

# BESPOKE NANNIES LIMITED T/A HOLIDAY NANNY

## BOOKING FORM

Customer Name(s):	
Address:	
Child(ren)	Names and Ages:  <i>*Please note that the Nanny is only contracted and covered to look after the child(ren) specified in this paragraph – please contact us immediately if this information needs to be amended</i>
Nanny Name:	
Address	
Holiday	Destination: Duration and Dates:
Agreed Hours:	<b>Childcare:</b>  <b>Additional Babysitting: To be agreed between Family and Nanny at a standard rate of £8 an hour</b>
Days Off – this box must be specified	The Number of Days Off over the Holiday are xxx days. The agreed Day(s) Off is/are:  .....

Room arrangements:	<p>The Nanny will:</p> <p>(a) have her own bedroom</p> <p>(b) be sharing a bedroom with .....</p> <p>i Nannies will not share a room with more than one child</p> <p>ii If a Nanny is sharing a room with a child, the family will be charged by the agency a supplement of £125 pw, which will be passed on in full to the Nanny.</p> <p>iii If a child with whom the family wish the Nanny to share a bedroom is less than 6 months old, this will be classified as a position for a maternity nurse.</p>
Baby monitors:	<p>The Nanny will/will not be required to have a baby monitor in her room during the night (other than evening babysitting):</p> <p>i If you wish the Nanny to have a baby monitor in her bedroom during the night, there will be a charge by the agency at a supplement of £80pw, which will be passed on in full to the Nanny.</p> <p>ii If the child to whose room the monitor is linked is less than 6 months old, this will be classified as a position for a maternity nurse.</p>
Travel Insurance:	<p>Holiday Nanny will organise travel insurance through etravelinsurance and you will be invoiced for the cost of the insurance. We receive a 5% discount which will be passed on to you.</p>
Fees:	<p>Agency Fees:</p>

Bespoke Nannies Limited (“us” or “we”), will introduce a nanny to you the Customer (“you”) to provide nanny services during your holiday, subject always to the terms and conditions attached to this form.

**Please read all of the terms and conditions carefully.**

I/ we have read and accept the terms and conditions:

.....  
Signed

.....  
Signed

# BESPOKE NANNIES LIMITED

## TERMS AND CONDITIONS

### These Terms:

1. These terms will apply to all services provided by us, Bespoke Nannies Limited t/a Holiday Nanny, (“us” “we” or “Holiday Nanny”) to you, the customer or client (“you”) until expressly excluded in writing.
2. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except in writing signed by a director of Holiday Nanny.
3. These terms and conditions will prevail over any terms and conditions used by you or contained or set out or referred to in any documents sent by you to us. By entering into a contract with us you agree irrevocably to waive the application of any such terms and conditions.

### Introductions

4. If we introduce a nanny to you, you agree to accept these terms and conditions and to pay our fees as set out below.
5. A nanny is treated as “introduced” by us when we submit a nanny’s name or details to you directly or indirectly, orally or in writing whether or not our submission is unsolicited or in response to a specific request.
6. In the event that you engage a nanny introduced by us for any holiday then you agree to pay our charges as set out on the booking form or if a booking form has not been completed our standard charges as set out on our website from time to time.
7. You agree to notify us immediately in the event that you engage a nanny introduced by us and you **must not** contact any nanny introduced by us to engage them directly. If you do so you will be liable for our charges as set out below.
8. Our introductions are strictly confidential and you must not pass on details to any other person. If you do pass on details of a nanny introduced by us to another family or person you agree to pay our fees in the event of any third party to whom the candidate’s details have been disclosed engages the nanny.

### Price and Payment

9. Upon accepting a booking we will take 50% of the total fees payable by you for our services. The remainder will be payable no later than 28 days prior to your departure. If you do not pay our charges then the booking will not be accepted and the nanny will be unable to travel with you. If we accept a booking 28 days or less prior to departure then we will require payment of the total fees upon taking the booking. If before engaging a nanny you wish to interview them prior to your holiday, then you may do so and we will make arrangements on your behalf. However you will be responsible for paying the nanny's reasonable travel costs in advance for attendance at the meeting, which we will collect from you. Please note that any such meeting or

interview will constitute an 'introduction' for the purposes of this agreement, and, if you engage the nanny thereafter our fees will be payable in full.

