

Terms and Conditions

These terms are full and binding between Caring Hands Services Ltd (the "Agency") and you (the "Client"). These terms supersede all other terms that may already be agreed between the parties.

The Agency is an introduction agency, the Babysitters we introduce, are engaged by you (the "Client") directly.

0. Definitions

'The Agency' shall be known as Caring Hands Services.

'The Agency Website' shall be known as www.caringhandsservices.co.uk;

'The Client' shall be known as the customer of Caring Hands Services.

'The Applicant' shall be known as the candidate introduced to The Client by Caring Hands Services.

'Contracted Term' shall be known as the term of contract agreed between The Agency and The Client.

1. Babysitter Introductions

- 1.1 The Agency will endeavour to introduce a potential Babysitter who it deems fits the scope of requirements as defined by The Client, a Client visit or call is optional to discuss The Client requirements. The client will provide all relevant details of the requirement, stating number of children requiring babysitting, their ages, address of client and main client contact in case of emergency, as well as a secondary contact should the first contact be unavailable.
- 1.2 The Client can book a babysitter by email, phone or via the booking form on the Agency's website, which is www.caringhandsservices.co.uk.
- 1.3 On acceptance of your booking, the Agency will confirm your booking with details of your allocated babysitter. The Agency will always strive to provide where possible the same babysitter you used previously, if that Babysitter is available.
- 1.4 It is essential that the client give's the Agency at least 24 hours notice for babysitter bookings, this is to ensure that both the Agency and potential Babysitter has sufficient time to confirm availability. The client is to note that should less than 24 hours notice is given for babysitter requirements, then the booking fee will be increased to £10 per booking, whereas the usual booking fee is £5. There is no guarantee of preferred Babysitter availability and with less than 24 hours notice, the Agency will always strive to provide a Babysitter, but the Client has to acknowledge that with little notice that a babysitter may not always be available and the Agency has no obligation or liability to you the Client if it cannot allocate a babysitter for any reason.
- 1.5 In advance of the Babysitting coming to the Client's property, the Babysitter will contact the Client to confirm booking, timings and arrangements. If the Client wishes to meet the Babysitter for the first time, prior to leaving the children, then the Client will arrange for the babysitter to arrive 30 minutes prior to booking. The client to note that it will be charged for the time the Babysitter is at the Client's property.
- 1.6 The Agency whilst attempting to ensure applicant suitability and introduction of applicant to The Client, The Client is responsible for satisfying itself over the potential Babysitter suitability,

2. Client Obligations

- 2.1 The Client agrees and acknowledges that the Agency is a Babysitting introduction service and it does not employ the babysitters booked by you.
- 2.2 The Client by clicking acceptance on the Caring Hands Services Ltd website www.caringhandsservices.co.uk agrees that it has read all terms and policies and procedures set up by the Agency in the selection and vetting of all babysitters used by the Client.

- 2.3 The Client is responsible for the supervision, direction, payment of the babysitter, including but not limited to the instruction and direction with dealing with any emergency, illness or house rules applicable during the appointment and whilst the babysitting is on the Client' property.
- 2.4 Whilst the Client is registered with the Agency and has an active membership, the Client will make all bookings with babysitters registered with the Agency, via the Agency. The client agrees not to make private direct approach to any Caring Hands Services registered babysitter. If the client breaches this clause, the client's registration will immediately be cancelled, without prejudice to any further rights or remedies the Agency may have. Further in this scenario the Client will not receive any refund on membership or associated fees.
- 2.5 The client agrees to keep all contact information provided to the Agency, accurate and up to date. Any changes to circumstances which would affect the babysitting service, such as change of address, need to be notified to the agency as soon as possible.
- 2.6 The client agrees to compensate the Agency for all reasonable costs, claims, demands, expenses or any other liability incurred by the Agency as a result of the client's failure to comply with this contract.

3. Fees

- 3.1 All Agency membership, booking fees and babysitter hourly rates are set out on the Agency's website www.caringhandservices.co.uk, which includes the Babysitting booking form. The Agency reserves the right to change its fees from time to time, all changes will be reflected in the Agency website, which also may include changes to client terms and conditions. All such changes shall be reasonable.
- 3.2 The booking fee is charged, each time a babysitter is allocated to the client.
- 3.3 The Client has to agree the timing of the Babysitter appointment in advance of the booking and agrees to pay the babysitter in cash at the then current rates as per the Agency's website www.caringhandservices.co.uk. The Client will pay the babysitter at the end of the evening.
- 3.4 The client to note that there is a minimum time of three hours per babysitting session and hourly rates there after will be rounded up to the nearest half hour.
- 3.5 Clients who contract with the Agency for babysitting services, must pay in full the chosen membership and booking fee before any babysitters are provided by the Agency.

4. Cancellations

- 4.1 The booking fee is not refundable once the agency has allocated a Babysitter for a booking on behalf of the Client.
- 4.2 If the Client wishes to cancel a booking, the Client needs to call the Agency as soon as possible, between 9am to 5pm Monday to Friday. A cancellation fee of £10.00 will be chargeable to the Client in addition to the booking fee if cancelled outside of these hours.
- 4.3 For any reason outside of the control of the Agency, the allocated babysitter cancels the appointment or fails to arrive at the confirmed time, the Client should immediately inform the Agency. The Agency will use reasonable endeavours to find another babysitter. If the Agency is unable to source another babysitter in the agreed timeframe

5. Confidentiality and Data Protection

- 5.1 The Agency and the Client agree to comply with the Data Protection Act 2018 and other relevant data protection legislation in force from time to time. You agree that the Agency may pass to your allocated babysitter such information provided by you as is relevant to your booking.

