



## Terms & Conditions

### 1. Definitions

**"Agency"** means Guardian Carers of London Ltd (company number 11123861) whose registered office is at 1 Sandwich Street, London, WC1H 9PF;

**"Agency Fee"** means the relevant fee payable to the Agency for the Services as set out in clause 7

**"Assignment"** means the period during which a Candidate performs services or carries out work for or on behalf of the Client, beginning when the Candidate first reports to the Client to take up duties (or, if earlier, the commencement of such work or services by the Candidate) and ending on the cessation by the Candidate of all such work or services

**"Candidate"** means a person introduced by the Agency to the Client as requested for the purpose of seeking domestic employment (or any other professional requested) on a temporary or a permanent basis, whether full or part-time.

**"Client"** means the client named on the Client Registration Form for whom the Agency has agreed to provide the Services in accordance with these Conditions.

**"Client Registration Form"** means the form completed by the Agency using the details provided by the Client and sent to the Client with these Conditions.

**"Cooling off period"** means the cancellation period pursuant to regulation 30(2) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which ends at the end of 14 days after the day on which the contract is entered into

**"Conditions"** means the terms and conditions of supply of Services as set out herein and any subsequent terms and conditions agreed in writing by the Agency and the Client.

**"Consultant"** means a sales consultant working for the Agency

**"Engage(s) or Engagement or engaged"** means the engagement, employment or use of the Candidate by the Client or any third party, whether under a contract of employment or contract for services or otherwise, on a temporary or permanent basis following an Introduction by the Agency



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**“Instructions”** means the instructions provided by a Client, whether orally or in writing, to the Agency to effect introductions to him/her for the purpose of obtaining Services on a permanent or temporary basis.

**“Introduction”** means the passing by the Agency to the Client of Candidate profiles or other information in relation to a Candidate.

**“Placement fee”** means the full fee for placing a Candidate with a Client after the initial Registration Fee is paid

**“Registration fee”** means the initial registration fee paid before paying the full Placement fee

**“Services”** means the services provided by the Agency to the Client as described in these Conditions.

**“The 2010 Regulations”** means the Agency Workers Regulations 2010 as amended by the Agency worker (Amendment) Regulations 2019

**“The 2013 Regulations”** means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

## 2. Agreement

2.1. The Agreement between the Agency and the Client for the provision of the Services, incorporating these Conditions, shall only come into force when the Agency confirms acceptance of Instructions in writing through transmission of the Client Registration Form, by email or otherwise, which attaches these Terms and Conditions, to the Client (the “Agreement”). The fourteen day ‘Cooling off period’ (see clause 3) begins on the date when the Agency transmits the Client Registration form and the Conditions to the Client.

2.2. By providing Instructions to the Agency, and receiving the terms and conditions, the Client acknowledges and accepts these Conditions. Any and all business is undertaken by the Agency is transacted subject these Conditions.

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2.3. These Conditions apply to the Agreement to the exclusion of all other terms and conditions and shall supersede any other documentation or communication between the Client and the Agency

2.4. These Conditions shall apply to both permanent and temporary positions unless otherwise stated.

### 3. Consumer rights

3.1. If the Client is contracting as a consumer, the Client may cancel the Agreement by informing the Agency in writing at any time within fourteen calendar days of the date of the Agreement ('the Cooling Off period') and before the provision of the relevant Service. Please find at the end of this document a cancellation form with contact details for informing the Agency of the cancellation. The Agency will then confirm the Client's cancellation in writing to the Client.

3.2. The Client may request that the Agency begins the supply of the Service before the end of the cancellation period by making an express request in writing, which once received shall be evidence of the Client's request that the Agency begins the supply of the Service before the end of the cancellation period, and the Client will no longer have the right to cancel the Agreement.

3.3. If the Client does make this request for services to start immediately in accordance with clause 3.2, the Agency will be able to start the provision of the Services immediately.

3.4. The Client is put on notice that the fourteen day period referred to in clause 3.1 ends at the end of fourteen days after the day on which the contract is entered into (please see regulation 30 of 'the 2013 Regulations'. No request for a refund on the grounds of being within the cooling off period will be accepted after this point.