10. You agree that any nanny supplied by us for your holiday will be engaged by you in accordance with our standard Nanny Services Agreement.
11. The fees payable to us include the charges payable to your nanny. We will pay the nanny the fees due to them under the Nanny Services Agreement on your behalf as your agent. You agree not to pay the nanny directly – except in relation to additional babysitting duties (which the nanny is not obliged to provide unless specifically requested as part of our package) and day to day expenses.
12. If you believe the nanny has breached the terms of the Nanny Services Agreement you will be responsible for recovering any fees from the nanny, we will not accept any responsibility.
13. Unless specified otherwise in the attached order form the nanny will provide childcare services for 45 hours per week (with an additional 14 hours of babysitting duties).

### **Nature of Our Services**

14. Any nanny introduced to you will be a self-employed contractor who will provide nanny services to you during your holiday. If you decide to engage a nanny for your holiday you agree to use our standard Nanny Services Agreement (a copy of which has been provided to you) unless we specifically agree otherwise in writing. If the nanny becomes your employee then you will be responsible for the payment of any applicable taxes and for any of the nanny's employment rights.
15. You are responsible for providing us with accurate information about your requirements before you engage a nanny.

### **Employment or Engagement of the Nanny**

16. **If you engage a nanny introduced by us for any purposes other than for the holiday specified in the Booking Form at any time following an Introduction by us you agree to pay a fee to us equal to 20% of the total annual remuneration of the introduced nanny. Total remuneration includes basic salary plus any bonuses, allowances or other benefits. The fee will be payable whether you engage the nanny as an employee or independent contractor.**
17. In the event that the nanny is employed for less than 12 months the 'total annual remuneration' will be equal to the total remuneration payable to the candidate during the term of the contract.
18. Our fees will be payable in full if you engage a nanny we have introduced to you for any holiday or part of a holiday, whether or not you have told us about the booking (and whether or not you have paid the nanny directly). This will apply both to the holiday specified in the Booking Form and to any future holidays at which an introduced nanny provides services to you.

### **Our Liability**

19. **We will not be liable to you for any indirect, special or consequential loss you may suffer arising out of or in connection with the provision of any services pursuant to these terms. Indirect, special or inconsequential loss means**

losses such as loss of profit, lost opportunity or lost reputation. Our liability to you in relation to any financial losses suffered by you shall not exceed the charges payable by you for our services.

20. We agree to check criminal records bureau searches provided by nannies we introduce to you. Or, if the nanny does not produce searches we will undertake criminal records bureau searches directly. We will also check references supplied by the nanny. Where a nanny has relevant professional or other qualifications we will seek to obtain copies of the relevant certificates. You agree that provided we take these steps we are not obliged to carry out any further background checks on nannies introduced to you.
21. We cannot guarantee the suitability of any nanny supplied to you and we will not be liable for the acts or omissions of the nanny, who will be directly engaged by you, you are therefore advised to make sure you are satisfied with the nanny before departure.
22. Please note that if the nanny abandons their duties during your holiday we will not be responsible for any losses you suffer and we cannot guarantee a replacement, in such circumstances our fees will not be repayable to you save for reasonable deductions.
23. Nothing in these terms will exclude our liability for death or personal injury arising as a result of our negligence.

#### **Travel, Accommodation and Meals**

24. You agree that you have read and accept the terms of the Nanny Services Agreement and in particular you agree that:
  - Before leaving for the holiday the nanny will be provided with pre-booked return travel;
  - Travel expenses, accommodation, meals, and day to day expenses will be paid by you.

#### **Termination**

25. Once we have taken a booking you will be entitled to terminate the engagement up to the date falling 28 days before your departure. However if you do terminate the engagement you agree to forfeit the deposit paid to us.
26. If you terminate the booking 28 days or less before your departure then our fees and charges will be payable in full and we will not refund deposits to you.
27. If prior to your departure we are unable to provide the nanny you have selected due to circumstances beyond our control, for instance if the nanny cancels the engagement, then we will endeavour to find an alternative suitable to you. If we are unable to provide a suitable alternative nanny then we will reimburse the fees paid by you.
28. Please note that under the terms of the Nanny Services Agreement if the engagement is terminated during your holiday you are obliged to arrange for return travel to the point of departure and accommodation up to the date of departure. If you dismiss a nanny while overseas without arranging for their 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.

### **General**

29. This agreement should be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. In addition any proceedings arising out of or in connection with this agreement must be brought in the courts of England and Wales.
30. Failure by us at any time to enforce any one or more of the terms and conditions set out above will not prevent us from taking steps to enforce at a later date any right you may have under these terms.
31. We are an independent contractor and no employment relationship shall be created by any provision of services by us.
32. We will be entitled to subcontract any of our rights or duties under these terms.
33. You are not entitled to withhold payment of any sum otherwise payable to us by reason of any claims set off or for damages.
34. By signing above you agree that you have read and understand these terms and conditions.