- 5.2 Other than where disclosure is required by law and in order to ensure babysitters are provided with such information about you as is necessary to provide the services, the Agency agrees to keep confidential all information obtained by the Agency about your household affairs and personal information, other than what is required above.

6. Refunds

- 6.1 No refunds shall be given if The Client wishes to terminate their registration membership after the first seven days. Refunds are only applicable to termination which occurs in the first 7 days of membership.
- 6.2 The Client Registration membership fee is not refundable if the client ends their membership before the agreed end of the membership period, there will be no pro-rata refund relevant to a remaining term. There are no refunds except subject to those specified in clause 6.1. However, a minimum amount of £22, plus any associated booking fee of £5 per booking will be retained from any refund to cover administration costs.

7. Termination of contract

- 7.1 The Client may give written notice to end membership at any time, the Client membership will continue to the end of the then current term. For example, if the client gives notice at month four of a twelve - month membership, the membership will continue until the end of the twelve month period, for refunds for any remaining term, please see clause 6.
- 7.2 The Agency may terminate the Client's contract with immediate effect if;
- 7.2.1 The Client breaches any of the terms in this agreement.
- 7.2.2 the client fails to pay any fees due either to the Agency or to the babysitter when due.
- 7.2.3 The Client makes a voluntary arrangement with its creditors or becomes subject to a bankruptcy order or unable to pay debts.
- 7.2.4 Subject to clauses 7.2.1, 7.2.2 & 7.2.3, otherwise all advance bookings made with the agency will be cancelled and any associated booking fees paid in advance will be returned to the Client, except for those reasonable costs incurred or owed to the Agency, which will be deducted from any fees to be returned,
- 7.3 On termination of the Client membership, for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date the Client registration for babysitting services.

8. Limitation of Liability

- 8.1 To the extent permitted by law, The Agency is an introduction agency and accepts no liability under any circumstances to The Client for loss, damage, expense, delay, expenses (including legal fees) or compensation, in each case, whether its direct or indirect or consequential and arising in any way connected with the services provided by The Agency.
- 8.2 The Agency is not liable for any act or omission of any babysitter introduced by The Agency, even if unknowingly if such an act or omission is negligent or fraudulent. The Agency is not liable for the failure to introduce any babysitters to The Client.
- 8.3 The Agency is not an employer and conduct their business as The Agency only for the purpose of effecting introductions of babysitters to The Client.

- 8.4 The Agency is not liable for;
 - 8.4.1 The Client's failure to comply with these terms and conditions;
 - 8.4.2 Any failure of the scheduled babysitter to keep an appointment, except where the Agency has failed to use reasonable care in confirming details of the appointment on behalf of the Client;
 - 8.4.3 Any act or omission of or the character of the allocated babysitter which is a reasonable person could not have identified from the selection and vetting procedures used by the Agency or information received by the Agency about the babysitter.
 - 8.4.4 The Clients relationship with the babysitter.
- 8.5 Notwithstanding anything contained in these terms and conditions, the Agency shall not be liable to the Client for any loss or damage (whether for loss of profit, loss of business, depletion of goodwill, or otherwise), costs, expenses or other claims for compensation whatsoever (however causes) which arise out of or in connection to these terms and conditions;
 - 8.5.1 as a result of any increase in the Clients loss due to a failure by the Client to comply with these terms and conditions;
 - 8.5.2 if the Agency has not breached any legal duty owed by it to the Client;
 - 8.5.3 if the loss or damage the client has suffered is not a reasonably foreseeable result of any breach by the Agency of its duty to the Client.
- 8.6 The Agency reserves the right to delay in the performance of its obligations under these conditions or to cancel the Client's Registration or membership without liability to the Client if it is prevented from or delayed in carrying on its business due to circumstances outside of it's reasonable control, including but without limitations, strike, lock out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion or unrest, Government action, acts of God, war or national emergency, or other circumstances beyond the Agency's reasonable control, provided that, if the event in question (such as the current Covid 19 Virus) continues for a continuous period in excess of three months, then either party shall be entitled to give notice in writing to terminate the registration.
- 8.7 The total liability of the Agency to the Client under these conditions shall be limited to the aggregate of the Client fees paid to the Agency.
- 8.8 Nothing in these terms and conditions shall exclude or limit the liability of either party to the other for death, personal injury or damage to the property caused by either party's negligence or fraudulent misrepresentation.

9.0 Complaints

- 9.1 The Agency hopes that you are satisfied with the babysitters provided. If you have any issues, complaints or concerns, then please inform the Agency immediately. Where possible, the Agency will allocate you an alternative babysitter for future bookings. If the matter cannot be resolved amicably, the Agency requests the Client to put their complaint in writing. If a complaint cannot be resolved between parties within 30 days, either the Client or the Agency may refer the complaint to ACAS for resolution.

10. Contract Term

- 10.1 This contract will be for the term agreed via the signed booking form between the Client and the Agency, unless terminated as per clause 11.

11. Termination

- 11.1 Either party may terminate this contract at any time giving 30 days' notice in writing, but The Client must pay all outstanding fees to both The Agency and or the Employee, otherwise all terms remain in full

force, until all outstanding payment is made. The Agency must also make any relevant and mutually agreed refunds that are outstanding to The Client.

12. General Terms

- 12.1 This contract shall be governed by the laws of England And Wales and any disputes arising under them shall be submitted to the exclusive jurisdiction of the courts of England and Wales.
- 12.2 The Agency reserves the right to change these terms on the Caring Hands Service's website www.caringhandsservices.co.uk where reasonable without notification to The Client.
- 12.3 The client may not assign, transfer or sub-contract all or any of their right or obligations under these terms and conditions.
- 12.4 The Contracts (Rights of Third Parties) Act 1999, shall not apply to these terms and conditions.