

## **TERMS AND CONDITIONS**

Nanny Agency Portugal develops its activity based on the conditions set out in this document. In order to protect your interests, read this document carefully.

### **1. Definitions**

1.1. Under these "Terms and Conditions", the following words shall have the following meanings:

- a) "Agency": Nanny Agency Portugal, the company that provides child care services to its Clients, through its Candidates.
- b) "Client": a person, firm or corporation that contracts the services provided by the Agency under the terms defined in the Contract of Services to be entered into with the Agency.
- c) "Candidate": a person who provides the child care services to the Agency's Clients under the terms and conditions defined in the Agreement to be entered into with the Agency.
- d) "Contract of Services": a written agreement to be entered into between the Agency and the Client regulating the provision of the child care services by the Agency for the Client.
- e) "Agreement": the agreement to be entered into between the Agency and the Candidate, regulating the terms for the provision of child care services by the Candidate for the Agency's Clients.
- f) "Provision of Child Care Services": includes the services provided by the Agency to its Clients, through the Candidates; the scope of these services shall be defined in detail in the Contract of Services to be entered into between the Agency and the Client and in the Agreement entered into by the Agency and the Candidate.

1.2. Unless otherwise specified, under the current "Terms and Conditions, words in singular include the plural and vice versa and references to any gender shall include the other gender.

### **2. Overview**

2.1. The present "Terms and Conditions" refer to the services to be provided by the Agency under the Provision of Services Contract with the Clients, and the services to be provided by Candidates under the Agreement to be entered into with the Agency.

2.2. The present "Terms and Conditions" are applicable to all aspects of all contracts or agreements to be entered into verbally or in writing, between the Agency and the Clients and between the Agency and Candidates.

2.3. Any amendment to the present "Terms and Conditions" will only be valid if approved, in writing, by the Agency.

2.4. The Agency reserves the right to modify or amend the present "Terms and Conditions" and shall inform the Clients and the Candidates in writing of these changes with a minimum of 30 days' notice.

2.5. Any modification or addition to the present "Terms and Conditions" shall only be valid if the written document signed by the parties, expressly includes the amended clauses.

2.6. If any provision of the present "Terms and Conditions" is found to be illegal, invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not prejudice the application of the remaining provisions herein, to the extent that they are valid, legal and enforceable.

### **3. Agency Responsibilities**

3.1. The Agency will take all reasonable steps to introduce Candidates to the Client who are of sound character, honest and reliable but cannot be held responsible for the conduct of a Candidate.

3.2. The Agency endeavours to ensure the suitability of the Candidate based on the information the Client has provided but the Agency does not guarantee the suitability of any Candidate introduced to the Client and makes no warranty or representation expressed or implied in respect of any Candidate. The final decision to employ a candidate is the sole responsibility of the Client.

3.3. The Client shall therefore satisfy themselves as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate and/or the Agency before employing a Candidate. The Agency does not accept any liability for any inconvenience, damage or loss arising whether caused directly or indirectly from any act or omission of a Candidate introduced to the Client by the Agency. The Agency offers no warranty for a Candidates character, honesty, reliability, suitability or capacity.

3.4. The Agency can provide for the Client and the Candidate a draft standard Contract of Employment but makes no representations whatsoever in relation to that document and cannot provide any legal advice to either party as to its content or the terms of employment between the Client and the Candidate or in fact any terms and conditions therein.

3.5. During the selection process of the Candidate to be presented to the Client, the Agency takes responsibility for assessing the Candidate's qualifications, references and experience, gathering all the information deemed necessary.

### **4. Client Responsibilities**

4.1. Clients and Candidates must complete the online Registration Form to be accepted as clients. If this is not possible, they need to sign the Terms and Conditions and return them to the Agency, before they are accepted and taken on our books. If registering online, filling the online registration form constitutes confirmation of acceptance of the Agency's Term's & Conditions.

4.2. The Client shall ensure that all the information it provides to the Agency is true and correct.

4.3. The Client is responsible for verifying that the Candidates presented by the Agency meet the qualifications, skills and experience necessary to perform the desired services.

4.4. For the purposes of the preceding paragraphs, the Client has the right to access all information gathered on the Candidates selected by the Agency, will have the opportunity to interview them and will be responsible for choosing and hiring one.

4.5. The Client is responsible for reporting any complaint regarding the Candidate's performance carrying out the services defined in the Services Provision Contract, to the Client, within five days following the date of the event that originated it.

4.6. The Client shall inform the Agency of the decision to terminate the provision of services by the Agency, at least 30 days before the termination.

4.7. The Client agrees to comply with other obligations resulting from the Services Provision contract entered into with the Agency.

## **5. Client's Rights & Obligations**

5.1. The Client is solely responsible for the suitability of the Candidate and it is purely his/her decision to employ or to interview the Candidate.

5.2. The Client agrees to notify the Agency if the nature of employment of the Candidate changes in any way during the first six months from commencement and agrees to pay an additional fee (standard fee for such service minus placement fees already paid) should there be an increase in working hours or days of work originally required when the Candidate started the employment.

5.3. The Client is solely responsible for ensuring that the Candidate is eligible to work in the Client's country and for obtaining and paying for any relevant work permits/visas/immigration requirements that may be necessary and for arranging any medical examinations or investigations into the medical history and health insurance where applicable.

5.4. If the position of employment is temporary and the Candidate subsequently re-joins the Client at any time in the future after the agreed period for further employment, the Client undertakes to inform the Agency and pay the relevant placement fee again. Should the original length of temporary employment be extended; the Client must notify the Agency and is required to pay an additional fee.

