

Terms and Conditions

These terms and conditions are a legally binding contract between the employer and Mimi's Minis, relating to the introduction of staff to you by Mimi's Minis.

1. Definitions and interpretation

"The Agency": Mimi's Minis.

"The Candidate": Any nanny, babysitter or tutor introduced.

"The Client": The employer to whom the Candidate is introduced.

"Engagement": The employment or use of the Candidate by the Client or any third party on a temporary basis.

"Introduction": Any details of a Candidate given to the Client or third Party by email, post, telephone, in person or other means.

"Placement Fee": the fee payable by the Client to the Agency for an "Introduction" resulting in an engagement.

"Registration Fee": A yearly fee of £100.00 payable after the Trial Period.

"Travelling Expenses": The expense of taking children out by nannies or babysitters payable by the Client to the Candidate to include taxi fares for babysitters to go home after midnight.

"Trial Period": The initial period of 7 days.

"Fee payable" as set out in 3.7 or 6.3 is £500.00

2. Contract

2.1 These Terms and Conditions apply to all contracts for the Placement of any Candidate by the Agency to the Client.

2.2 These Terms and Conditions are deemed to be accepted by or on behalf of the Client when a placement is made. Any changes will be agreed in writing.

2.3 These terms and conditions are deemed to be accepted on or behalf of the Nanny when a placement is made. Any changes will be agreed in writing.

3. Clients (families) Obligations/Responsibilities

3.1 The Clients acknowledge that the Agency operates as an employment agency providing an introductory service.

- 3.2 The Client is responsible for deciding to appoint a Candidate and for ensuring that reference and other relevant checking is to their satisfaction before commencing with any form of employment.
- 3.3 The Client is fully responsible for the payment of the appropriate and agreed remuneration for any Candidate employed.
- 3.4 Written or verbal communication supplied by the Agency shall be confidential. If the Client supplies information to a third party which results in an Engagement, these terms and conditions shall apply accordingly and the Client will be liable to pay the full Placement fees.
- 3.5 The Client is obligated to immediately inform the Agency if a Candidate is introduced by the Agency who has already been introduced by a third party. If the Client does not so inform the Agency then it will be presumed that the Introduction has been made by the Agency and the relevant Agency fee will become payable.
- 3.6 The Client agrees to not take on a Candidate via a third party (other agency, web site or similar) if the Candidate was introduced by the Agency first. If the Client does, the relevant Agency fee will become payable.
- 3.7 The Client shall notify The Agency immediately if a Candidate introduced or supplied by the Agency (either verbally or in writing) is engaged by the Client without reference to the Agency. The Client agrees to pay an introduction fee equal to £500.00.
- 3.8 The Client will provide the agency with suitable proof of address and ID.

4. The Candidate

- 4.1 The Candidate will provide documentation that is current, true and accurate. This covers any documentation requested by the Agency or the Client including referees, identification and qualifications.
- 4.2 The Candidate and the Agency agree that there is no employer/employee relationship between them.
- 4.3 The Candidate agrees to conduct himself or herself properly as a representative of the Agency.
- 4.4 The Agency has the right to terminate their agreement with the candidate for any reason. This includes but is not limited to supplying false information, unprofessional conduct, substance abuse, no showing, bypassing and misrepresentation of the Agency.
- 4.5 The Candidate is not obligated to work for Client and may request an alternative placement at their discretion.

- 4.6 The Candidate hereby releases the Agency from all Claims and liabilities, injuries, damages and actions resulting from the actions of the Agency and the release of information by the Agency.
- 4.7 The Candidate agrees to always inform the agency of the days and hours worked when employed via us and to always inform us if contacted by a client previously introduced by the agency so the client can be invoiced.

5. The Agency

- 5.1 The Agency undertakes to introduce Candidates to the Client based on their required criteria, the Agency cannot be held responsible for any event arising from the engagement of a candidate nor for the final assessment of the Candidate.
- 5.2 The Agency cannot be held responsible for any events caused by the Candidate even if the action is negligent, fraudulent or reveals any dishonesty. This includes but is not limited to loss, damage, delay, inconvenience, problems, death, injuries or accidents incurred/ suffered by the Client or the Client's family, employees or assets directly or indirectly during the introduction or employment of the Candidate.
- 5.3 The Agency cannot be held liable for guaranteeing the integrity, reliability or honesty of the Candidate; this is the ultimate responsibility of the Client.
- 5.4 The Agency does not employ the Candidate directly or indirectly. Candidates will always be employed by the Client and at the Client's discretion.

6. Fees

- 6.1 Fees are payable to the Agency on the acceptance, either verbally or in writing by a Candidate of a position with the Client and not at the commencement of the employment. It is the Client's full responsibility to inform the Agency if a Candidate has been offered employment by it.
- 6.2 If a Candidate introduced by the Agency is rejected by the Client, a fee will be payable if the candidate is employed by the Client at any time within five years of the introduction.
- 6.3 If a temporary placement becomes a permanent placement it is the Client's full responsibility to inform the Agency. The fee of £500.00 shall apply and will be payable within five working days of an invoice being issued by the Agency.
- 6.4 Fees shall apply according to the Agency fees on the website. The Client shall be informed of any changes, which may apply to these.

- 6.5 Full Agency Fees will become payable when a Candidate introduced by us is offered and accepts the job (verbal or written) for a position and not at the commencement of employment. Payment via bank transfer or deposit.
- 6.6 Once the candidate is offered placement with working days agreed with us, the client will be invoiced and our service has been completed. There will not be any modification on our temporary fees if the client changes its mind. Payment will be in one working day for temporary placements.
- 6.7 After the Trial Period the Client must pay the Agency the Registration Fee which is reviewed annually.
- 6.8 The Client shall be responsible for paying the Travelling Expenses incurred during working hours directly to the Candidate.

7. Liability

- 7.1 The Agency shall not be liable under any circumstances for any loss, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected to the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from any failure of the Agency to introduce any Candidate. For the avoidance of any doubt, the Agency does not exclude any liability for death, personal injury arising from its own negligence.
- 7.2 The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including child carers.

8. General

- 8.1 The Agency reserves the right to refuse to represent a Client at any time
- 8.2 The Agency reserves the right to change or add to these terms and conditions without prior notification.

9. Law

- 9.1 These Terms and Conditions of Business are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.