

TERMS & CONDITIONS OF BUSINESS OF NANNY SOLUTIONS (“THE COMPANY”)

Terms and conditions of business for the introduction of nannies and maternity nurses (“Candidates”) who will be directly employed by the employing family (“the Client”).

The terms and conditions on which the Company transacts business are set out below.

These terms and conditions are legally binding. It is important that they are read carefully.

These terms and conditions may only be varied pursuant to a written agreement between the Company and the Client.

- 1) The Client is required to register with the Company and is thereafter deemed to have accepted and agreed to the within terms and conditions. The Client agrees that it will:
 - a) notify the Company immediately a job offer is accepted by a Candidate,
 - b) pay the appropriate fees as set out below to the Company within seven days of the date of the invoice.
- 2) A non-refundable registration fee of 85 Euro (VAT Inclusive) is payable by the Client to the Company.
- 3) The fee payable to the Company by the Client for the introduction of a Candidate to the Client is as set out below:
 - i) PLACEMENTS
 - a) FULL / PART TIME PERMANENT: 10% of the Candidate’s gross annual salary + VAT.
 - b) TEMPORARY: 25 Euro + VAT per day.
100 Euro + VAT per week.
 - c) MATERNITY: 15 Euro + VAT per shift (nights/days).
90 Euro + VAT per 6 day/24 hour week.
 - ii) PLACEMENTS OUTSIDE IRELAND
 - a) FULL / PART TIME PERMANENT: 18% of the Candidate’s gross annual salary + VAT.
 - b) MATERNITY/TEMPORARY: 120 Euro + VAT per week.
- 4) If a baby is overdue, the Client agrees that the Candidate will be retained on 50% of the agreed salary from the original date of booking in order to secure the services. The full fee remains payable to the agency within 7 days of the issue of the invoice.

If the Candidate is unavailable to finish the placement the Company will seek to find a replacement.

- 5) If the Client terminates the employment of a Candidates for whatever reason and subsequently employs the same candidate within a period of 6 months from the date of termination of employment, then the full placement fee is payable by the Client for the full period of the earlier placement, that is, unless the period of the new appointment runs concurrently with the earlier placement period.
- 6) Where the Client is seeking the placement of a full/part time permanent Candidate and the Company is only able to place a temporary Candidate due to the lack of availability or suitability to the Client of a full/part time Candidate, the temporary placement fee in accordance with Clause 3(i)(b) will be due and payable by the Client to the Company.
- 7) Where a full/ part time permanent Candidate leaves the employment of the Client within six months of commencement of employment and the full placement fee has been paid by the Client to the Company, a further full/part time permanent fee will not be charged by the Company to place another full/part time Candidate. Where a full/part time Candidate leaves the employment of the Client at any time after 6 months of commencement of employment, a further full/part time permanent fee will become due by the Client to the Company for the placement of another full/part time Candidate.
- 8) REFUND POLICY
 - a) A full refund of placement fees paid will be made by the Company to the Client where a Candidate fails to take up employment with the Client and a suitable replacement Candidate is not found by the Company within 1 month of the original contract commencement date.
 - b) A full refund of placement fees paid will be made where a birth occurs before the booked date, and the chosen Candidate is unable to fulfil either all or part of the placement and the Company is unable to offer a replacement
 - c) A full refund of the placement fees paid will be made in the case of a miscarriage.
 - d) A full refund of placement fees paid will be made in the case of a stillbirth.
 - e) Where a full/part time Candidate leaves the employment of the Client (through no fault of the Company) at any time up to three months and a suitable replacement is not found by the Company within 1 month of receipt of written notification by the Client to the Company (which notification must be furnished within 2 days of the termination of employment) then the full/part time placement fees paid will be offset against the temporary placement fees which will become due in

accordance with clause 3 for the period of time that any full/part time Candidate is employed by the Client and the difference will be refunded by the Company to the Client.

- 9) There will be no refund payable by the Company in the following circumstances:
 - a) where the Client requests that no replacement Candidate be found;
 - b) where the Client makes other arrangements while the Company is seeking a replacement for the Client at the request of the Client.

- 10) The Company does not give any guarantee in relation to the suitability of the Candidate. While the Company will take all reasonable steps to ensure the suitability of the Candidate to a required position; it is incumbent on the Client to satisfy itself in respect of all references provided by the Candidate and to satisfy itself as to the suitability/qualification of the Candidate prior to employment. The Client should also ensure that the Candidate complies with any medical and/or other requirements under law.

- 11) The Client will enter into a contract of employment with the Candidate placed. The Client will be the employer and will be responsible for the payment of salary to the Candidate/employee and will comply with all legal requirements and entitlements applicable to the Candidate. The Company will not be responsible in any way for the employment contract or the terms and conditions of employment entered into by the Client/employer with the Candidate/employee. The payment of all necessary insurances will be the responsibility of the Client.

- 12) In the case of Clients who are living outside Ireland, the Client will be responsible for ensuring that all tax, medical and legal requirements and qualifications as are necessary to comply with the employment legislation in the relevant country are satisfied. The Client will also ensure that a work permit is obtained for the employee if required.

- 13) The full/part time placement fee will be payable by the Client should the Client cancel the engagement within 2 weeks from the agreed commencement date.

- 14) When a Candidate has been accepted by the Client as being suitable for employment and the Company has been informed, an invoice will be raised. Payment to the Company is due within seven days of the issue of an invoice and before the commencement of employment. In the case of placements

outside Ireland, payment is due seven days prior to the departure date of the employee to take up the employment.

- 15) In the case of placement of maternity nurses/temporary placements, if a Candidate/employee returns to the Client for any further term of employment, this is treated by the Company as an entirely new placement and the full fees as outlined at Clause 3 are payable by the Client.
- 16) Where a Candidate has to attend outside Dublin for interview, the Client is required to reimburse all reasonable travelling expenses incurred by the Candidate.
- 17) If the Client or a member of the Client's staff or any associate of the Client passes on an introduction of a Candidate to a third party within six months of the introduction of that Candidate to the Client, which introduction results in an engagement of the Candidate by the third party, the Client is liable to inform the Company of the introduction so that the Candidate can be placed with the new employer in accordance with the Company's terms and conditions of business.
- 18) The Company does not accept responsibility and shall not be liable for any loss, liability, damage, costs, claims, expenses incurred by the Client howsoever arising from or connected with an introduction, engagement or otherwise, by the Company of a Candidate or its provision of services, including, but not limited to consequential loss or other loss, however arising, suffered or incurred.
- 19) These terms of business are subject to the exclusive jurisdiction of the Irish Courts and all disputes arising out of or in connection therewith shall be determined in accordance with Irish law.
- 20) In the event of a conflict of interpretation of these terms and conditions with any other Company terms, the within terms will be deemed to be the terms and conditions of business of the Company.



nannysolutions

4 Lwr Ormond Quay, Dublin 1, Ireland. Tel: 01-8734364. Fax: 01-8730335