5.5. Clients agree not to disclose any introductions of Candidates to third parties. The personal and contact details of Candidates shall be kept strictly confidential by Clients. Any breach of this undertaking resulting in the employment of a Candidate by a third party renders the Client liable for full payment of the Agency's placement fee.

5.6. The Client is responsible for paying the Candidate an agreed salary for any trial hours requested in order to assess the suitability of the Candidate.

## **6. Candidate Responsibilities**

6.1. The Candidate shall ensure that all information provided to the Agency shall be true and correct.

6.2. The Candidate undertakes to carry out the services set out in the Agreement, entered into with the Agency, for the Clients indicated by the Agency.

6.3. The Candidate agrees to comply with other obligations under the Agreement to be entered into with the Agency, including attending the courses and training under the conditions defined therein.

6.4 The Candidate agrees not to disclose the following information to prospective clients (parents) at the interview stage: full name, phone number, email address, postal address or any other forms of contact enabling the Client to contact Candidate directly.

6.5. The Candidate cannot work for other clients using the Royal Nannies Agency name and reputation.

6.6. The Candidate must notify the Agency immediately should he/she be offered employment directly or indirectly through the Client or should the client contact the Candidate directly without Agency's permission.

## **7. Remuneration payable by the Client to the Candidate**

7.1. The amount payable for the services to be provided by Candidates will be defined in the Service Provision Agreement to be entered into between the Agency and the Clients.

7.2. The remuneration payable for services provided by the Candidates will be agreed by the Clients with the Agency under the terms and deadlines to be defined in the Service Provision Contract.

## **8. Remuneration payable by the Agency to Candidates**

8.1. The Agency will pay the Candidate's remuneration directly in cases of holiday nanny, temporary nanny and 90-day experience trial for full-time candidates.

8.2. The amount due for the services mentioned in 8.1. provided by the Candidates are set out in the Agreement to be entered into between the Agency and the Candidate.

8.3. It is not up to the Client, at any time, to define Candidates' remuneration.

## **9. Fees payable by the Client to the Agency**

9.1. All fees are worked on the value of the salary and are one off payment.

Nanny Full time/ Live in/live out

Portugal | The value of one salary.

Overseas | The value of 1.5 salary.

Temporary Nanny

Portugal | €100 per week

Overseas | €120 per week

Part time Nanny

Minimum 12 hours per week | €180

Maximum 25 hours per week | €450

Nanny Nurse

24 hour care €200 per week

Night Nurse | €180 per week

All fees are exclusive of 6% VAT

9.2. The Agency Fee is payable to the Agency immediately an Applicant accepts employment with the Client as the result of an Introduction.

9.3. The Agency Fee is payable by the Client within seven days from the date of invoice.

9.4. In the event of late payment the Client shall pay interest on the amount of the Agency Fee outstanding.

9.5. The Client shall be liable for and shall indemnify the Agency against all costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Client by the Agency to obtain payment of outstanding Agency Fees and interest.

9.6. If the Client cancels a confirmed booking less than fourteen days prior to the agreed commencement date the Client shall pay the full Agency Fee payable in respect of such booking and one week's agreed salary for the Applicant to the Agency.

9.7. The Client shall pay to the Candidate reasonable travelling expenses for the Candidates attending interview with the Client, subject to agreement before the interview by both parties.

#### **10. Free Replacement/Refund Policy**

10.1. These provisions shall only apply if the Client has paid the appropriate Agency Fee and any other charges under this agreement in full prior to commencement of employment.

10.2. The Agency fees are non-refundable. If the Applicant leaves the employment of the Client within 90 days of commencing such employment the Agency will provide one replacement provided the invoice was paid in full within 7 days of receipt or prior to the commencement of employment and the working conditions of the original job specification have not changed. The Agency is obliged to provide the client with up to 3 candidates. The Agency has the obligation to provide these candidate profiles within two months of notification. The agency is not liable and has no obligation to offer a replacement or any refund if the client does not want to engage any of the potential candidates.

10.3. Once the Client advises the agency to look for a replacement Candidate and then finds a new Candidate via another source, the Agency will not offer any further replacements.

10.4. If the Applicant does not commence employment with the Client after accepting employment in writing the Client will receive a full refund.

#### **11. Cancellation Fee**

11.1 If after an offer of Engagement has been made to the Candidate and accepted (either verbally or in writing) and the Client decides for any reason to withdraw from the agreement the Client shall be liable as follows:

(a) If the due start date is 14 days or less from date of cancellation the full fee is payable to the Agency plus one week's salary to the Candidate

(b) If the due start date is 15 days or over from the start date then 50% of the full fee is payable to the Agency.

11.2 There will be no charge if the Candidate cancels the Engagement before the commencement date.

#### **12. Confidentiality**

12.1. All communication, verbal or written, between the Client and the Agency and between the Candidate and the Agency, is confidential.

12.2. The introduction of Candidates to Clients is conducted on an individual basis and all information provided during this meeting is also confidential.

### **13. Data Protection**

13.1. The Client hereby allows the Agency to collect, store and process his/her personal data by Agency.

13.2. The Agency undertakes to comply with Personal Data Protection laws and other regulations that are intended to protect the processing of personal data, public freedom and fundamental rights of natural and legal persons, and especially personal and family honour and privacy.

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### **14. Jurisdiction**

14.1. For the resolution of any dispute arising from the Services Provision Contract between the Agency and the Clients, the District Court of Lisbon has exclusive jurisdiction, with express waiver of any other.