





Salary and Benefits

PLEASE GIVE DETAILS OF THE SALARY AND BENEFITS YOU WOULD BE OFFERING YOUR EMPLOYEE:

**Maximum Weekly Salary:**

**Maximum Daily Salary:**

**Maximum Hourly Rate:**

**Holiday Entitlement:**

**Accommodation:**

**Use of Car:**

**Petrol Allowance:**

**Weekend Hourly Rate:**

**Evening Hourly Rate:**

**Entitled to accept Childcare Vouchers:**

**Own responsibility for Tax and NI:**

**Any other relevant Information:**

Signatures

**How did you hear about JEM Childcare Solutions?**

**I have read and accepted the attached Terms and Conditions:**

**Signed: (Mother):**

**Father:**

**Print Name:**

**Print Name:**

**Dated:**

**Dated:**

Office Use Only

**Office Use Only:**

**Client Reference No:**

**Date Received:**

**Terms and Conditions Attached:**



## JEM CHILDCARE SOLUTIONS

### Client Terms and Conditions of Business

FOR THE INTRODUCTION OF TEMPORARY STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

#### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“Assignment”</b>	means the period during which the Temporary worker is supplied to render services to the Client:
<b>“Client”</b>	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
<b>“Agency”</b>	means JEM Childcare Solutions of 13 Station Road Reading, Berkshire RG1 1LG
<b>“Engagement”</b>	means the engagement, employment or use of the Temporary Worker directly by the Client or any third party on a permanent basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee
<b>“Temporary Worker”</b>	means the individual who is introduced by the Agency to render services to the Client.
<b>“Transfer Fee”</b>	means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
<b>“Introduction Fee”</b>	means (i) the Clients Interview of Temporary Worker in person or by telephone, following the Client’s instruction to the Agency to supply a Temporary worker: or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker: and which leads to an Engagement of that Temporary Worker.
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.



## Terms

1. Introduction and subsequent engagement of a person introduced by the Agency is deemed to be an acceptance of our terms of business conditions and fees and agreement to pay the appropriate fee.
2. The client must notify the Agency within 24 hours of an engagement being agreed. The fee becomes payable when the engagement has been confirmed (not when the engagement commences). In the event of the invoice not being paid in full, the agency reserves the right to charge interest on the unpaid balance @ 5% per month or part thereof. The fees relate to the introduction only and do not relate to any pay due to the employee.
3. Introductions are confidential. Clients passing on information relating to candidates introduced to them by the Agency and resulting in subsequent employment elsewhere will be liable for the full fee.
4. The Agency acts as an introduction Agency only and whilst every care and reasonable effort is made to check the references are genuine, we strongly recommend that the client make their own enquiries and checks.
5. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence
6. The Agency acts as an introduction agency only and does not directly or indirectly employ staff. The responsibility for Income Tax, National Insurance or otherwise are the responsibility of the client. We strongly advise that you should seek advice from your Tax Office.
7. An introduction fee calculated in accordance with our attached fee structure will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agencies introduction.
8. If the client cancels the booking after an engagement has been agreed, but before the engagement commences, 50% of the Placement Fee will be charged. If the client cancels less than 2 weeks prior to the commencement of duties, the client will also be responsible to pay the applicant 75% of the agreed salary for 1 week in addition to the 50% Placement Fee.
9. Should the number of days or hours a part-time applicant works per week increase after the commencement of duties, the client shall be liable to pay the appropriate agency fee. The fee charged for the introduction of any applicant permanent or temporary is applicable to one engagement only. Re engagement of an applicant by the Client at a future date will be rechargeable at the current Agency placement fee. The Agency must be notified immediately of any such arrangement.
10. The employer must agree with the employee prior to commencement of duties, details of pay, and hours of work, holidays, sick pay, and notice period. We strongly advise that any contract completed between the employee and the employer must be in writing to avoid future misunderstandings and we can provide model contract forms if requested. We will assume that all terms of engagement have been agreed unless you inform the Agency in writing to the contrary prior to the commencement of engagement.



## Fee Structure .....

### TEMPORARY PLACEMENTS –

#### Nanny, Nanny-share, Nanny / Housekeeper

- Placement Fees Short term placements up to 8 weeks will be charged at £20 per day
  - Temporary booking filled and subsequently cancelled are non-refundable
  - Candidates are paid directly by Parent at the end of each week or on the last day of the assignment.
- Salary is dependant on experiences and hours etc

### TEMPORARY EMERGENCY CHILDCARE –

- Placement Fees for Temporary Emergency Childcare will be charged at £30.00 per day – bookings only accepted upon immediate payment of this fee.
  - Candidate are paid directly by Parent at the end of the assignment at a rate of £12.00 per hour.
  - This is for a maximum of two consecutive days

For All Temporary or Temporary Emergency booking filled and subsequently cancelled are non-refundable

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Dated:** \_\_\_\_\_