



THE NANNY SERVICE
EST. 1975

phone: 020 7935 3515
email: info@nannyservice.co.uk
website: www.nannyservice.co.uk

Candidate Terms & Conditions

4

Nanny, Maternity Nurse, Mother's Help, Candidate - Terms & Conditions

THE TERMS AND CONDITIONS AS OUTLINED BELOW ARE FOR CANDIDATES ONLY.

The Nanny Service Ltd is based in London, Registered with the ICO in accordance with the Data Protection Act of 1998 number **ZA149521**.

When you register with us, or accept a position with one of our clients, you thereby accept and agree to abide by our terms and conditions for Candidates as set out herein.

1. The Nanny Service acts as Agents for the purpose of effecting introductions between Families/Clients and Candidates. The Agency does not employ Candidates, directly or indirectly.
2. The terms and conditions within this document shall apply to any contract between the Candidate and the Agency and such a contract shall come into force upon You submitting a Registration to the Agency.
3. You and the Family/ Client will warrant that the information provided to the Agency at the time of Registration is correct. You agree to notify the Agency of any change in circumstances. If these changes might affect the Family/ Client, then You must also notify them.
4. You have read and understood the information contained in our relevant pages regarding the role you are applying for and agree to the role, tasks and expectations as described on our website.

Furthermore You agree to:

- a. Provide to the Agency and Family all information which is relevant to your application and which is accurate, to the best of Your knowledge.
 - b. Treat the Family, Children and all the Family's property and Information with care and respect at all times.
 - c. Never disclose personal information, including photos, about the Family/ Employer's circumstances or its property to any third party in writing, verbally or on the internet including all social media, without receiving the Family's/ Employer's permission first, in writing.**
 - d. Carry out your role for the Family or Employer to the best of your ability.
- e. To stay at least until the end of the Placement/ Employment term (where such has been agreed) as per your contract or letter of invitation, unless both parties agree to a new termination date, be that a shorter or longer period of time.
5. Although the Agency takes every care to check the Family's details and match You as closely as possible, You are strongly advised to satisfy Yourself as to the suitability of the Family. You accept that Your chosen Job / Family is chosen by You.
6. The Agency will support and advise the Candidate, but is unable to micro manage a Placement and it is the responsibility of the Candidate and Family/ Employer, to make the Placement a success. The Agency cannot be held responsible should the Family employ the Candidate for a shorter time than that agreed initially, or if there is a breakdown in communication.
7. You accept and agree that, in order for the Agency to find You a Family/ Employment position, the Agency can share Your details with suitable Families and that the Agency will keep Your details securely and will contact You with job and placement opportunities.
- a. The Agency will retain your registration and files sent in support of your application until such a time as when you ask us to remove your details. We retain information on Candidates whom we have placed until such a time, the earliest opportunity, when the information is no longer required. We also securely retain the information of candidates whom We have not yet placed, so that we may contact You with future opportunities. For clarity, if You register with Us, You will remain on Our 'books' until such a time when You ask us to delete Your files or sufficient time has passed with no interaction, whereupon Your files will be deleted. You may then re-register with Us should You wish to. We adhere to GDPR regulations 2018.
8. It is FREE for Candidates to Register with The Nanny Service for placements within the UK and abroad.
9. If you are to be engaged as an employee (eg. as a Nanny) the Family will provide You with a contract of work, either before your start date (in most cases) otherwise at latest within 2 weeks of you starting work. The Agency strongly recommends that the contract is agreed before any travel arrangements are made, to ensure that both sides understand and agree to the job's conditions. If the employer is slow to give this to you, you must ask for it. Furthermore please be aware that you must have a National Insurance Number (NIN). If you are from another country you need to make

an appointment with your local Job Centre as soon as you arrive, to get your National Insurance Number. Anyone who is an employee will need a contract of work from the employer and be registered with HMRC. You will also need to open a bank account to receive salary payments.

10. a. You agree that upon agreeing with an Employer introduced to You by the Agency, you will send a copy of the contract you agreed to and signed to the Agency.

11. If you are / going to be an employee you must make yourself aware of your legal responsibilities, such as registering with HMRC and paying the correct amount of tax. Most employers will run payroll (salary payments) through a payroll company which will deduct the correct amount of tax and pay you the net amount, however you need to make yourself aware of employment law and taxation. Please read guidance on www.gov.uk and <https://www.gov.uk/employment-contracts-and-conditions>.

12. If the Family/ Employer makes an offer of engagement directly to You, then You agree to notify the Agency of this immediately. Likewise, if the Family/Employer passes your details on to another Family or Friend who makes you an offer of engagement you must notify the Agency immediately of this introduction as introductions by the agency are confidential.

13. Candidates and Families are entitled to 4 weeks notice of termination of Placement/ Employment. This shall be 1 week during the first month. However, in the event of serious misconduct by the Candidate or the Family, either party shall be entitled to terminate the Placement/ Employment immediately.

14. After accepting the position offered the Candidate will accept no other position, paid or unpaid, without first checking with the Employer.

15. The Agency does not accept responsibility for any loss, damage, expense, injury or inconvenience to You or Your property resulting from the Agency's introduction or provision of services or from any acts, omissions or conduct of staff introduced by the Agency and its employees. The Agency advises You to consider taking out appropriate liability insurance.

16. Although every effort is made to ensure that any information given to Candidates and Families is correct, the Agency cannot be held responsible for any incorrect information. The Agency cannot be held responsible for any actions or in-actions of the Candidate or Family/ Employer and both the Family / Employer and the Candidate agree to indemnify The Nanny Service fully in respect thereto. The Family/ Employer and Candidate further agree to indemnify The Nanny Service and its Employees fully for any inaccuracies or oversights relating to any information or guidance provided to it by the said parties in relation to its business, legal matters, taxation, employment law, insurance or other. The Family/ Employer and Candidate must inform themselves and seek specialist advice where necessary.

17. All documents you receive from the Agency are **strictly confidential** and are for your information only. You agree to not show to anyone or forward to anyone any documents containing details and photographs of families / Agency's Clients or other Candidates. Furthermore you will never publish in any media, any information or photographs of our Families/ Employers or Candidates. You agree to delete from your

computer/mobile devices, as soon as practicable, any information you receive about Families / Employers or other Candidates. You may store securely the information you have received on the Family / Employer whom you ultimately agree to be matched with until the end of your placement / term of work.

18. You agree to behave responsibly at all times, using common sense appropriate to your age and the position you hold.

19. We regret that we are only able to accept applications from Candidates who will be able to apply for and provide an up to date Police Check/ Criminal Record Check/ DBS (enhanced if working with or in the vicinity of children).

20. You have understood and agree to our Privacy Notice which can be found on our website.

21. You agree to all these terms and conditions upon submitting a Registration to Us the Agency.

22. These terms and conditions are subject to the laws of England & Wales.