

**NORMA LEWIS DOMESTIC STAFF  
TERMS OF BUSINESS  
UPDATED 1/1/2010**

**1. IN THESE TERMS OF BUSINESS ("THE TERMS"), THE FOLLOWING EXPRESSIONS SHALL BE GIVEN THE FOLLOWING MEANINGS:**

**1.1 "The Agency" means Norma Lewis Domestic Staff.**

**1.2 "The Client" means any person, firm or corporation who approaches the Agency with a view to engaging or otherwise employing a Candidate or to whom a Candidate is introduced by the Agency.**

**1.3 "Applicant" means a person introduced by the Agency to the Client to be considered for an Engagement.**

**1.4 "Engagement" means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of an Applicant, by or on behalf of the Client.**

**1.5 "Month" means a calendar month, and "Week" means 7 consecutive days.**

**2. THE AGENCY WILL ONLY UNDERTAKE BUSINESS UNDER THE FOLLOWING TERMS:**

**2.1 The Terms are legally binding and shall be incorporated in any agreement between the Agency and the Client.**

**2.2 The Terms form the contract between the Agency and the Client to the exclusion of all other terms and warranties.**

**2.3 The Terms are deemed to be accepted by the Client by virtue of either:**

- a) The Client's Verbal instruction to the Agency to submit suitable Applicants for any Position**
- b) And / or the submission in any format of a completed Family Registration Form to the Agency, whether that form is signed or unsigned by the Client or the Client's agent (whichever first occurs).**
- c) an interview, acceptance and/or Engagement of an Applicant through the Agency**

**2.4 These terms and conditions supersede all previous terms of business.**

**2.5 Any extension, waiver or variation to these Terms may only be in writing signed by Norma Lewis.**

**3. OBLIGATIONS OF THE AGENCY:**

**3.1 The Agency acts as an agent to introduce suitable staff to the Client.**

**3.2 The Agency will use every reasonable endeavour to introduce a suitable Applicant to the Client, for that Applicant to carry out those duties and work for that**

Client, which have been notified to the Agency by the Client when advising the Agency of the vacancy in respect of which the Candidate has been introduced.

**3.3 The Agency cannot guarantee to find a suitable Applicant for each vacancy.**

**3.4 The Agency cannot guarantee that an applicant will complete his/her proposed length of stay, and similarly does not guarantee to the applicant that the Client will retain and pay them for the entire period requested, as the Client's own home/job circumstances may change at any time. The placement fee relates solely to the search and submission of applicants by the Agency to the Client, subsequently the successful submission of the applicant, and specifically not the length of the placement term.**

#### **4. OBLIGATIONS OF THE CLIENTS:**

**4.1 All details concerning the applicant are confidential, and remain the property of the Agency. These details cover both those passed by the Agency to the Client, or directly to the Client by the Applicant themselves. The Client accepts the Applicant's details on the condition that such information will not be disclosed to 3rd parties.**

**4.2 In the event of the Client passing any such details or person to any 3rd party, either directly or indirectly, resulting in an Engagement of the Applicant by that person or another, (including any subsidiary, associated or holding company of the Client), the Client shall immediately notify the Agency, and if the 3rd Party does not pay the resulting Invoice, they will themselves be liable for the Agency's normal Placement Fees as per the current scale of charges.**

**4.3 The Client must inform the Agency immediately an Engagement is agreed between themselves and the Applicant, (or otherwise upon the commencement of an Engagement, whichever first occurs, giving details of starting dates and agreed wages to be paid to the Applicant.**

**4.4 The Client must ensure that the place of work is clean and hygienic and complies with Health and Safety legislation during the Placement period, and any accommodation is suitable. The Client is also advised to check their household insurance policy for the duration of the placement. If the Client wishes the Nanny / Mother's Help or other Applicant to hold personal liability insurance for the duration of the employment, then it is up to the Client to discuss this with the Applicant prior to any offer of employment being made.**

**4.5 Notwithstanding Clause 3.2, it is the responsibility of the Client to satisfy themselves as to the suitability of any Applicant for the purposes of the vacancy for which the Applicant had been introduced.**

**Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to take up references, to check the validity of qualifications and to ensure that the Applicant is capable of operating any equipment and/or machinery to the necessary level, including driving vehicles.**

**The Client shall be ultimately responsible for obtaining and / or checking any work or other permits, and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.**

**4.6 It is also the responsibility of the Client to provide a vehicle that is roadworthy, taxed, holds a current MOT, and insured, for the Applicant to drive, unless otherwise agreed between the Applicant and the Client.**

**An Applicant cannot be expected to pay for any damage, or policy excess, arising from any incident which may occur while driving a Family car.**

The Agency will not be held responsible for any act or accident involving the applicant whilst driving.

