



## **My Mary Poppins Ltd T/A My Travelling Nanny**

### **Terms and Conditions for the Introduction of Nannies**

#### **1. Our Services**

- 1.1 My Mary Poppins is an introduction agency ("The Agency", "us", "we") that introduces Holiday Nannies (the "Nanny" or "Holiday Nanny") to a Client ("client" or "you") for travelling with the Client's family on their holidays (when My Mary Poppins trades as My Travelling Nanny).
- 1.2 The Nanny shall be an independent contractor, and the relationship of the Client and the Nanny shall in no event be construed to be that of principal and agent or employer and employee or master and servant, unless otherwise agreed in writing.
- 1.3 As an independent contractor, the Nanny shall be responsible for the payment of any applicable taxes due by any applicable governmental or tax authority.
- 1.4 The terms and conditions under which you contract the Nanny shall be by means of our standard agreements, namely the Agreement for Holiday Nanny Services ("AHNS") (a copy of the applicable agreement having been provided to you) unless you request, and we agree in writing, specifically otherwise.
- 1.5 If you become the Employer of the Nanny at a future date, you will be solely responsible for the payment of any applicable taxes due by you by any applicable governmental or tax authority associated with such employment and for all the Nanny's employment rights, and you will indemnify and hold us harmless from any claims, suits, costs (including legal costs), expenses, liabilities, judgements, fines, penalties and demands for loss of damage, including any and all expenses, disbursements, costs, legal fees and sums and amounts as may be incurred in the investigations, handling a defence thereof, resulting from or in any way connected with any such tax or employment assessment or claim.

#### **2. Introductions**

- 2.1 You are solely responsible for providing us with detailed information about your requirements before we source a Nanny to introduce to you.
- 2.2 Before we introduce a Nanny to you, you agree to accept the terms and conditions contained within this Contract and to pay us the fees as detailed below in Clause 4.
- 2.3 We have a strict policy of confidentiality and you must not pass on the details of any Nanny introduced by us to any other person. If you do pass on details of any Nanny introduced by us to another person, you agree to pay the fees detailed below in the event that any third party to whom the Nanny's details have been disclosed engages the Nanny.
- 2.4 We shall be deemed to have introduced a Nanny to you when we submit you with a Nanny's name and/or details, either directly or indirectly, orally or in writing, and whether or not our submission is unsolicited or in response to a specific request.
- 2.5 In the event that you agree to contract a Nanny introduced by us, then you agree to contract the Nanny using the AHNS (as applicable or as otherwise agreed) and pay the agreed fees as set out on our website from time to time or as otherwise set out in writing by us.
- 2.6 You agree to notify us immediately in the event that you engage any Nanny, whether or not introduced by us, and you must not contact any Nanny introduced by us to engage them directly. In the event that you do so, you will be liable for our fees as detailed below in Clause 4.

#### **3. The Nannies**

- 3.1 The Agency will take all reasonable steps to introduce Holiday Nannies who are of sound character, honest and reliable but cannot be held responsible for the conduct of the Nanny.
- 3.2 It is the Agencies standard procedure that we request and check the Nannies, CRB Disclosure, up-to-date CV, 2 references, proof of ID and proof of qualifications. The Agency also endeavours to have a face-to-face interview with the Nanny before introducing them to the Client. In cases where this is not possible, a Telephone or Skype Interview will take place, and the Client will be informed of this.
- 3.3 We supply three different types of Nanny as detailed below:
  - Standard/Student Nanny: has at least 1 year's verifiable childcare experience, is 19 years of age or older, is a fluent English speaker, has appropriate current CRB checks, has first aid experience/qualifications and has had checked references;

- Qualified Nanny: qualified and checked as the Standard/Student Nanny, with the addition of a nanny qualification (e.g. OFSTED registered, CACHE, BTEC, NVQ, NNEB, etc.);
- Teacher Nanny: qualified and checked as the Qualified Nanny, with the addition of a teaching qualification (e.g. PGCE, Montessori Diploma, etc.)

#### 4. Price and Payment

- 4.1 Having placed a booking with us for a Nanny we have introduced to you, we will take a payment of 50% of the total fees, which will have been outlined either verbally or in writing by the agency, with the outstanding balance payable no later than 21 days prior to your departure on holiday.
- 4.2 If you do not pay our fees on or before the due dates, then the booking will not be accepted and the Nanny will be unable to either travel with you.
- 4.3 If we accept a booking 21 days or less prior to either departure on holiday, then we will require payment of the fees in full upon taking the booking.
- 4.4 We arrange working travel insurance for the Nanny which will be added to the final invoice, at an approximate cost of £10.
- 4.5 We recommend to all Clients that a Nanny is interviewed prior to acceptance. We will facilitate any such interview and will make arrangements on your behalf. You will, however, be responsible for paying, directly to the Nanny as described below, the Nanny's reasonable travel costs in advance of the interview. As detailed above, any such interview will constitute an introduction for the purposes of this Contract and, if you contract the Nanny thereafter, our fees will be payable in full.
- 4.6 The Nanny will provide childcare services and/or babysitting duties as agreed in the AHNS.
- 4.7 The fees payable to us include the charges payable to the Nanny. We will pay the Nanny the fees due to them as agreed in writing on your behalf.
- 4.8 You agree not to pay the Nanny directly. The only exceptions to this are:
  - a) the reimbursement of any documented day-to-day expenses; or
  - b) if you request, and the Nanny agrees, to perform additional babysitting duties outwith any which are part of our package and which shall be payable at £8 per hour; or
  - c) the payment, in advance, of the Nanny's reasonable travel expenses to an interview as described above.

