

Terms and Conditions

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

The Agency is an introduction agency, the "Clients" we introduce you to, engage you "The Babysitter" directly.

0. Definitions

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

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

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

"You" shall be known as "The Babysitter"

'The Babysitter' 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 Babysitter.

1. Babysitter Introductions

- 1.1 The Agency will endeavour to introduce to you a potential client who it deems suitable. The client will provide all relevant details of the babysitting 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 you via the Agency on the following mediums, phone, email and Agency website, which is www.caringhandsservices.co.uk.
- 1.3 The Agency will confirm the booking details of your allocated client. The Agency expects you to service repeat clients where ever possible.
- 1.4 It is your responsibility to contact the client 24 hours prior to a booking, to confirm all relevant appointment details in advance of you going to the Client's property. If the Client wishes to meet you for the first time, prior to leaving the children, then the Client will arrange for you to arrive 30 minutes prior to booking. You are to note that you will charge the client for this additional time at the property and that this time is not free to the client.
- 1.5 The Agency has in place a rigorous recruitment policy, however the Client is responsible for satisfying itself over your potential suitability for babysitting appointment.

2. Babysitter Obligations

- 2.1 You agree and acknowledge that the Agency is a Babysitting introduction service and it does not employ you the babysitter.
- 2.2 By clicking acceptance on the Caring Hands Services Ltd website www.caringhandsservices.co.uk you agree that you have read all terms and policies and procedures set up by the Agency for the babysitters introduction service to clients by Caring Hands Services Ltd.
- 2.3 Whilst you are registered with the Agency and have an active contract, you agree not to make private direct approach to any Caring Hands Services registered clients, If you breach this clause, your contract will immediately be terminated, without prejudice to any further rights or remedies the Agency may have.
- 2.4 You agree to keep all your contact information provided to the Agency, accurate and up to date. Any changes to circumstances which would affect the babysitting service, such as your contact details, need to be notified to the agency as soon as possible.

- 2.5 You agree to compensate the Agency for all reasonable costs, claims, demands, expenses or any other liability incurred by the Agency as a result of your failure to comply with this contract.

3. Fees

- 3.1 You and the Client have to agree the timing of the babysitting appointment in advance of the booking and client will pay you in cash at the then current rates as per the Agency's website www.caringhandservices.co.uk. The Client will pay you at the end of the evening, for every babysitting appointment.
- 3.2 You are to note that there is a minimum time of three hours per babysitting session and hourly rates thereafter will be rounded up to the nearest half hour.
- 3.3 Caring Hands Services Ltd do not pay you fees for any element of the services you provide to clients, all fees associated with your babysitting service are paid to you by the client.

4. Cancellations

- 4.1 Once you have accepted a babysitting appointment you are responsible for arriving at the client's property on time for the agreed appointment.
- 4.2 If whatever reason you have to cancel a babysitting appointment after acceptance, you will as soon as possible telephone the Agency to confirm cancellation and to provide the reason for this cancellation, texting, what app messages or any other form of written communication is not acceptable.

5. Confidentiality and Data Protection

- 5.1 The Agency and you 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 provide you such necessary client information that is necessary for your babysitting appointment.
- 5.2 Other than where disclosure is required by law and in order to ensure clients are provided with such information about you as is necessary to provide the services, the Agency agrees to keep confidential all information not required by the client for your babysitting appointment, other than what is required above.

6. Termination of contract

- 6.1 You may give written notice to end your contract at any time, though a minimum of one week's notice is required, to ensure that you are not contacted for new babysitting appointments after you have given notice to terminate the contract.
- 6.2 The Agency may terminate your contract with immediate effect if;
- 6.2.1 On three or more occasions where your cancellation of a babysitting appointment is unreasonable, or too short notice is given by you to cancel a babysitting appointment;
- 6.2.2 There have been three or more justifiable client complaints about the babysitting service you provide;
- 6.2.3 Where on three or more occasions you have been more than 15 minutes late for client babysitting appointments for no justifiable reason and have not called the client or the Agency to explain that you are arriving late for the agreed babysitting start.
- 6.2.4 You breach any of the terms in this agreement;

- 6.3 On termination of your contract, for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date of the commencement of your contract.

7. Limitation of Liability

- 7.1 To the extent permitted by law, The Agency is an introduction agency and accepts no liability under any circumstances to you 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.
- 7.2 The Agency is not liable for any act or omission of the client 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 provide you any babysitting appointments.
- 7.3 The Agency is not an employer and conduct their business as The Agency only for the purpose of arranging babysitting appointments introductions of babysitters to clients and checking your suitability for babysitting appointments.
- 7.4 The Agency is not liable for;
- 7.4.1 Your failure to comply with these terms and conditions;
- 7.4.2 Any failure of the client to keep a babysitting appointment, except where the Agency has failed to use reasonable care in confirming details of the appointment on behalf of you;
- 7.4.3 Any act or omission of or the character of the client, which a reasonable person could not have identified from the client membership registration process used by the Agency or information received by the Agency about the client.
- 7.4.4 The Clients relationship with you.
- 7.5 Notwithstanding anything contained in these terms and conditions, the Agency shall not be liable to you 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;
- 7.5.1 As a result of any increase your loss due to a failure by you to comply with these terms and conditions;
- 7.5.2 If the Agency has not breached any legal duty owed by it to you;
- 7.5.3 If your loss or damage you have suffered is not a reasonably foreseeable result of any breach by the Agency of its duty to you;
- 7.6 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.

8.0 Complaints

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

9 Contract Term

9.1 This contract continued until terminated by either party, unless terminated as per the provisions of clause 6.

10. General Terms

10.1 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.

10.2 The Agency reserves the right to change these terms on the Caring Hands Service's website www.caringhandservices.co.uk where reasonable without notification to you.

10.3 You may not assign, transfer or sub-contract all or any of their right or obligations under these terms and conditions.

10.4 The Contracts (Rights of Third Parties) Act 1999, shall not apply to these terms and conditions.