

## TERMS OF BUSINESS

### Definitions;

**The Agency;** Childcare International Limited.

**The Applicant;** means any person introduced by the Agency to the Host Family for a Placement

**Host Family;** The family that the Applicant will stay with during his/her placement in the UK

**Placement;** means any engagement or use by a Host Family of an Applicant;

**Introduction,** an introduction will be deemed to have taken place where the Agency has provided a Host Family with any information concerning an Applicant, or where a Host Family interviews an Applicant following an instruction from a Host Family to locate an Applicant;

Unless the context otherwise requires, each reference in these Terms and Conditions to: “writing”, and any cognate expression, includes a reference to any communication effected by electronic or similar means;

a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

“these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

a Schedule is a schedule to these Terms and Conditions; and

a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

Words imparting the singular number shall include the plural and vice versa.

References to any gender shall include the other gender.

### 1. The Contract

1.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a Director or Manager of the Agency.

1.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency and the Host Family, and state the date on or after which such new terms will apply.

1.3 In the event that any part(s) of these Terms and Conditions or part thereof is

declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.

- 1.4 The Engagement or interviewing of an Applicant, by or on behalf of the Host Family, the completion of the Host Family form, or the commencement of work or provision of services by an Applicant for the Host Family shall be deemed acceptance of these Terms and Conditions.
- 1.5 These Terms and Conditions supersede all previous terms of business.

## **2. Vacancies**

- 2.1 The Agency shall have the right to decline, cancel or otherwise remove any vacancy provided by the Host Family to the Agency at any time, for any reason and without giving prior notice to the Host Family.
- 2.2 If any vacancy appears to demonstrate that the Host Family intends to discriminate on the grounds of gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Sex Discrimination Act 1975; the Employment Equality (Sexual Orientation) Regulations 2003; the Race Relations Act 1976; the Employment Equality (Religion and Belief) Regulations 2003; or the Employment Equality (Age) Regulations 2006. In the case of any applicable exemptions, the vacancy must be accompanied by a written statement explaining those exemptions and how they apply to the vacancy.
- 2.3 If, in the opinion of the Agency, any vacancy description indicates any illegal purposes on the part of the Host Family, the Agency may, without notice, report the vacancy and the Host Family to the relevant authorities. Such authorities may include, but are not limited to, the Department for Work and Pensions, ACAS, the Information Commissioner's Office; and the Recruitment and Employment Confederation.

## **3. The Agency's Obligations**

- 3.1 The Agency introduces Applicants to Host Families. At no time does the Agency act as an Employer. The purpose of the Agency is to introduce a suitable Applicant to the Host Family.
- 3.2 The Agency shall use its best and reasonable endeavours to find suitable and willing Applicants to fill such vacancies as are notified to the Agency by the Host Family or to notify the Host Family if the Agency believes it is unable to assist with the Host Family's requirements.
- 3.3 The Agency will endeavour to take all reasonable steps to ensure that Host Families and Applicants are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that the Host Family seeks to fill.

- 3.4 The Agency cannot guarantee to find a suitable Applicant for each placement and gives no warranties as to the suitability of any Applicant.
- 3.5 Where an Applicant is offered or applying for Engagements that involve working with or caring for any persons under the age of 18, the elderly, the infirm or anyone in need of care and attention, the Agency will take all reasonably practical steps to ensure that it obtains and makes available to Host Families copies of all necessary authorisations required for the Engagement, two references from persons unrelated to the Applicant, and confirmation that the Applicant is not unsuitable to work with vulnerable people
- 3.6 The Agency will not be responsible for the acts, or omissions of the Applicant or for any loss, damage, personal injury or other loss howsoever arising.

#### **4. The Host Family's Obligations**

- 4.1 The Host Family shall provide to the Agency all information which is reasonably required for the Agency to provide the Services. The Host Family shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.
- 4.2 The Host Family shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 4.3 The Host Family shall ensure that all information provided to the Agency does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).
- 4.4 The Host Family must provide the Agency with details of the vacancy that the Host Family wishes to fill, which must include the category of applicant required, the date of commencement, the duration, the hours, and the agreed remuneration.
- 4.5 The Host Family must inform the Agency of any Health and Safety risks or requirements of the vacancy the Host Family wishes to fill, as well as the action taken by the Host Family to minimise and control such risks.
- 4.6 The Host Family warrants that it shall immediately, and in any event within 24 hours of the Agency's first provision of information relating to the Applicant's identity, inform the Agency if the Host Family believes that it is aware of the identity of the Applicant other than via information supplied by the Agency. The Host Family agrees that it will be deemed not to have been aware of the identity of the Applicant prior to the Agency's provision of the information relating to the Applicant's identity if the Host Family fails to provide such a notice within the aforementioned 24 hours.

