; or (ii) the passing to the Client by the Agency via telephone, fax, email, post or otherwise of a curriculum vitae or other information which identifies the Candidate.

<p><b>“Registration”</b></p>	<p>means the completion of an application of a Candidate in person or during interview, following the Candidates verbal or written instructions/permission to the Agency to search for potential employers.</p>
<p><b>“Registration Form”</b></p>	<p>means a form for the Candidate to complete with written details of the work history, services provided, skills and education required from the Agency.</p>

1.1 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.2 Unless the context requires otherwise, references to the singular include the plural.

2. The Candidate will be deemed to have accepted the Agency’s Terms and Conditions for Candidates when registration takes place.
3. The Agency undertakes business on the following terms which shall represent a legally-binding contract between the Agency and the Candidate. These Terms and Conditions for Candidates should be read in conjunction with the schedule headed “registration” which forms part of these terms of business.
4. The Agency is not an employer of the Candidate but acts as an introduction and referral agent of Candidate to its Clients for a fee.
5. The Candidate agrees to provide true and accurate information and documents to the agency. The Candidate will provide the Agency with checkable references and a full work history.
6. The Agency agrees to provide the Candidate with true and accurate information.
7. All information provided by the Agency including personal details of the Candidate should be treated as strictly confidential. The Candidate’s information will only be passed onto the Client by the Agency and not onto any third parties as set in our privacy policy without the Candidate’s permission.
8. All information provided by the Agency including the personal details of the Clients to the Candidate should be treated as strictly confidential. The Client’s information will only be passed onto the Candidates by the Agency and not onto any third parties without the Agency’s permission.

9. The Candidate undertakes to inform the Agency immediately should the Agency introduce a Client whose details have already been introduced to the Candidate from the another source.
10. The Candidate will inform the Agency if a Client offers the position to Candidate directly or indirectly. The Candidate will inform the Agency of any correspondence from the Client.
11. The Candidate agrees to a 'trial day' as a paid day at a rate pre-negotiated. The 'trial day' shall be no longer than 10 hours and take place on a day agreeable to both parties. The Candidate will inform the Agency when this day will take place.
12. The Candidate is under no obligation to work for any specific Client.
13. The Agency is under no obligation to guarantee the position the Candidate has interviewed for. The Agency cannot provide assurance a suitable job will be found.
14. The Agency cannot guarantee that the Client will complete his or her proposed length of Engagement.
15. The Agency shall not accept any liability under any circumstances for any losses (whether direct, indirect or consequential or otherwise) incurred or suffered by the Candidate, or any other person, arising out of any alleged or actual acts or omission of the Client or of the Agency. The Candidate shall indemnify and hold harmless the Agency and its Personnel against all liability and losses. For the purposes of this clause "losses" means demands, expense, damage, delay, claims, awards, costs, compensation and any other losses and expenses including legal fees. "Liability" means liability in contract, tort, breach of statutory duty or otherwise. "Personnel" includes directors, officers, employees, agents, shareholders and representatives. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising directly from its own negligence.
16. The Agency does not provide legal advice nor a contract of employment.
17. The Agency is not responsible for any interview expenses incurred by the Client or the Candidate.
18. If either the Agency or the Candidate waives any breach committed by the other party of these Terms and Conditions for Candidates that will not be deemed to be waiver of any subsequent similar breach or of any other breach at any time.
19. No variation or alteration to these Terms and Conditions for Candidates shall be valid unless the details of such variation are agreed between the Agency and the Candidate and are set out in writing and a copy of the varied terms is given to the Candidate duly signed by a Director of the Agency stating the date on or after which such varied terms shall apply. These Terms and Conditions of Business are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.



Do we have your consent to process and store your data in order to look for relevant childcare position for you (for example share the details of your job with prospective employees)?

If you circle No, then we may not be able to help you find position for you. Yes / No

I have read and understood the terms and conditions for Candidates set out on pages 1 to 4. I agree to and accept the terms and conditions for Candidates set out by ABC Nanny Agency Ltd.

Signed \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

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