#### 5. Employment or Engagement of the Nanny

- 5.1 If you employ or independently contract a Nanny introduced by us for any purposes other than as agreed with us at any time, you agree to pay a one-off fee to us of £300-£500 (depending on whether the Nanny is a Standard, Qualified or Teacher Nanny).

#### 6. Liability

- 6.1 We will not be liable to you for any direct, indirect, special or consequential loss you may suffer arising out of or in connection with the provision of any services pursuant to these terms. Direct, indirect, special or inconsequential loss means losses such as loss of profit, lost opportunity or lost reputation, losses resulting from failure to meet other commitments or abandonment by the Nanny, whether or not foreseen at the date that this Contract is agreed. Our liability to you in relation to any financial losses suffered by you under this Article, with the exception of abandonment by the Nanny, shall not exceed the charges payable by you for our services. In the event of abandonment by the Nanny, we cannot guarantee a replacement Nanny to be supplied and our fees will not be repayable to you.
- 6.2 Nothing in these terms will exclude our liability for death or personal injury arising as a result of our negligence.
- 6.3 We agree to perform the checks stated in Article 3.1 above, and shall not be obliged to carry out any further background checks on any Nanny introduced to you.
- 6.4 We cannot guarantee the suitability of any Nanny introduced to you and we will not be liable for the acts or omissions of the Nanny during the course of, or after, their contract with you. You are therefore advised to make sure you are satisfied with the Nanny before engaging them.
- 6.5 If you believe the Nanny has breached the terms of the AHNS, we will not accept any responsibility and you will be responsible for recovering any fees from the Nanny directly.
- 6.6 We recommend to Clients that a Nanny's liability is insured. If you require that the liability of the Nanny is insured, then this must be agreed directly with the Nanny, and we shall accept no responsibility for arranging or paying for any such liability insurance.

7. Accommodation, Travel and Meals

- 7.1 It is recommended that a Holiday Nanny has an individual room and access to a bathroom. A Holiday Nanny may share a room with a child, as long as this is agreed in writing beforehand.
- 7.2 You will provide and pay for the Nanny's pre-booked return travel before departing for the holiday which the Nanny is entitled to use even in the event that you abandon or sack the Nanny whilst you are away on the holiday.
- 7.3 You will provide and pay for the Nanny's Travel expenses, accommodation, any day-to-day expenses and meals.
- 7.4 In the event that you dismiss a Nanny without providing pre-booked return travel, then we reserve the right to pay for such travel on your behalf and you will be liable to repay to us the full costs of such travel.
- 7.5 In all circumstances, the Nanny must not share a bed with a child.

8. Termination

- 8.1 Once we have confirmed your choice of Nanny introduced by us and taken your booking, you will be entitled to terminate the AHNS (as applicable) up to the date falling 21 days prior to your departure on holiday. In these circumstances you agree to forfeit the deposit payment to the agency.
- 8.2 If you terminate the booking 21 days or less prior to your departure on holiday, then our fees and charges will be payable in full and we will not refund any amounts already paid to you.
- 8.3 In the event that we are unable to provide you with your chosen introduced Nanny due to circumstances beyond our control prior to your departure on holiday, then we will endeavour to find a suitable alternative Nanny for you. If we are unable to provide you with a suitable alternative Nanny, then we will reimburse any and all fees paid by you, but we shall have no further liability to you.

9. General

- 9.1 This Contract shall be governed by and construed in accordance with the laws of England and the Parties hereto submit to the exclusive jurisdiction of the English Courts.
- 9.2 We shall hold such applicable insurances, such as professional indemnity, public liability and employers' liability insurance, as may be required of us by law.
- 9.3 This Contract constitutes the sole and entire agreement between the Parties and supersedes any and all previously agreed contracts between the Parties, unless otherwise agreed in this Contract. No amendment to or waiver of any of the terms and conditions of this Contract shall be binding upon either Party unless it is reduced to writing and signed by an authorised representative of that Party.
- 9.4 Failure by us at any time to enforce any one or more of the terms and conditions in this Contract shall not constitute a waiver of such terms.
- 9.5 We are an independent contractor and neither we nor any of our employees, agents or servants shall be deemed to be your employees, agents or servants.
- 9.6 Neither Party shall disclose to any party without the other Party's prior written consent, any information relating to this Contract.
- 9.7 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 9.8 We will be entitled to subcontract any of our rights or duties under these terms.
- 9.9 If any provision of this Contract shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and effect.
- 9.10 You are not entitled to withhold payment of any sum otherwise payable to us by reason of any set off or for damages.
- 9.11 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.
- 9.12 By signing above, you agree that you have read and understand these terms and conditions.