3.5. The Client is further put on notice that where a Client has made an express request in writing for services to start immediately and during the cooling off period, pursuant to regulation 36(1) of the 2013 Regulations, then pursuant to regulation 36(4), where the service has begun before the expiry of the cooling off period, the consumer must pay the Agency a) an amount for the supply of the service for the period for which it was supplied, ending only with the time when the Agency is informed of the consumer's decision to cancel the contract and b) an amount which is proportionate to what has been supplied, in comparison with the full coverage of the contract.



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3.6. Further to clause 3.5, where a Candidate has been offered, and has accepted a position of employment or contract for services on either a temporary or permanent basis, the service contract between the Agency and the Client will be deemed to have been performed in its entirety and no refund will be payable even if a refund is requested within the cooling off period. Where an offer of employment or contract for services has not yet been made, but the Client is within the 14 day Cooling off period, the Client will be entitled to a 25 % refund where 3 or more profiles have been sent, to a 50% refund where 2 profiles have been sent and a 75% refund where 1 profile has been sent.

### 4. Supply of Services

4.1. The Agency shall use reasonable endeavours to introduce to the Client, Candidates which the Agency considers suitable to be engaged by the Client to carry out work of such a nature as notified by the Client. The Client shall specify in the Client Registration Form its exact requirements by providing full details of the type of work and period of Engagement or Assignment for which the Candidate is required. Any requirements specified which are unreasonable or constitute discrimination will not be considered part of the search criteria. The Agency will use the Client Registration form to try and match Clients with the most suitable Candidates and will not be deemed to be in breach of contract if the Client decides to change this search criteria at a later date. The Client will be required to pay a new Placement fee in this situation.

4.2. The Agency shall carry out its obligations with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and relevant statutory obligations.

4.3. The Agency will use reasonable endeavours to introduce Candidates to the Client who it reasonably believes, following appropriate interviews and professional checks, to be of sound character, but cannot guarantee the suitability of the Candidate introduced to the Client. While the Agency will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Candidates and to comply with the Client's requirements, the Client accepts and agrees that the Agency gives no warranty as to the suitability of any Candidate for any Assignment.

4.4. It is the responsibility of Clients, to obtain DBS checks, criminal record checks or police checks and to ask to see copies of any certification obtained by a Candidate, including first aid certification, and any other registration or certification through any professional body. Written consent from a Candidate is required in order for the Agency to be able to share sensitive personal data with third

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parties under the General Data Protection Regulations, which is why we are sometimes unable to share this data. Clients are also encouraged to conduct second-round interviews with Candidates, following a Consultant's initial interview with a Candidate, as well as corroborating information provided to the Agency provided by referees.

4.5. At the request of the Client, the Agency will permit the Client to trial a Candidate for up to 2 days ("Trial Period"). This Trial Period can only commence before an offer of employment or contract for services has been made. Following a confirmation of Engagement of a Candidate, a Client is not permitted to participate in a Trial Period. If a Client has already paid the permanent Placement fee then a Client will not be permitted to engage in a Trial Period. A Trial Period must be agreed between the Agency and the Client prior to the Placement fee being agreed or the Agency will not recognise a Trial Period. The Client will be liable to pay the relevant Trial Period fee in accordance with clause 7, plus the Candidate's full wages for the Trial Period prior to the Trial Period commencing. To the extent that the Client continues to Engage the Candidate after the Trial Period, it shall be liable to pay the relevant Placement Fee in accordance with clause 7. The Client is responsible for paying the Candidate for the Trial Period at the hourly sum agreed between the Client and the Agency.

## 5. Responsibilities of the Client

5.1. The Client shall notify the Agency immediately should it choose to Engage a Candidate who has been introduced to it by the Agency. As a result of such Engagement, the Client agrees to pay the relevant Agency Fee to the Agency in accordance with clause 7. If a Client Engages a member of staff who has been introduced by the Agency but does not inform the Agency within 7 days, the costs owed to the Agency will be the reasonable administrative costs of recouping the Placement fee, in addition to the usual debt interest level of 8% interest on the debt owed to us.