The Agency will not offer a free replacement where the driving skill of the Applicant is not to the standard required by the client.

4.7 The Agency does not employ the Applicants introduced, and any Contracts of Employment entered into between the Client and the Applicant are between those persons directly. The Client is responsible for complying with all employment, fiscal, and other legislation, particularly including that related to PAYE, NI, and shall hold Employers Liability Insurance.

4.8 Once an Au Pair placement has been made, it is the Client who is responsible for making all the travel arrangements with the Au Pair, for meeting the Au Pair at their point of entry into the UK, or for paying for the Au Pair's onward journey to the Family Home.

If the Au Pair is not met by the client, or suitable onward travel arrangements are not made for her, she may be placed with another family, and no refund will be made. This will be at the sole discretion of Norma Lewis. The same applies to any category of placement made where the successful applicant is coming into the UK specifically to start work for the Client Family.

4.9 The Client consents to the disclosure by the Agency to Candidates of information relating to the Client.

## 5 FEES

5.1 An offer is counted as a definite Engagement once a firm offer (either verbal or oral) is made to the Applicant, has been accepted by them, and after having confirmed this offer by either telephone, or in writing to the Agency. Once the offer is a definite Engagement, the full fees will be payable.

5.2 If a Client should initially refuse an Au Pair, or any other Applicant, offered by the Agency, and should then subsequently engage this same Applicant, an invoice will be issued to the Client for immediate payment. Should the Engagement occur more than 3 years after the introduction of the Candidate to the Client by the Agency, or from the date of the Candidate's last interview with the Client, whichever is the later, no charge will be made.

5.3 Should a Client subsequently employ or otherwise utilise the services of an Applicant introduced to them by the Agency, in any other capacity other than that for which they were initially introduced, and /or employed, if this would have entailed a greater payment due to the Agency, then an additional appropriate invoice, or part invoice, will be issued to the Client for immediate payment.

Such fee shall be calculated in accordance with the Agency's current scale of Placement fees at that time, a copy of which can be obtained from the Agency upon request, and which is always available on the Agency's Website.

In the event of an Applicant working in return for accommodation in lieu of wages, then such placement fee will be calculated at the discretion of the Agency.

**5.4 Placement fees as set out in these Terms are due to be paid in full to the Agency by the Client within 5 working days of the Client's acceptance of the Agency's Applicant, or within 5 working days of the date of the Issue of the Invoice.**

**There are no exceptions to this, and the Fee is due and payable in the time frame stated, and NOT on, or subsequent to, the Applicant's Commencement date. Neither is payment reliant on confirmation of an exact starting date by an Applicant.**

**Late payment will incur extra charges, see below.**

**N.B. An Applicant may not start with a Client before the Invoice is paid.**

**5.5 In the event of an invoice being unpaid:**

**a) For longer than 5 days after the date of Issue, the Client will be charged an additional late payment Fee :**

**£40 for any invoice of £375 or under**

**£60 for any Invoice over this figure.**

**b) If the Invoice is outstanding for 10 days, the late payment fees will increase to**

**£80 for any invoice of £325 or under**

**£120 for any Invoice over this figure.**

**c) Should the Invoice remain unpaid for a further 10 days, a Final Invoice Demand will be issued, and the late payment charge will be increased to £150.**

**d) After a further 10 days, non-payment of an outstanding account will result in referral to a debt collection Agency, and an administration charge will be added to the amount due to the Agency, in order to cover the Debt collection Agency's charges.**

**e) Should a Client deliberately misrepresent facts in any given situation with regards to a Placement, the Agency reserves the right to issue a Final Invoice Demand, without recourse to any preliminary correspondence.**

**f) Should the Final Invoice Demand still remain unpaid, Court proceedings will be issued. The Client will then additionally be responsible for settlement of any necessary court recovery costs, plus any other associated charges incurred.**

**The Agency also reserves the right to charge a further administration fee of £150, in addition to the previous charges for late payment.**

