

Eden Childcare - Terms & Conditions of Business: Permanent Staff

These Terms and Conditions of Business are between Eden Childcare Ltd. and an employer (the Client) and are deemed to be accepted by the client by virtue of the use or engagement of a person (the Applicant) introduced or supplied to the Client by Eden Childcare Ltd.

All and any business undertaken by Eden Childcare Ltd. is transacted subject to the conditions hereinafter set out, each of which shall be incorporated and implied in any agreement between Eden Childcare Ltd. and its Clients.

In the event of conflict between these conditions and any other Terms and Conditions the Former shall prevail unless expressly agreed to the contrary by Eden Childcare Ltd. in writing.

1. The Client shall notify Eden Childcare Ltd. immediately an Applicant introduced or supplied by Eden Childcare Ltd. is engaged by the Client. As a result of such engagement, the Client agrees to pay an introduction fee in accordance with Eden Childcare Ltd. Scale of Fees. (Refer to where covered).

2. Eden Childcare Ltd. will introduce an Applicant to carry out work for the Client of such a nature as the Client shall notify Eden Childcare Ltd. when placing its order for an Applicant. When placing its order for an Applicant, the Client shall specify its exact requirements by providing full details of the type of work for which the Applicant is required. A client visit will be offered to discuss and validate all aspects of the position.

3. Eden Childcare Ltd. will endeavour to ensure but does not guarantee the suitability of any Applicant introduced or supplied to the Client. The Client shall not withstanding satisfy himself as to the suitability of any Applicant and shall take up any references provided by the Applicant and/or Eden Childcare Ltd., before engaging the Applicant. The Client shall be responsible for obtaining work and other permits and for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and qualifications as may be required by law.

4. Eden Childcare Ltd. accepts no liability whatsoever for any loss or damage of whatever nature arising directly or indirectly from any act or omission of any Applicant introduced by Eden Childcare Ltd., even if such act or omission is negligent or fraudulent.

5. Introduction fees for Applicants which are non-refundable shall be based on the salary calculated at an annual rate agreed to be paid to the Applicant his or her new employer at the commencement of the new employment. Salary is deemed to be all taxable remuneration including any weighting allowance, guaranteed overtime, guaranteed commission, bonus or any similar payment. The appropriate introduction fee is as per the scale of fees below.

6. In the event of any Applicant, and/or the Client lawfully terminating the engagement and the applicant leaving the employment within eight weeks of the date upon which the Applicant commenced work for the Client, then the Client will receive a free replacement guarantee. In the event of the client making alternative arrangements Eden Childcare Ltd. will provide a free replacement guarantee any time in the future. This means that every effort will be made to provide a suitable replacement with out any further charge provide that:

- a. The Client notifies Eden Childcare Ltd. IN WRITING of the termination, within three days thereof.
- b. Neither the Client nor any subsidiary or associated company of the Client shall engage the Applicant within six months from the date of termination of the engagement.
- c. The Applicant has not terminated his/her employment due to unreasonable conditions, or conditions materially different from those stated in the client registration form or contract of employment.
- d. The Client has paid the fee in accordance with its Fee structure for permanent placements. No free replacement will be offered by Eden Childcare Ltd. in the event of failure by the Client to adhere to the time limits provided by this condition.
- e. If the Client cancels a confirmed booking less than fourteen working days prior to commencement of the candidate, the full fee is payable, and one weeks salary is payable to the candidate. If the Client wishes to cancel a booking due to extenuating circumstances, the Client can do so by informing the Agency in writing providing twenty one working days notice, the Agency reserves the right to charge 25% of the fee for work incurred

7. The introduction of an Applicant to a Client by Eden Childcare Ltd. (directly or indirectly) is confidential and such introductions are made individually. If the Client or a member of the Clients staff or any associate of the Client, passes on an introduction to any other person within six months of the introduction to the Client by Eden Childcare Ltd., resulting in an engagement of the Applicant, the Client is liable for payment of a fee in accordance with Eden Childcare Ltd. Fee structure for permanent placements.

8. A full fee will be charged for any Applicant engaged as a consequence or resulting from, an application to Eden Childcare Ltd. by a Client even if the introduction is made indirectly.

9. All accounts and charges are payable in full within seven days of delivery of invoice by Eden Childcare Ltd.

10. The Client undertakes to notify the Eden Childcare Ltd. if the Applicant for a temporary position remains with the Client following the period originally agreed with Eden Childcare Ltd. by the Client and in such an event an additional full fee for a permanent introduction shall be payable by the Client.

11. All fees must be paid in full prior to Applicant commencing employment with the Client. The replacement guarantee is conditional on the Client having paid the fee due to Eden Childcare Ltd. Under it's Conditions of Business.

Eden Childcare Limited
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