5.2. If the Client finds a Candidate unsuitable but Engages the Candidate for any period of time, and the Cooling off period has expired, the Client agrees to pay the relevant Agency Fee to the Agency in accordance with clause 6. If the Cooling Off period has not expired, the Client is referred to Clause 3.4-3.6 inclusive for details of what monies are due to the Agency.

5.3. The Client must pay the Agency the Placement Fee referred to in Clause 7 within 7 days of an offer of employment or contract for services being accepted by a Candidate, or by 5pm on the day

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before the start date of the Candidate's new position, whichever date is sooner.

5.4. The Client is responsible for the Engagement of the Candidate in accordance with all applicable employment legislation. The Agency will not Engage the Candidate directly and the Client is responsible for putting in place a suitable contract of employment or contract for services between the Client and the Candidate. The Agency may offer a template employment contract which the Client may use as a guide or point of reference but is not insured to give legal advice to Clients. The Client must provide a copy of the contract between the Candidate and the Client (including any variations to that contract) to the Agency as soon as reasonably practicable and in any event within 10 days of the commencement of the placement or the variation (as the case may be).

5.5. The Client is responsible for paying all fees, wages and expenses of the Candidate and for procuring any necessary work permits or other certificates required to enable the Candidate to take up any position. The Client is also responsible for deducting the Candidate's tax, national insurance contributions and pension contributions (if relevant). If the Client wishes to engage Little Ones Payroll Service Ltd's service to generate payroll slips for its domestic staff employees or to pay fees to its self-employed carers, it is referred to the separate process in place in respect of Little Ones Payroll Service Ltd.

5.6. The Agency shall obtain references from each Candidate but it is the responsibility of the Client to satisfy himself/herself as to the suitability of any Candidate, to take up any references provided by the Candidate or the Agency and to make appropriate checks of all requisite qualifications or driving qualifications.

5.7. If the Client engages any Candidate directly, or indirectly (other than through the Agency), the Client will:

5.7.1. immediately notify the Engagement to the Agency; and

5.7.2. pay to the Agency an introduction fee calculated in accordance with the Agency's rates for such fees in accordance with clause 7

### 6. Candidates

#### 6.1. The Client will:

6.1.1. specify its exact requirements by providing full details of the work for which the Candidate is required and, in particular, by notifying the Agency when placing the order of:

- a) any special skills required for such work;
- b) any special health and safety matters about which the Agency is obliged to inform the Candidate; and
- c) any requirements imposed by law or by any professional body which must be satisfied if the Candidate is to fill the Assignment;

6.1.2. not allow any Candidate to undertake any work other than that which has been notified to the Agency by the Client in placing the order for that Candidate in accordance with clause 6.9.1;

6.1.3. verify at the beginning of the Assignment that the Candidate is suitable for the purposes for which he/she is required and that he/she has the capability to carry out the duties required;

6.1.4. comply with its obligations under the 2010 Regulations and in particular:

- a) insofar as it lies within the Client's power to do so, ensure that the Candidate receives any rights in relation to basic working and employment conditions to which he/she is entitled under Regulation 5 of the 2010 Regulations;
- b) in accordance with Regulation 12 of the 2010 Regulations, ensure that, unless less favourable treatment is justified on objective grounds, the Candidate is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client (as these terms are defined in that Regulation);
- c) in accordance with Regulation 13 of the 2010 Regulations, ensure that during the Assignment the Candidate is informed of any relevant vacant posts with the Client to give the Candidate the same opportunity as a comparable worker to find permanent employment with the Client;

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6.1.5. do nothing to cause the Agency to be in breach of its obligations under the 2010 Regulations;

6.1.6. comply with all other obligations, duties and regulations, whether statutory or otherwise including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Candidate;

6.1.7. assist the Agency in complying with the Agency's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by the Agency; and

6.1.8. do nothing to cause the Agency to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Candidate are required or may be required for more than 48 hours in any week, notify the Agency of this requirement before the commencement of that week.

