
Terms and Conditions of: The Frankfurt Nanny Agency

1. Fees and payments

1a) Terms and Conditions Contract is between the agency and the family/client.

1b) Acceptance of the Terms and Conditions is agreed by registration and or payment with the agency.

1c) The Frankfurt Nanny Agency will introduce a Client to the agency to carry out work for the Client of such nature.

1d) The Client will specify the requirements by providing the full details of work needed for the Candidate to carry out the job to the best of their abilities.

1e) The Agency acts as an Introduction Agency only and does not employ The Candidate directly or indirectly, who is self-employed.

2. Fees and payments

2a) All relevant and current fees are notified to the Client upon first contact with the agency.

(20% of the annual salary of the candidate including a 650,-EUR assignment fee which is non refundable but will be deducted from the final invoice)

2b) Fees are subject to change depending on the additional request the Client may have, varying but not excluding duration, location, transport costs, hours, amount of children, and rental of equipment.

2c) Fees, at the current rate of the Agency's charges, are to be paid by the Client upon the acceptance, either verbally or in writing, by a Candidate of any (fulltime, part-time or casual) position with the Client.

2d) Fees for semi-permanent and permanent nanny positions are payable within 10 week days from the date of the invoice submitted by the Agency, but no later than the start date of the nanny.

2e) Fees for casual babysitting are to be prepaid via our online payment system before the booking is confirmed or directly on location unless otherwise determined. Fees are based on the Agency's current rate of charges.

2f) Additional to the agency booking fee the salary of the Candidate is to be paid to the Candidate directly.

2g) The salary of the Candidate is based on the Agency's current rate of charges (Euro), unless agreed otherwise.

2h) Failure to pay the booking fee to the Agency within the 10 day period will result in a surcharge of 0.50% surcharge per months and a fee of 20 EUR. Failure to pay the Candidate directly will result in a surcharge of 25% of the whole payment to be paid to the Candidate. Failure to pay at all will result in payment to be forwarded to the appropriate creditors.

2i) It is the responsibility of the Client to notify the Agency if a Candidate has been offered employment.

2j) Re-engagement or extension of employment: if a Candidate returns to a Client at a future date (whether for a temporary, permanent or babysitting position) or if a temporary engagement is extended then the appropriate additional fee shall become payable. The Client agrees to notify the Agency of a re-engagement or extension of an engagement, but the fee will be charged if the Client fails to notify the Agency.

2k) In the case of temporary positions and babysitting bookings, unless otherwise agreed, the relevant fee is based on the number of hours, days or weeks initially requested. No refund or reduction from the Agency's current rate will be given in the case if the booking is cancelled or reduced in duration. If the temporary period is subsequently extended then paragraph 2j above will apply.

2l) The Client is required to reimburse the Candidate all reasonable traveling expenses when the candidate has to travel more than 30 minutes to the interview or place of employment.

2m) If you do not choose to hire one of our nannies there will be no fee payable.

3. Cancellations & Changes

3a) The Client should inform the Agency of any cancellations or changes to the booking as soon as possible, or at least 24 hours prior to the commencement of the position.

3b) Cancellations or changes made later than 24 hours before commencement may result in a surcharge of 3 hours (45 EUR) that will compensate the nanny for loss of time.

3c) If the Candidate were to cancel due to unforeseen circumstances, the Agency will endeavour to provide a suitable replacement at no additional cost.

3d) Payments for one time casual babysitting are nonrefundable.

3e) Payment for (semi) permanent positions are subject to our refund policy as stated under heading 4 below.

3f) If for any reason the service is unsatisfactory you must let us know on the day so we can offer an alternative satisfactory solution. If the solution is not acceptable, then we will come to an agreement regarding a refund, as stated under heading 4 below.

4. Refund policy

4a) If a Candidate engaged in permanent employment by the Client does not remain in the Client's employment for at least four weeks or has their employment terminated by the Client within four weeks of commencement, The Frankfurt Nanny Agency will provide a suitable replacement at no additional cost, if all the following conditions are met:

1. The Client notifies The Frankfurt Nanny Agency within 24 hours of the Candidate's notice of termination.

2. The Client paid The Frankfurt Nanny Agency's placement fee in full within 14 days of the invoice date.

3. The Client has not changed the Candidate's location of employment, the hours originally agreed by the Candidate and Client or the original job description and has provided the Candidate with an employment contract.

4. The Client did not terminate the Candidate's employment or the Candidate did not resign due to unreasonable demands placed upon the Candidate by the Client or for reasons stated above in '3'.

5. The Client still intends to employ a Nanny.

6. The Client has allowed The Frankfurt Nanny Agency six weeks

(commencing from the date the Client notified The Frankfurt Nanny Agency of the original Candidate's resignation or notice of termination) as sole Agency engaged by the Client to recruit a suitable replacement Candidate to be engaged by the Client and the Client has not taken on another Nanny.

If the Client has not met the above conditions (1) to (6) The Frankfurt Nanny Agency, the Client is responsible for full payment of the initial placement's invoice and no refund is due.

4b) If it is temporary or casual employment we do not normally offer a refund (unless there are exceptional circumstances with prior agreement, as stated in point 3c).

5. Confidential Information

5a) All communication, whether written or oral and however communicated, shall be confidential between the parties.

5b) Should the Client pass on any information including, details of Candidates, or recommend a Candidate to a third party resulting in a booking of permanent temporary or part time childcare employment then the Client will be liable for the relevant full fee as if the booking had been made by the Client itself and these terms and conditions shall apply accordingly.

6. Liability

6a) The Agency strives to provide the Client with the most suitable Candidates.

6b) Whilst all candidates are checked by The Frankfurt Nanny Agency it is the responsibility of the client to take up any references, health checks, police checks and qualifications as required and to ensure that all relevant insurances are in place.

6c) Whilst we at The Frankfurt Nanny Agency know how important it is to find a suitable nanny, we cannot guarantee the suitability, including characteristics such as reliability, honesty, confidentiality, professionalism and other behaviour, of any candidate introduced to the client by The Frankfurt Nanny Agency.

6d) The Agency does not accept any liability for any kind of inconvenience, loss or damage whatsoever and whether caused directly or indirectly from an act or omission of a Candidate introduced by the Agency. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Candidate introduced by the Agency and employed by the Client. Candidates are not the employees of the Agency.

6e) The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including child carers. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

6f) The client is the direct employer and is therefore responsible for all the employer obligations.

The Frankfurt Nanny Agency provides a complete service to parents – making the whole process as simple as possible. Additional to finding the ideal experienced nanny for you and your family, we can help you in the following if requested: nanny contracts, nanny pay, nanny tax, First Aid courses, nanny checks and references, advice on payments etc.

If you have any queries or questions regarding the terms and conditions then please do not hesitate to contact us.