

Terms and Conditions

Settle My Baby Agency will only undertake business on the following terms and conditions. These terms are legally binding.

1. These terms constitute the contract between Settle My Baby Agency and the client. If an introduction is made, the client is deemed to accept these terms and conditions.
2. **“Agency”** means Settle My Baby Ltd.
3. **“Client”** means the person who engages the Postnatal Nanny.
4. **“Engagement”** means the employment or use of the Postnatal Nanny by the client or any third party on a permanent or temporary basis.
5. **“Postnatal Nanny”** means the person introduced by the Agency to the client for an engagement.
6. **“Introduction”** means the provision of information and details about a Postnatal Nanny to the client, by the Agency.
7. Any offer of engagement made by a client to a Postnatal Nanny must be confirmed in writing, which can include an email.
8. The client must notify the agency of any offer of engagement which it makes to a Postnatal Nanny who is introduced to them by the agency. Notifications must be made in writing, which can include email, within 48 hours of the offer being made. The notification must state the agreed pay, hours, days and length of engagement.
9. The client will be charged an introduction fee once an offer of engagement has been confirmed with the agency. The fee must be paid to the agency in pound sterling within seven working days either of the invoice date, or of the date that the engagement commences, whichever is sooner.
10. Introduction fees are non-refundable. The introduction fee is payable for the first 12 weeks of engagement. Any engagements that are arranged beyond the initial 12 week period will incur a further introduction fee.
11. The introduction fee is charged for one engagement. If the client subsequently engages or re-engages the Postnatal Nanny at any future date, the client will incur a further charge and the agency must be notified of such an event by the client.
12. The client is liable to pay the Postnatal Nanny for each day the Postnatal Nanny is engaged. The client is liable to pay the Postnatal Nanny twice the normal rate on National Bank Holidays, beginning and finishing at midnight. If a Postnatal Nanny is unable to fulfil the agreed hours of employment on a particular day or night due to extenuating circumstances, the client is not liable to pay the Postnatal Nanny for that particular shift.

13. The agency acts as an introduction agency only, and does not directly or indirectly engage the Postnatal Nanny who is self-employed for Tax and National Insurance purposes.
14. The placement fee is incurred each time the Postnatal Nanny is engaged and must be paid to the agency. The fee must be paid to the agency in pound sterling within seven working days.
15. The client must notify the agency in writing, which can include email, of any hours of engagement completed in addition to that included in the initial notification of engagement.
16. If, after an offer of engagement has been accepted by the Postnatal Nanny but before the agreed start date, the client decides to terminate the agreement due to extenuating circumstances, the agency reserves the right to retain 50% of the placement fee.
17. If a client wishes to terminate the engagement after the agreed start date and before the agreed hours of engagement have been completed, but does not wish to arrange a new introduction, the agency must be notified of this intention in writing within 72 hours. The agency placement fee will be non-refundable.
18. If the client terminates the engagement after the agreed start date but before the agreed hours of engagement have been completed, the agency will provide a suitable replacement without any further charge if:
 - a) The agency is informed in writing, which can include email, within 72 hours of the termination of the existing agreement and,
 - b) The agency placement fee has been received by the due date and,
 - c) The employment has not been terminated due to unreasonable demands by the client or by virtue of a change in pay, hours, job location or job description.If an alternative introduction cannot be made, the agency introduction fee will be refunded on a pro-rata basis.
19. If the Postnatal Nanny terminates the agreement, the agency will provide a suitable replacement without any further charge. If the Postnatal Nanny notifies the agency of the termination without first notifying the client, the agency will contact the client within 72 hours in writing, which can include email. If the Postnatal Nanny notifies the client without first notifying the agency, the client must contact the agency if they wish to arrange a new introduction within 72 hours in writing, which can include email. A new introduction will only be arranged if:
 - a) The agency placement fee has been received by the due date and,
 - b) The employment has not been terminated due to unreasonable demands by the client or by virtue of a change in pay, hours, job location or job description.

If an alternative introduction cannot be made, the agency introduction fee will be refunded on a pro-rata basis.

20. Whilst the agency endeavours to verify the background of the Postnatal Nannies it introduces to the client, the agency cannot guarantee that all the information regarding the Postnatal Nannies is accurate. The Agency gives no guarantee regarding the capability, character, medical condition, age or suitability of a Postnatal Nanny. The final responsibility for accepting and engaging the Postnatal Nanny lies with the client. The agency does not accept any liability whatsoever for, loss, damage, injury, delay, claim or expenses of any description arising out of an introduction made by the agency.
21. Introductions of Postnatal Nannies are confidential and must not be disclosed by the client to a third party, either directly or indirectly. The disclosure by the client to a third party of any details regarding a Postnatal Nanny introduced by the agency which results in an engagement with that third party renders the client liable to payment of the agency's introduction and placement fee.
22. The Agency reserves the right to vary the price of the introduction and placement fee at any time. The Agency will give 28 days' written notice to the client before any changes come into effect.
23. The Agency reserves the right to use its own discretion with regard to any issue not itemised in its terms.

NO VARIATION TO THE TERMS AND CONDITIONS OF BUSINESS, EITHER EXPRESS OR IMPLIED, MAY BE MADE WITHOUT THE WRITTEN CONSENT OF THE PROPRIETOR OF THIS AGENCY.

I confirm that I have read and accept the above terms and conditions.

Signed.....

Date