6.2. The Client agrees that each Candidate will be treated as if s/he is the employee of the Client throughout the duration of the Assignment and undertakes to exercise all appropriate supervision, direction and control over the manner, time and place in which each Candidate carries out his or her work for the Client.

6.3. The Client acknowledges and agrees that:

6.3.1. the Client is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise as if the Candidate was the Client's employee;

6.3.2. the Client will in all respects comply with all statutes, bylaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974;

6.3.3. the Client will provide adequate employers and public liability insurance cover for the Candidate during all Assignments;

6.3.4. if the Client reasonably considers the Candidate to be unsatisfactory, it will make a complaint to the Agency by telephone and confirm it in writing within one day of the finding but will not have the right to withhold from the Agency payment of any Fee due.



## 7. Fees and Charges

7.1. The amount of the Agency Fee will be determined by reference to the type of Engagement as follows:

7.1.1. A permanent position is an Engagement requested as being permanent by the Client, regardless of its duration. Permanent Agency Fees will be calculated as a percentage of the agreed net weekly salary of the Engaged Candidate multiplied by 52 weeks. This is notwithstanding that the placement may be for less than one year in duration. The percentages are set out below:

Positions over 20 hours per week	UK Based	Registration fee in advance of an introduction	£69.00 inc VAT
Positions of 20 hours or less per week	UK Based	Registration fee in advance of an introduction	£93.00 inc VAT
All positions	UK Based	Permanent Placement Fee for Candidates working fewer than 20 hours	18%
All positions	UK Based	Permanent Placement fee for candidates living with the clients	18%
All positions	UK Based	Permanent Placement fee 20 working hours or more per week	16%
All positions	Positions which require the candidate to work out- side the UK (Overseas)	Registration fee in advance of an Introduction	£150
All positions	Overseas	Overseas placement fee	25%
All positions		Other permanent place-ments	All permanent placements are subject to a minimum fee of £1200 plus VAT

7.1.2. A temporary position is a placement agreed in writing by the Agency as being a temporary placement prior to the commencement of a Client's search. A placement can never be considered to be temporary if it exceeds a six month period. The Client is put on notice that if the same Candidate goes from being a temporary to a permanent placement, then the Agreement is deemed to have taken place on the date when the first registration form

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and Terms and Conditions were sent to the Client which ultimately led to that Candidate's temporary employment. In any event, the Cooling Off period will have expired at the end of fourteen days after the date of this Agreement as the service for placing the Candidate will already have been carried out, pursuant to regulation 36(1) and 36(4) of the 2013 Regulations.

All positions	UK Based	Price on Enquiry
All positions	Overseas	Price on enquiry - £220 per week minimum
All positions	2 weeks or fewer in duration unless agreed in writing	Price on Enquiry

**7.1.3.** A client who seeks to hire a candidate for a short term placement is looking to engage a candidate who is working on a self employed basis and is not committed to one individual client.

**7.1.4** A short term placement is a placement agreed in writing by the Agency as being a Short term placement prior to the commencement of a Client's search. When a short term placement booking is made, the agency will assist in facilitating the transaction in connection with each placement through our platform and technology. All prices for Short term placements are given on enquiry. The Agency will charge the client for any bookings through the payment method specified by the client (e.g. bank transfer, credit card or debit card).

The client agrees to keep the Agency informed about any changes regarding the payment methods and any time the information is no longer valid. All payments are to be paid in advance of each placement booking.

**7.1.5.** A trial placement applies when a Client requests a Trial Period with a Candidate, subject to the criteria set out in clause 4.5 being met, and subject to the Candidate working on no more than 2 days for the Client. Any period beyond 2 days will incur the full permanent Agency fee as per clause 7.1.1.



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All positions	UK Based Trial Period Fee	£35 per day + VAT
All positions	Overseas Trial Period Fee	£220 per week (minimum fee of £440)

7.2. All fees stated above are exclusive of VAT which will be charged at the prevailing rate, where appropriate. All payments must be in UK pounds sterling unless otherwise agreed in writing.

