

# TERMS & CONDITIONS OF BUSINESS



*These Terms & Conditions of Business regulate the basis upon which SunnyNanny AU-PAIR AGENCY Ltd, registered at the Registrar of Companies under REG-number HE330054, residing in Limassol, introduces Candidates to the Client and they are deemed to be accepted by the Client upon the Client's receipt of details of Candidates or to commence a recruitment assignment or agreement to interview or offer of employment to any Candidate whose details are submitted to the Client by SunnyNanny AU-PAIR AGENCY.*

## 1. DEFINITIONS

1.1. In these terms of business the following definitions are used unless the context otherwise requires:

- "SunnyNanny" means SunnyNanny AU-PAIR AGENCY Ltd, registered at the Registrar of Companies under REG-number HE330054, residing in Limassol;
- "Candidate" means a person who may be suitable for a position with the Client or whom the Client may wish to be introduced to;
- "Engagement" means the acceptance by a Candidate, either orally or in writing, of an offer of a position to the Candidate whether or not that position is the same to which the interview related and whether the offer is oral or in writing;
- "Fee" means the percentage of the Remuneration of the candidate which is payable by the Client to the SunnyNanny for the introduction of the Candidate as set out in the Fee Structure;

## 2. FEES

- 2.1. The fee of 5% of the annual gross remuneration of the Candidate will apply in respect of any instructions received from the Client regarding any Engagement or proposed Engagement.
- 2.2. The Client shall pay the Fee, within 7 days of the date of issuance of the invoice, no later than 5 days prior to the placement of the Candidate. VAT, if applicable, shall be payable by the Client in addition to the Fee. Fees are calculated in Euro. A Fee shall be charged to the Client on the day the Candidate commences work or enters in an expressed or implied contract of employment.
- 2.3. If the Client fails to make any payment when due the SunnyNanny shall be entitled to charge interest on the amount unpaid at the rate of 5% above the base rate of Hellenic Bank Public Company Ltd.

## 3. REFUNDING

3.1. If an Engagement is terminated by the client or candidate for whatever reason (other than redundancy or breach of Terms & Conditions) within the first 8 weeks after commencement of the assignment and providing the Fee has been paid (refer 2.1), then the SunnyNanny will provide a one-time free replacement candidate or will refund to the Client on the following basis:

- Terminated 1 week           **80% Refund**
- Terminated 2 weeks       **60% Refund**
- Terminated 3 to 4 weeks   **40% Refund**
- Terminated 5 to 8 weeks   **20% Refund**

## 4. ACCEPTANCE OF TERMS

4.1. The Client is deemed to have agreed to and accepted these terms and conditions upon the arrangement of an interview with the Client or by the Client with a third party of any person referred by SunnyNanny to the Client the "Candidate" with a view to interview. The introduction fee as defined above will be charged whether or not the Client knew of the Candidate previously subject to client specifically asking SunnyNanny for details of a candidate or to arrange an interview with a candidate.

## 5. CONFIDENTIALITY

5.1. The introduction of a Candidate or the provision of a Candidate's details is done on a strictly confidential basis and is conditional upon the Client agreeing not to disclose any information about a Candidate to any other person, firm or Company without SunnyNanny's prior written consent. During the course of the piece of recruitment and thereafter both the Client and SunnyNanny undertake that any propriety, commercially sensitive and confidential information, pertaining to the other Party, may not be imparted in any way to any third parties.

## 6. MISCELLANEOUS PROVISIONS

- 6.1. These Terms & Conditions of Business are the complete and the only Terms & Conditions of Business between parties and supersede any previous Terms & Conditions of Business issued by SunnyNanny. No variations to the Terms & Conditions of Business shall be effected unless confirmed in writing and signed by a Director of the SunnyNanny.
- 6.2. The Client shall be solely responsible for satisfying itself as to the proficiency and integrity of a Candidate and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and for arranging all medical and other examinations of, either express or implied, on the introduction of any Candidate to the Client. The SunnyNanny will accept no liability for any loss, costs, expenses, damages or delay howsoever occasioned which the client, its servants, agents, clients or others may suffer or become liable for arising out of or in connection with the introduction to or employment by the Client of any Candidate.
- 6.3. In the event that a Candidate, introduced by the SunnyNanny, is rejected by the Client or rejects the Client's offer of employment and is subsequently employed by the Client, in any capacity, within 12 months of the original introduction then such engagement shall be an Engagement within the terms hereof and the Fee shall be payable by the client in accordance with these Terms & Conditions of Business.
- 6.4. The Client shall notify the SunnyNanny immediately after its offer of Engagement to the Candidate has been verbally accepted and shall provide details of the full remuneration package to the SunnyNanny within one working day. In the event that a client effects an introduction of any Candidate originally introduced to it by the

SunnyNanny to any third party which results in the employment of that Candidate by that third party within 12 months of the initial introduction date by the SunnyNanny then the Fee shall be payable by the Client as if the Engagement has been within the terms hereof.

- 6.5. The Client is obliged to pay to the candidate the agreed salary on agreed date, not doing so will be considered as serious breach of the Terms & Conditions.
- 6.6. All information supplied by the SunnyNanny is confidential and intended for the exclusive use of the Client and the SunnyNanny shall accept no liability for any loss or damage occasioned through the disclosure by the Client of such information.

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These terms and conditions are effective from August 2016.

I (Name) ..... ID number.....,

Street Address: .....

ZIP Code and City: .....

confirm that I have read, understood and agree to the Terms & Conditions of Business of SunnyNanny AU-PAIR AGENCY. I am aware that after successfully hiring a candidate from SunnyNanny AU-PAIR AGENCY I will be liable to pay their recruitment fee within fourteen days. This agreement is valid for twelve months from the date of signature.

Date .....

Place .....

Signature .....

Please send signed copy back at [info@sunnynanny.com](mailto:info@sunnynanny.com) together with copy of your identification document.