

# MIDAS PRIVATE STAFF

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF AU PAIRS, Mothers help,  
and companions for the elderly

TO BE DIRECTLY Engaged BY (host Family)

## 1. DEFINITIONS

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

“Applicant” Means the person introduced by the Agency to the Client for an Engagement including any office or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff.

“Client” means the host family

“Agency” means: MIDAS PRIVATE STAFF

“**Engagement**” means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary 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 which the Applicant is an officer or employee.

“**Introduction**” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.

“**Au pairs- Pocket money Remuneration**” Au pairs are generally paid as follows: but it can differ by agreement.

Au Pair 30 hours per week £80– £100 (to include £20 towards language school or other)

Extra work to be payable at £4.50 per hour minimum. An au pair should not be left in sole charge of a child under 2 years old

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

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

## 2. THE CONTRACT

2.1 These Terms constitute the contract between the Agency and the (Host family) Client and are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an introduction.

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2.2 These terms contain the entire agreement between the parties unless otherwise agreed in writing by a Director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 3. NOTIFICATION AND FEES

3.1 The Client agrees.

a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant.

b) To notify the Agency immediately that its offer of an engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and

c) To pay the Agency's fee within 3 days of the formal date of invoice.

The Agency will reserve an Au Pair for you for 3 days to allow time for the letter of invitation to be received and for you to pay the agency fee.

3.2 Except in the circumstances set out in clause 5.1 below the fee will become due upon the Host family receiving written/or verbal confirmation that the au pair has agreed the terms of the invitation letter. The agency will then render an invoice to the Client.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 28 days at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment.

3.4 The fee payable to the Agency by the Host family (Client) for an introduction resulting in an Engagement is as follows: AU PAIRS

3.5 Couples £899.00

3.6 Summer au pair 3 months or less £255.00-not subject to rebate

3.7 Au pair 3-5-month placement £399.00

3.8 Au pair over 6-8-month placement £495.00

3.9 Au pair 9-12 months £655.00

3.10 Driver additional £49.00 per placement

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3.11 Mothers Help / Elderly companion (full time) £785.00

Current applicable rate of VAT will be additional to the fee payable.

3.12 In the event that the Engagement is for a fixed term of less than 12 months, the fee fees in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the applicant within 3 calendar months from the date of termination of the first Engagement or withdrawal of the offer the Client shall be liable to pay a further fee based on the additional remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner. In no case will the fee be greater than the cost for a 12-month engagement

3:13 All host families are also responsible for meeting the Au Pair at her/his point of arrival in the UK. It is the responsibility of the family to protect the Au Pair in their care from accident and illnesses by means of comprehensive home insurance.

3:14 If an Au Pair is required to drive, it is the responsibility of the host Family to provide adequate car insurance and to check the competency of his/her driving before allowing him/her to drive in the course of her duties or have children as passengers.

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### 4. REFUNDS

4.1 To qualify for the following refund, the Client must have paid the Agency's fee within the terms of business as stated below. and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination. All fees must be paid prior to an invitation letter being submitted to a prospective Au Pair.

4.2 If the Engagement terminates or before the expiry If the Au Pair leaves within 6 weeks of arrival a replacement Au Pair will be offered free of charge. Only One free replacement is allowed per Agency fee paid after which it will be a new transaction. If no suitable Au Pair is available a refund will be given as follows of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.

4.3 In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

### 5. CANCELLATION FEE

5:1 If after an offer of Engagement has been made and accepted by the Applicant and the Client decides for any reason to withdraw it, before the start date, the Client will receive a refund of 60% of the fee paid to the agency.

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5:2 If the Au Pair is due to arrive in under 10 working days, of the client cancelling, the refund will be subject to the cost of any expenses incurred by the applicant as a result of the cancellation including accommodation and travel, telephone calls.

5:3 If an Au Pair cancels after accepting the family's invitation, an immediate replacement will be offered free of charge.

a) If a suitable replacement cannot be found the client will be refunded fully.

### 6.0. INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced to the Client by the Agency which results in an Engagement with that third party within 6 months of the introductions by the Agency to the Client renders the Client liable to payment of the Agency's fees as set out in clause 3.4 with no entitlement to any refund.

6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant Engaged by the Client 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 Agency's introduction.

6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

### 7.0. SUITABILITY AND REFERENCES

7.1 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill, Midas will check all references and any legal or criminal check required by law; we will also check Driving licence and passport providing copies of all documentation to the client.

7.2 The Client shall satisfy him/herself as to the suitability of the Applicant and the Client should take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and satisfying any medical and other requirements, qualifications or permissions required by law of the country in which the Applicant is engaged to work.

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7.4 To enable the Agency to comply with its obligations under clauses 7.1 and 7.2 the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## 8.0 LIABILITY

8:1 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

## 9. LAW

9.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

## 10 REFUNDS

### SCHEDULE: SCALE OF REFUND

10:1. The following scale of refund applies only if the client complies with the provisions of clause 3.1 of these Terms of Business.

2. Where the Applicant leaves during the first 6 weeks of the engagement a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

Weeks in which the Applicant leaves:	% of Introduction fee refunded
1 – 2	90%
3 – 4	50%
5 – 6	25%

I/we confirm that having read and agree to the Terms and Conditions of MIDAS PRIVATE STAFF.

For & on behalf of the Host Family Date: .....

Signed by Client .....Print name.....

SIGNED BY AUTHORISED PERSON FOR AND ON BEHALF OF MIDAS PRIVATE STAFF:

Signed .....Name..... Date.....

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