7.3. Following notification, either verbal or written, by the Client or a Candidate of a Candidate's acceptance of Engagement as required by clause 5.1, the Agency shall send an invoice to the Client setting out the relevant Agency Fee. Subject to the provisions of clause 7.4, the Agency Fee is payable by the Client within seven working days from the date of Agency's invoice, or by 5pm the day before the Candidate starts their employment, whichever is sooner (see also clause 5.3 above). This is notwithstanding a subsequent termination of the contract between the Client and the Candidate by the Client.

7.4. The invoice issued by the Agency must be settled in full prior to the Candidate commencing Engagement with the Client and in respect of overseas placements, any invoice must be settled by the Client prior to the date that the Candidate departs for such placement. In the case of Candidates for temporary positions, the Client agrees to settle any invoices prior to the commencement of the temporary placement.

7.5. The Client shall be liable for and shall indemnify the Agency against all costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Client by the Agency to obtain payment of outstanding Agency Fees and interest.

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7.6. Any valid promotion advertised by the Agency must not be used in conjunction with any other offer and can only be used once.

7.7. If the Client does not make payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then the Agency will be entitled:

7.7.1. to charge interest (both before and after any judgement) on the outstanding amount at the rate of 8% a year above the base lending rate of Barclays Bank plc, accruing daily;

7.7.2. to require the Client to pay, in advance, in full, for any Services, or any part of the Services, which have not yet been performed;

7.7.3. not to perform any further Services or any part of the Services; and

7.7.4. to withdraw without notice any Candidate(s) currently Engaged by the Client.

## 8. Additional Fees

8.1. Where a temporary position subsequently becomes a permanent position (including by virtue of the fact that the placement is extended beyond 6 months), the Client shall be required to pay the relevant full Agency Fee for the permanent position.

8.2. If a Candidate Engaged by the Client on a temporary basis is re-employed by the Client within six calendar months of the termination of the original period of employment (whether such re-employment is on a temporary or permanent basis) then a further Agency Fee shall be payable by the Client to the Agency. Such fee shall be equal to the Agency Fee which would have been payable if the Agency had introduced the Candidate to the Client at the time of re-employment.

8.3. If the Engagement of a Candidate on a permanent part-time basis is extended to include

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additional hours or full-time employment in the first year of employment then the Client shall be liable to pay to the Agency an additional Agency Fee. Such fee shall be the Agency Fee which would have been payable at the time of the Introduction in respect of the additional hours after deduction of the Agency Fee already paid by the Client.

8.4. In the event that a Client does not hire a Candidate following the initial Introduction by the Agency but subsequently approaches the Candidate directly (not through the Agency) offering Engagement then the Client shall be liable to costs and interest as set out in clause 5.1 above.

8.5. For the purposes of attending interviews, the Client is responsible for a Candidate's reasonable travelling expenses which are properly incurred and evidenced by appropriate receipts. The Client shall settle this directly with the Candidates.

## 9. Replacements, Refunds and Cancellation

### Replacements and After Sales Assistance / Guarantees

9.1. Subject to the terms of this clause 9, if the Candidate does not commence employment with the Client after accepting an offer of employment or if the Candidate leaves the employment of the Client within:

9.1.1. six calendar months of commencing such employment; or

9.1.2. three calendar months in the case of Candidates employed for less than 25 hours per week

then the Agency shall provide up to one Replacement Candidate for the Candidate who has not taken up or who has left the Client's employment ("Replacement"). The start date for the purposes of when the six or three months starts to run is the first date when the Candidate started working for the Client (regardless of whether it began as a temporary placement or not).

9.2. The Agency shall only be obliged to provide to the Client up to a maximum of 6 Candidate profiles for the Replacement. Such profiles will be selected based on the information originally provided in the Client Registration Form. The Agency may take up to 3 weeks from the notification referred to in clause 9.3 to begin to provide profiles. The Agency accepts no liability and is not obliged to offer

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a Replacement or any refund to the extent that the Client finds the profiles unacceptable and does not want to Engage any of the potential Candidates. Neither the Client nor the Agency will be able to discriminate unlawfully or breach the provisions of the Equality Act 2010 when Candidates are being selected for either an initial placement or for a replacement. The Agency will not accept the refusal of a Candidate or a Replacement Candidate on anything other than legitimate grounds.

