

Choices Direct

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Company registered in England and Wales, Reg no: 7441705

TERMS AND CONDITIONS OF BUSINESS

"**THE AGENCY**" refers to **Choices Direct Ltd.**

"**THE CLIENT**" refers to a person who appoints The **Agency** to introduce them to Au pair/Mother's help/ Nanny Candidates.

1. These terms apply to all contracts or agreements made between The **Client** and **Choices-Direct Ltd** and are deemed accepted through completion of a Family Profile or registration.
2. **Choices Direct Ltd** acts as an Agent for introductions and does not employ candidates.
3. The **Client** confirms that all information supplied to **Choices Direct Ltd** is honest, correct and complete. By providing data, The **Client** consents to the processing of data in accordance with the Safety and Privacy Statement.
4. **Choices Direct Ltd** will activate The **Client's** profile after their registration is complete. The **Agency** supplies details of selected candidate(s) to The **Client**. If no relevant candidates are available at the time of registration, then details will be provided as soon as possible. The **Client** can interview some or all of the candidates supplied.
5. A placement fee becomes due the moment that The **Client** confirms one of the candidates. **Choices Direct Ltd** will e-mail The **Client** an invoice for the placement fee and payment should be made within maximum three days from the date the invoice was issued. Should the fees be paid later than three days, then they will be subject to revocation to any discounts given for early payment and may affect your entitlement to free replacement and refunds. Please ensure that your bill is paid on time.
6. Our fee includes a FREE six weeks replacement guarantee. (Not applicable on Summer placements)
7. In the event of a candidate needing to leave during the guarantee period, either for personal reasons or due to unsuitability, The **Client** must notify **Choices Direct Ltd** in writing immediately stating the reasons.
8. The **Agency** cannot guarantee that a suitable candidate is available for immediate replacement but existing **Clients** are always given priority. Should no suitable

replacement be offered within six weeks of written report, a refund may be applied, subject to a £165 administration fee. Refunds/replacements are subject to punctual payment of full Fee. No refunds are payable where the client requests that no replacement be found.

Unreasonable rejection of replacement candidates may result in delays and will not entitle customer to refund.

If there are reasonable grounds to consider either breach of contract (see family obligations below) or the family's treatment of the candidate to be unsatisfactory or material deviation from the role agreed with the agency, no refund or replacement will be offered. The decision of **Choices Direct** will be final in this respect.

9. Upon expiry of the guarantee period it is agreed that the engagement is satisfactory and that The **Agency's** obligations have been fulfilled. If the candidate leaves after the guarantee period, agency fees apply for further placements.
 10. In the unlikely event that the candidate decides to cancel after initial acceptance the agency will find a replacement as per replacement guarantee. If the **Client** decides to cancel after the candidate has accepted, the placement fee still applies. No refund can be made should the **Client** retain the services of a candidate considered unsuitable. Visa delay is not a valid reason for a replacement or refund.
 11. **Choices Direct Ltd** acts as an Agent for introductions and does not employ the candidate. Every effort is made by **Choices Direct Ltd** to ensure that candidates introduced to The **Client** are suitable for the position offered. It is the responsibility of The **Client** to check references and to be satisfied as to the suitability of the Candidate.
 12. **Choices Direct Ltd** does not accept responsibility for any loss, damage, expense or injury resulting from an introduction. The **Agency** advises both the candidate and the host family to take out appropriate insurance.
 13. The **Agency** shall not be responsible or liable for any breach by the candidate of the terms of engagement or for any other act or omission whether wilful, negligent or otherwise.
 14. The **Client** must ensure sufficient funds are available to settle the placement fee and to pay weekly pocket money. Any related charges are payable by the customer.
 15. These terms are subject to English law and to the exclusive jurisdiction of the English courts.
- The **Client** must accept the obligations of being a host family.
16. Should you wish to renew the contract, a renewal fee will be applicable and you should inform the agency in advance.
 17. In order to prove my identity, I agree to provide a copy of my ID or a proof of address.

18. OBLIGATIONS OF A HOST FAMILY

Provide your candidate with :

- A written agreement (**Choices Direct Ltd** provides a sample) signed by both parties prior to or on start date in line with role agreed with agency.
- Time to settle in with your guidance, training and support.
- Clear written guidance on what is expected in line with role agreed with agency.
- Full board.
- Fully furnished room with heating which will be inclusive of utility charges.
- Meals - The host family will provide all meals for the candidate free of charge.
- Pocket money / Salary paid weekly (according to contract with the candidate).
- Time-off and support to attend appropriate language classes if required by the candidate.
- A warm welcome as part of the family.
- Airport collection. If this is not possible the family will reimburse the travelling expenses incurred by the candidate from the airport (or other places i.e. train station) to the families residence.
- A minimum of one week's paid holiday for every six months with the family.
- Two weeks paid notice (live-in).
- Driving assessment + lessons if candidate is required to drive; access to insured and safe vehicle.
- Extra money for extra help.

If a family fails to comply with the 'obligations of a host family' we reserve the right to terminate the candidate's placement.

If the family wishes to terminate the contract, minimum of 14 days of written notice is required except in case of misconduct or breach of the contract.

Dismissal without required notice will result in forfeiture of any credit or refund due. Costs incurred by the candidate or by the Agency on the candidate's behalf will be charged to the client (e.g. pocket money / salary in lieu of notice, accommodation, and transportation). We expect host families to respect the recommendations provided in the practical guide 'what is an au pair/mother's help/nanny on our website.

Fees & terms are subject to change without prior notice.

All information is presented in good faith and on the basis that Choices Direct Ltd nor their agents or employees, are liable (whether by reason of error, omission, negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occurred or may occur in relation to that person taking or not taking (as the case may be) action in respect of any statement, information or advice given in our material.

SCALE OF FEES

Period	Au Pair	Au-pair plus	Mother's Help (live in / live out)
Summer applicants	£ 120.00	£130.00	£150.00
3-6 Months	£ 250.00	£275.00	£325.00
6-9 Months	£ 295.00	£350.00	£495.00
9-12 Months	£ 375.00	£425.00	£595.00
Over 12 months	£485.00	£525.00	£695.00

Nanny / Maternity Nurse Placement Fees

Temporary (up to 6 Months)	£ 495.00
Permanent(over 6 months)	4 weeks of the salary charged at a minimum rate of £180 per week

Native English Speaking

Up to 3 Months	£195.00
3-6 Months	£395.00
6-9 Months	£595.00
9-12 Months	£695.00

Domestic cleaners/ Professional cleaners/ Commercial cleaners/ Baby sitters

Booking fee (For more than a week and up to 2 months)	£ 20.00
Full time (between 2-6 months)	£ 150.00
Part time (between 2-6 months)	£ 95.00
6-12 Months (part-time or full time)	£195.00
Live In Housekeeper	£ 295.00
Rate	£ 7-16 per hour

This is to confirm that I agree to the above Terms and Conditions of business. I have completed the relevant application form which is true and accurate in its contents.

Name of Client:

Address:.....
.....

Signature:.....

Date:.....

Who recommended our Agency?.....

Recommend a friend & receive £50.00 on successful completion of their file on your next booking.