



## TERMS AND CONDITIONS OF BUSINESS OF AGENCY

1. Use of the services of the Agency will be deemed acceptance of the following terms and conditions. The Agency is prepared to consider changes - but these will only be effective if signed by a Director.
2. The Agency agrees to provide an Aunt as specified overleaf. The Client has the option to meet the Aunt and acceptance of the Aunt's services will be deemed satisfaction with the suitability and integrity of the Aunt put forward.
3. The Agency will charge the Client for its services as quoted. A fee of 25% (plus VAT) of the total sum due is payable to the Agency at the time of booking.
4. Payment of Aunt:
  - i. The Client is responsible for paying the Aunt's remuneration on completion of the contract immediately on receipt of the Aunt's invoice.
  - ii. The Client is also responsible for any travelling expenses calculated at 40p per mile incurred by the Aunt or for reimbursement of fares by public transport. The Client will provide food for the Aunt during the period of the contract.
5. The Agency takes great care in selecting responsible and suitable Aunts. However the Agency can accept no responsibility for the acts and omissions of any Aunt or for any loss or damage caused or contributed to by the Aunt, save as required by statute.
6. Should an Aunt be taken ill or injured or for any reason not be able to complete the contract the Agency will use its best endeavours to make alternative arrangements.
7. If the Client engages the Aunt whether for a definite or indefinite period in any capacity within 12 months of the expiry of this contract the Agency will be entitled to receive payment of a once-off fee equal to four times the weekly remuneration paid by the Client to the Aunt. This fee will be payable at the commencement of the engagement.
8. In the event of cancellations which are notified to us in writing earlier than 14 days prior to the start of the booking period, the fee will either be refunded in full or held over to be used on a subsequent booking. Cancellations made later than this will result in the fee being forfeited. The Agency has never cancelled a contract but we are required by law to tell you that if we do cancel a contract less than fourteen days prior to the start of the booking period, then you will be entitled to a refund of the proportion of the fee already paid, together with a further payment in the same amount to represent compensation for late cancellation.
9. The Client must, before handing over the Primary Responsibilities, complete the Agency's checklist with the Aunt.
10. In the event that the Aunt does not have sole control (ignoring cleaners or gardeners) during the Contract then the Aunt will be entitled to make a small extra daily charge (details on request). In these circumstances the Aunt will not be responsible for any breaches of security.

## CONDITIONS FOR AUNT

- a) The Aunt will carry out the primary responsibilities agreed with the Client and keep the house clean and tidy to a reasonable standard.
- b) The Aunt may not:
  - i) Leave the house except in an emergency for more than one hour after dark, or leave the house except in the performance of his/her duties, for more than three hours a day unless relieved by the Agency or a person authorised to do so by the Client.
  - ii) Have overnight visitors nor more than one daytime visitor at a time. Such visitors must leave the house by 11pm.
  - iii) Drink the Client's alcoholic beverages without permission.
- c) The Aunt is not responsible for any loss or damage to a Client's property, however caused (except as required by statute).
- d) In the event of a problem or emergency arising the Aunt will use his/her own discretion and will contact the Agency forthwith.
- e) In the event of cancellations less than 48 hours prior to the commencement of the booking, 50% of the Aunt's fee shall be payable to the Aunt up to a maximum of £100. In the event the Aunt is en route to or has arrived at the booking, or the Client returns early during a booking, the Aunt must be paid in full.

## NOTES

- INSURANCE:** If the Client's car is to be used by the Aunt, Insurance cover must be in force. The Client is responsible for checking that the Aunt's driving licence is valid and for informing Insurers of their departure and the presence of the Aunt in the house. Aunts are responsible for their own Public Liability Insurance.
- CLEANING:** The house will be maintained to a normal standard but Clients are respectfully asked to note that the Aunts are not cleaners.
- DATES:** The Client should inform the Agency of any change or extension in booking dates to avoid inconvenience to other Clients.
- PAYMENT:** Invoices unpaid by the due date can render the booking liable to cancellation without notice and without any liability on the part of the Agency.