9.3. Requests for replacements can be initiated by calling your Consultant, who will then ask you to send an email with the subject header 'Replacement activation request' giving full details of the replacement sought. If the Client Engages a Replacement but this Replacement also results in the second Candidate either not commencing employment or leaving employment pursuant to 9.1.1 or 9.1.2, then no further Replacement Candidates can be provided as the Agency's contractual obligations will now be deemed to be complete and a fresh Registration fee and fresh Placement fee will have to be paid.

9.4. The provisions of this clause shall only apply if:-

9.4.1. the Client has paid the appropriate Agency Fee and any other fees due to the Agency in full in accordance with these Conditions and no Replacement will be offered at all if the original Placement fee has not been paid in full and

9.4.2. the Client still intends to Engage some kind of domestic staff.

9.5. The Agency may at its discretion refuse to provide a Replacement in the following circumstances:

9.5.1. if the reason for the Candidate leaving employment was as a result of a change in the material terms of the contract of employment or contract for services between the Client and the Candidate not agreed by the Candidate (including a change in the job description, location or working hours originally agreed between the Client and the Candidate); or

9.5.2. if the reason for the Candidate leaving employment was because the Client was physically or verbally aggressive towards the Candidate or physically or verbally aggressive towards an employee of the Agency; or

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9.5.3. if there is a breach by the Client of the contract of employment or contract for services between the Client and the Candidate or the Candidate was dismissed by the Client other than on just and reasonable grounds. The decision on whether to provide a Replacement in cases where the Client has dismissed the Candidate will be at the sole discretion of the Agency.

9.6. The Client shall only be eligible for one Replacement under these Conditions and shall no longer be eligible for a Replacement after the first Candidate has been replaced. There will be no second or further replacements after a first Replacement without a fresh Registration fee and Placement fee being paid.

## 10. Refunds / Complaints

10.1. The Agency does not offer monetary refunds outside the Cooling Off period referred to in Clause 3, except at the sole discretion of the Managing Director. Any requests for refunds should go to [cancellations@guardiancarers.co.uk](mailto:cancellations@guardiancarers.co.uk) and should attach the form at Appendix 1 at the end of this document. If a Client would like to lodge a complaint but does not wish to apply for a refund, they are referred to our complaints policy, which can be emailed to you if you make a complaint to [complaints@guardiancarers.co.uk](mailto:complaints@guardiancarers.co.uk).

## 11. Liability

11.1. The Agency confirms that, in introducing any Candidate to the Client, it is not aware of anything which will cause any detriment to the interests of that Candidate or the Client if the Candidate fulfils the Assignment or Engagement.

11.2. Neither the Agency nor any of its staff will 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 the introduction of a Candidate to the Client or with any failure by the Agency to introduce a Candidate for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Fee payable), unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Agency. In particular, but without limitation, the Agency will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:

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11.2.1. any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client; or

11.2.2. any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

11.2.3. any loss, injury, damage, expense or delay suffered by a Candidate.

11.3. The Agency shall not be liable for the following categories of loss in connection with the provision of Services, or in connection with the Candidate's Engagement, the Candidate's failure to commence employment or an Assignment or the Candidate leaving the Client's employment or Assignment:

11.3.1. loss of income or revenue sustained by the Client due to having to care for themselves

11.3.2. the cost of paying another carer or care provider for alternative care cover

11.3.3. costs incurred due to damage to property or theft of property

11.3.4. the cost of providing a Candidate with sums due under a notice period in a contract of employment or contract for services

11.3.5. the cost of hotel rooms or travel expenses incurred by a Client in relation to themselves or in relation to a Candidate

11.3.6. any other losses which cannot reasonably be foreseen would result from the Agency's failure to comply with this Agreement.