**Additionally, the Agency reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out above (both before and after any judgment) from the date of invoice up to and including the day of payment at the rate of 4% per annum above the base rate from time to time of HSBC Bank.**

**5.6 Should a cheque be returned by the Bank for any reason then the Client will be liable for any costs incurred by Norma Lewis Domestic Staff in the pursuance of payment, and any related Bank charges, as well as the consequential late payment Fees.**

**5.7 Late payment of an Invoice will also negate the Client's rights to any refund or replacement should the Applicant not work out, and leave within the first 4 or 6 weeks of the Placement, depending on the Guarantee period of that particular Applicant.**

**5.8 In the case of Caring Companions supplied by the Agency, should the Client become incapacitated or pass away, the representative who signed the Family Registration Form is responsible for settling any outstanding Invoice, under the normal terms of payment. (N.B. While a Caring Companion is employed, should the Client be hospitalised, or otherwise absent, or pass away, all due wages are still due**

to that Caring Companion, and the responsibility for this will lay with the representative and / or next of kin.)

## **6. RETRACTED OFFERS:**

**6.1 Should a Client retract an offer (either written or verbal):**

**a) within 3 working days of it being made to and accepted by the Applicant, then an administration Fee will be charged at the following rates:**

£100 for an invoice of £325 or under  
£150 for an invoice of £325 -£500  
£200 for an invoice over this amount.

**This administration Fee will apply in all instances of offer / acceptance /withdrawal, including a Client deciding not to wait for the length of time necessary for a Visa Application to be processed by an Applicant.**

**An Invoice for an Administration Fee is payable within the same 5 day period as a Placement Invoice, and if unpaid, will be subject to the same late payment charges.**

**b)If the client wishes to withdraw an offer after 3 working days of it being made to, and accepted by the Applicant, no refund will be available.**

**N. B. If the Client is applying for a refund due to exceptional circumstances, the Client will be requested to put these reasons in writing, and the decision will be at the sole discretion of Norma Lewis.**

**In the case of an accepted Offer being retracted by the Client, then the Client will also be responsible for any travel or visa application expenses already incurred by the applicant.**

**The Agency guarantees to pass on these expenses to the applicant.**

**6.2 If the Applicant should either not start, or not work out...**

**6.2.1 If the Applicant should cancel after accepting a Family, but before his / her arrival, or if a visa is refused,**

**· then either a suitable replacement will be found,  
· or if after 20 working days this has not been possible,  
the Client will be issued a full refund of Fees.**

**6.2.1 Should the Family not provide the opportunity for the Agency to replace the Applicant within a 20 working days time frame, either because they source another applicant from elsewhere, or because they do no longer wish to employ a person of that category, or for any other reason, no refund or replacement will be due.**

**If in the Agency's opinion, a suitable replacement has been offered within the time frame, but not accepted by the client, no refund will be payable, and no further replacement applicant will be offered.**

**6.2.2 The same conditions of refund apply in the instance that the Applicant does not work out with a Family, and the Agency needs to provide a replacement to the Family.**

## **7. TERMINATION**

## **7.1 By the Agency**

The Agency has the right to remove any Applicant from a Family if that Family:

**7.1.1 Fails to follow either the Agency Terms and Conditions, or the Guidelines and Rules for the Au Pair Programme, as laid down by ECAPS ( European Committee for Au Pair Standards), and followed by BAPAA, (British Association of Au Pair Agencies) concerning working hours, days off, permissible duties and pocket money.(Please see your guide to "what is an Au Pair").**

**7.1.2 Fails to comply with their legal obligations regarding employment and fiscal regulations.**

**7.1.3 Gives false information either verbally or in writing to the Agency, or omits important information on the Family Registration Form. (The Client shall indemnify the Agency against all expenses or liability suffered by the Agency as a result of the inaccuracy of any such information.) It is the Client's responsibility to ensure that they give honest and accurate information either verbally or in writing concerning themselves, their home, and duties expected of an Au Pair or any Applicant. Any misleading and / or dishonest information will negate the Family's right to a refund in the event of that Applicant / Au pair leaving, even if that should be without due notice having been given.**

**7.1.4 If any matter arises relating to the personal safety of the Applicant, and in the event of severe misconduct by the Family, including harassment of a personal or sexual nature.**

