

### TERMS AND CONDITIONS FOR SUPPLYING A BABYSITTER - INDIVIDUAL

1. These terms and conditions shall represent a legally binding contract between the parent (the "Client") and the Tinies childcare agency ("Tinies"). All variations shall be agreed between the parties and supplied in writing. The verbal or written instruction by the Client to Tinies to submit suitable childcarers for babysitting or for contact or for interview shall constitute acceptance by the Client of these terms and conditions. The term "Childcarer" means a person whose services are supplied by Tinies to the Client for babysitting work ("the Assignment"). When supplying a Childcarer on an Assignment, Tinies are acting as an employment agency. Childcarers are not employed by Tinies.
2. The Client agrees to pay Tinies babysitting fees as advised/accompanying these terms. The Client will pay the Childcarer the agreed hourly rate for babysitting as advised by Tinies. The pay for each babysitter varies, depending upon their qualifications and experience. Bank Holidays are usually charged at double time.
3. All Assignments must be paid for by credit card or BACS payment at the time of booking.
4. Any further bookings of the Childcarer must be directed through Tinies. The direct employment or use of the Childcarer by the Client on a permanent or temporary basis, whether under a contract for services, an employment contract or any other engagement ("the Engagement") renders the Client subject to the payment of a fee as per Tinies fees applicable at the time.
5. All communication, whether written or oral and however communicated, shall be confidential between the parties. Should the Client pass on any information including, *inter alia*, details of Childcarers, or recommend a Childcarer 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. Tinies endeavours to provide the Client with only the most suitable Childcarers, having performed all checks required by law. All relevant information pertaining to a Childcarer introduced to the Client will be supplied as required by law. However the final decision to employ a Childcarer is the sole responsibility of the Client and Tinies does not accept any liability for any kind of inconvenience, loss or damage howsoever arising and whether caused directly or indirectly from an act or omission of a Childcarer introduced by Tinies. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Childcarer introduced by Tinies and employed by the Client. Childcarers are not the employees of Tinies. The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including childcarers. Tinies does not exclude or restrict liability for death or personal injury resulting from its negligence.
7. Cancellation: a fee of £20 plus VAT is chargeable if an Assignment is cancelled within 24 hours before the Assignment was due to commence. There is a minimum booking fee of 3 hours.
8. Ratios: All Tinies Childcarers work on a maximum of a 1:3 ratio meaning that should a Client have more than 3 children they would require an additional Childcarer.
9. The babysitting service operates from 6:30pm/7:00pm every evening. Tinies office is open between 9am – 5.30pm Monday to Friday to take bookings. Bookings can be made by telephone or by e-mail. A booking is only confirmed once Tinies has acknowledged the booking by e-mail or telephone and has notified the Client of the name of the babysitter for the evening and her hourly rate.
10. The Client should provide as much notice as possible to book a Childcarer. The notice period to guarantee a Childcarer is one week in advance. However we appreciate that this is not always possible and we will always endeavour to find a Childcarer at short notice.
11. Tinies will always endeavour to provide the Client with the same Childcarer but this may not always be possible.
12. Tinies reserves the right to exchange the Childcarer notified to the Client for another Childcarer without any change in the fee.
13. The Client must provide the Childcarer with two contact telephone numbers in case of an emergency such as mobile phone number, as well as a neighbour or person nearby. Any out of hours doctor surgery numbers must also be left with the Childcarer.

# Tinies

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## The Childcare Experts

14. The Client must also provide the Childcarer with relevant information such as children's bedtimes, allergies, favourite toys and food etc.
15. If circumstances arise that may cause a delay to your homecoming please contact your Childcarer direct, and not Tinies, and inform her of any revised expected time of arrival.

Tinies