- 4.7 The Host Family acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by the Host Family in accordance with this contract.
- 4.8 The Host Family shall inform the Agency immediately in the event that any relevant information changes following the submission of that information to the Agency.
- 4.9 Subject to the provisions of this contract the Agency shall not verify or otherwise check any Applicant details, howsoever they may be provided to the Host Family. Whilst the Agency takes every care to assess the Applicant and to obtain references, it gives no warranty as to the Applicant's details, character or suitability. The Agency may request or obtain references directly from the Applicant or the Applicant references may be obtained from the Agencies 3<sup>rd</sup> Party Partners based in the home country of the Applicant. Where possible the Agency shall use their reasonable endeavours to obtain at least 2 references that are verified as to their legitimacy either via our 3<sup>rd</sup> Party Partners or ourselves. The Agency cannot provide any warranties or guarantees or be liable for the content or accuracy of any such references. It shall be the sole responsibility of the Host Family to ensure that Applicants are suitable for the relevant vacancies and to obtain and check any references required.
- 4.10 It shall be the sole responsibility of the Host Family to obtain any required permits (including, but not limited to, work permits).
- 4.11 Work permits and other permits, medical examinations and other formalities shall be the responsibility of the Host Family. The Agency will obtain from the Applicant a pre-employment medical certificate. The Agency gives no warranty as to the content of the pre-employment medical certificate or to the Applicants medical fitness or suitability for the Placement. It shall be the sole responsibility of the Host Family to arrange for any required medical examinations or investigations.
- 4.12 The Host Family must notify the Agency immediately of any offer of an Engagement that it makes to an Applicant.
- 4.13 The Host Family must notify the Agency immediately of the acceptance of any offer of Engagement that is made to an Applicant and provide details of the Applicant's remuneration.
- 4.14 The Host Family must within seven days of offering an Engagement to an Applicant provide the Agency with a copy of the Placement details or contract given to the Applicant.
- 4.15 Notwithstanding sub-Clauses 4.3 and 4.7 above the Host Family must satisfy

itself as to the suitability of an Applicant for any vacancy, and the Host Family must be responsible for taking up references and checking the validity of qualifications.

4.16 The Host Family is responsible for payment of remuneration to the Applicant.

## **5. Fees and Payment**

- 5.1 The fees shall be payable by the Host Family in advance of placement or within ten days of the date of demand or invoice (not from the date of the commencement of employment) and in accordance with the scale shown herewith. A 4% surcharge for each calendar month, or part thereof, will be charged from the date of invoice until the debt is fully paid.
- 5.2 The Host Family agrees to reimburse all reasonable travelling expenses incurred by any potential Applicants for interviews. The cost of travel from abroad in respect of Applicant placements is payable by the Applicant.
- 5.3 Should an Applicant be required by the Host Family to leave with due cause within six weeks of the date of employment, or if the Applicant shall leave without due cause within such period, the Agency can either (i) provide a replacement within a reasonable period of time, or (ii) make a refund in accordance with the Refund Policy attached hereto provided that the Agency's liability (if any) under this clause shall only apply if the Host Family has made the payment referred to in Clause 5.1 within the stated period and that the Host Family gives written notification to the Agency of termination of agreement within seven days thereafter.
- 5.4 The Agency will not be responsible for any delay in the Applicant commencing the placement. In the event of the Applicant failing to take up the Placement, the Agency will endeavour to find a suitable replacement, failing which, the fee will be repaid in full.
- 5.5 If there is a refund applicable in accordance with the Agencies refund terms within the first 14 days of the placement commencing the Agency reserves the right to charge an administrative fee of £50.00 to cover costs incurred.
- 5.6 When the Host Family fails to allow the Applicant to take up the engagement, half the fee will be repaid, less any costs and expenses incurred, and less 50% of the Applicant's remuneration for a period of one week where such cancellation is made within fourteen days of the intended commencement date unless the Agency has been able to find an acceptable position for the Applicant from that date. Under such circumstances If travel arrangements have been confirmed and paid for by the Applicant, the Host Family will reimburse the Applicant with the amount paid for the inbound fare.
- 5.7 All suggested salaries quoted are net and the Host Family should ensure that

any tax and national insurance contributions, if applicable, are deducted from the salary of the Applicant. These sums should be forwarded to the Inland Revenue or other appropriate authority with any sums payable by the Employer.

- 5.8 If an Applicant is introduced by the Host Family to a third party which results in the engagement of the Applicant, the full fee shall be payable to the Agency by the original Host Family.
- 5.9 The Host Family undertakes not to re-engage temporary staff otherwise than through the Agency. Any Host Family who engages at any time the services of a person originally introduced by the Agency, having previously engaged/declined the services of that person, will be liable for the full fee. The Host Family will inform the Agency immediately of any such engagement.
- 5.10 If the Host Family engages a short-term Applicant on a long-term basis, the Host Family will pay to the Agency its fees as for long-term placement, shown herewith, in addition to those previously paid for short-term placement.

## **6. Confidentiality**

- 6.1 Each Party undertakes that, except as provided by the sub-Clauses below or as authorised in writing by the other Party, it shall, at all times:
  - 6.1.1. keep confidential all Confidential Information
  - 6.1.2. not disclose any Confidential Information to any other party;
  - 6.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;
  - 6.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 6.1.5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 above.
- 6.2 Either Party may disclose any Confidential Information to:
  - 6.2.1 any sub-contractor or supplier of that Party;
  - 6.2.2 any governmental or other authority or regulatory body; or
  - 6.2.3 any employee or officer of that Party or of any of the aforementioned persons;
- 6.3 To such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and use any Confidential Information for any

purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

The provisions of this Clause shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

## **7 Liability**

7.1 With the exception of death or personal injury the Agency shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Host Family as a result of the Introduction of an Applicant to the Host Family by the Agency, the Engagement of a Host Family Introduced by the Agency or the failure of the Agency to Introduce any Applicant to the Host Family.

## **8 Indemnity**

8.1 The Host Family shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services or out of any breach of any part of these Terms and Conditions.

## **9 Force Majeure**

9.1 Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## **10 Law and Jurisdiction**

10.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

10.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.