11.4. The Agency expressly excludes all liability for, and the Client shall indemnify the Agency in full against all claims, damages, losses, fines or other sums howsoever incurred where any such liability arises out of the Client instructing a Candidate to perform tasks outside the scope of any Assignment or Engagement including, but not limited to:

11.4.1. asking a Candidate to take any person outside the Client's property



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11.4.2. asking a Candidate to provide care to any person.

11.5. Any liability of the Agency shall be limited to the Agency Fees paid to the Agency in respect of an Engagement.

11.6. The Agency does not employ the Candidates introduced and any contracts of employment or contract for services entered into between the Client and the Candidate are between those persons directly. The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in respect of this contract of employment or contract for services. The Client is also responsible for requesting any medical report in relation to a Candidate from a GP under the Access to Medical Reports Act 1988. The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public liability insurance for domestic workers.

11.7. This clause 11 does not exclude or limit in any way the Agency's liability for:

11.7.1. death or personal injury caused by the negligence of the Agency; or

11.7.2. fraud or fraudulent misrepresentation; or

11.7.3. any other matter for which it would be illegal or unlawful for the Agency to exclude or attempt to exclude the Agency's liability.

## 12. Termination

12.1. The Agreement shall continue until the Services have been provided as required in accordance with the Client Registration Form or any subsequent date as mutually agreed in writing by both parties.

12.2. Either party may terminate the Agreement by notice in writing at any time to the other if:

12.2.1. the other party commits a material breach of these Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

12.2.2. the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.

12.3. Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12.4. Where a Candidate has been offered and has accepted a position of employment on either a temporary or permanent basis, the initial placement service will be deemed to have been performed in its entirety and the full Placement fee will be payable, even where the Client has subsequently indicated a desire to terminate the Agreement.

### 13. Confidentiality / Consent / Data Protection and Transfers outside the EEA

13.1. All information provided by either party to the other, including but not limited to any personal details relating to the Candidate or the Client, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation, without prior written consent of the other or of the Candidate (as the case may be).

13.2. If the Client or a member of the Client's staff or any associate of the Client passes on an Introduction to any other person within twelve months of the Client's Introduction by the Agency to the Client resulting in the Engagement of the Candidate, the Client shall be liable for payment of the full Agency fee in accordance with the Agency's fee for permanent placements.

13.3. By entering into this Agreement the Client is providing explicit consent to the Agency to share their full name and home address and contact details with any prospective Candidates which the Client confirms to the Agency they wish to meet or interview. The Client also provides its explicit consent to contact from emails being sent from Consultants or other members of staff employed by the Agency, to the Client's email address and telephone numbers. Some of these emails may contain personal data.

13.4. By entering into this Agreement the Client is also providing explicit consent to any transfer of their personal data outside the EEA for the purpose of assisting the Client with services and products offered by the Agency. For further details see the data protection and privacy policy.

13.5. The Client acknowledges that (s)he has received a copy of the Agency's data protection and

privacy policy that clearly sets out how the Client's information may be used by the Agency.

### 14. General

14.1. Neither party may assign transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.

14.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing either by letter or email addressed to the other party at its registered office or principal place of business or such address as any at the relevant time has been previously notified to the party giving the notice.

14.3. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4. By registering with the Agency either via our website or by paying the relevant Registration fee you agree to receive email and/or postal correspondence from the Agency.

14.5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14.6. It is not intended that any of the terms of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

14.7. English law shall apply to this agreement and the parties agree to submit to the exclusive jurisdiction of the English courts.



## Terms & Conditions

### APPENDIX 1

#### Guardian Carers of London Ltd Cancellation form For use by a customer who wishes to cancel services

In order to be eligible for a refund under Consumer Rights legislation please email the following form to [cancellations@guardiancarers.co.uk](mailto:cancellations@guardiancarers.co.uk) as per the terms and conditions

I/We [\*] hereby give notice that I/We [\*] cancel my/our contract of sale for the supply of the following service [\*],

Purchased on [\*] / received on [\*], Name of consumer(s), Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date.....