**In all these cases, the Client will forfeit their right to a refund.**

## **7.2 If the Client wishes to terminate the contract:**

**7.2.1. A minimum of 2 weeks' notice, or money in lieu of, must be given to the Applicant, and the Agency notified in writing immediately.**

**7.2.2. In the case of a live - in applicant, that person should be allowed to continue with their normal duties, and receive their allowance and full board until the end of their Notice period.**

**An Applicant must not be made to leave the Family Home unless criminal activity has taken place, in which case the client should inform both the Police and the Agency. Should the Client wish the Au Pair or Applicant to leave their Home, then alternative accommodation must be provided at the expense of the Client for the equivalent period of 14 days' notice.**

**7.2.3. In all cases, any monies owed by one party to another must be paid.**

**7.2.4 In the event of the Client lawfully terminating an Engagement within 4 -6 weeks (depending on the Category of the Applicant, as stated in "FEES") of the date upon which the Candidate commenced work for the Client, and provided that:**

**all moneys due under these Terms have been paid by the Client in accordance with clause 4 of these Terms;**

**such termination is not as a result of redundancy, pregnancy, injury or ill health or by reason of the Candidates' race, sex or any disability;**

such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services, or terminating employment, either without proper cause or with a view to obtaining a refund unfairly;

the Client serves notice on the Agency in writing at its registered office of the termination of the Engagement within 7 days of such termination; and

neither the Client nor any subsidiary, associated or holding company of the Client shall commence Engagement of the Candidate within 1 year from the date of the termination of the Engagement;

...then the Client shall receive a rebate calculated in accordance with the Agency's scale of rebates in force from time to time.

Under no circumstances will any expenses be refunded.

The rebate shall be repayable in full to the Agency where the Client subsequently re-engages the Candidate in any capacity.

#### **8. EXCLUSIONS TO REFUNDS AND FREE REPLACEMENTS:**

No rebate shall be payable by the Agency, or free replacement offered:

**8.1** If the Candidate was previously engaged in any capacity by the Client or through the Client's Company.

**8.2** If the Client changed the specification of the Job, or the experience and skills required of the Applicant, once the Applicant had started, therefore meaning that the previously suitable Applicant could not reasonably be expected to have carried out the new Duties. Similarly if the replacement is expected to do these new, previously unspecified duties – the replacement Applicant must be for the original job specification.

**8.3** If the Client has ignored the Advice of the Agency with regard to pay offered / hours to be worked, and the Applicant leaves within the guarantee period, then no refund or replacement will be due.

**8.3** Failure to comply with Clauses as stated above :

(4.4) Failure to provide either clean, suitable accommodation and /or compliance with Health and safety regulations

(4.6) Driving Capability)

(4.8) Meeting Au Pair / Applicant

(5.7) Late payment of Invoice

(6.1b) Retraction of Offer after 3 working days

(6.2) Full time not given to Agency to source replacement Applicant / Suitable Applicant offered and rejected. / Client sources applicant from elsewhere/ Client no longer chooses to employ someone of that category.

(7.1) All clauses related to Termination of Employment / Removal of Au Pair by Agency

from Family.

(7.2) All Clauses related to Termination of Employment by Employer.

#### **9. LIABILITY AND INDEMNITY**

**9.1 Neither the Agency nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client, arising directly or indirectly from, or in any way connected with, an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:**

**failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to clause 7 of these Terms);**

**any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;**

**any loss, injury, damage, expense or delay incurred or suffered by an Applicant;**

**PROVIDED THAT nothing in this clause 9 shall be construed as purporting to exclude or restrict liability of the Agency to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.**

**In consideration of the Agency entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify the Agency in respect of any and all liability of the Agency for:**

**any loss, injury, expense or delay suffered or incurred by an Applicant, howsoever caused; and**

**any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;**

**PROVIDED THAT this indemnity is given only in respect of any loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with the Engagement.**

**The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out in these Terms are reasonable and reflected in the fee payable to the Agency under these Terms and shall accept risk or insure accordingly.**

## **10. MISCELLANEOUS**

**10.1 Norma Lewis Domestic Staff Agency automatically sends regular information to all previously registered Client Families through the medium of e-mails. It is the Client's responsibility to inform Norma Lewis Domestic Staff if they wish to be removed from this Database, and give any information required in order for this to occur.**

**10.2 The Company reserves the right to review and to revise these Terms without prior notice.**

**10.3 These Terms shall be governed by and construed in accordance with the laws of England and Wales.**