

## 14. INTRODUCTIONS TO THIRD PARTIES

Introductions of Candidates are confidential. If you disclose a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an Engagement of the Candidate by the third party within six months of the Introduction by us of the Candidate to you, then you will be liable to pay us an Introduction Fee in accordance with clause 12. In the event of a Third Party Introduction neither you nor the third party shall be entitled to a refund of the Introduction Fee under clause 13 in any circumstances.

## 15. SUITABILITY CHECKS

- 15.1 You shall satisfy yourself(ves) as to the suitability of the Candidate for the position you are seeking to fill. You are responsible for:
- 15.1.1 taking up any references provided by the Candidate before Engaging the Candidate;
- 15.1.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
- 15.1.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- 15.1.4 Satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 15.2 To enable us to comply with our obligations under applicable legislation, you undertake to provide us with details of the position which you seek to fill, including the following:
- 15.2.1 the type of work that the Candidate would be required to do;
- 15.2.2 the location and hours of work;
- 15.2.3 the experience, training, qualifications and any authorisation which you consider necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
- 15.2.4 any risks to health or safety known to you and what steps you have taken to prevent or control such risks;
- 15.2.5 the date you require the Candidate to commence the Engagement;
- 15.2.6 the duration or likely duration of the Engagement;
- 15.2.7 the minimum rate of Remuneration, expenses and any other benefits that would be offered;
- 15.2.8 the intervals of payment of Remuneration; and
- 15.2.9 the length of notice that the Candidate would be entitled to give and receive to terminate their employment with you.

## 16. CONFIDENTIALITY AND CANDIDATE PERSONAL DATA

- 16.1 All information relating to a Candidate is confidential and subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing work-finding services to you. Such information must not be used for any other purpose nor divulged to any third party and you undertake to abide by the provisions of the DPA in receiving and processing the data at all times.
- 16.2 Please note that clause 23 also applies to Nanny Introduction Services.

## 17. TERMINATION

- 17.1 Either of us may terminate the arrangement between us at any time by providing the other party with two calendar months prior notice in writing.
- 17.2 The provisions of clause 26 shall also apply to Nanny Introduction Services.

## SECTION D: ADDITIONAL GENERAL TERMS APPLICABLE TO ALL SERVICES

### QUALITY OF SERVICES

- 18.1 You must provide us, in sufficient time, with any information and instructions relating to the Services or your child/children, and any changes to the information provided, that is or are necessary to enable us to provide the Services in accordance with these Terms.
- 18.2 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Registration by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required and we will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as a result.
- 18.3 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

### COMPLAINTS

- 19.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible. We will:
- 19.1.1 provide you with a full or partial refund, if applicable, and depending on what is reasonable; or
- 19.1.2 in the case of Nursery Services, provide you with free sessions, depending on what is reasonable.
- 19.2 These Terms will apply to any free sessions of the Nursery Services we supply to you.

### NON-SOLICITATION AND ENGAGEMENT

- 20.1 You shall not, without our prior written consent, at any time from the date of your Registration Form to the expiry of six months after termination of the arrangement between us, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee of ours.
- 20.2 If:
- 20.2.1 we give consent in accordance with clause 20.1; or
- 20.2.2 any Candidate Introduced to you by us or any employee of ours with whom you had personal dealings accepts an Engagement with you while employed by us or within six months of leaving our employment, you shall pay us an Introduction Fee calculated in accordance with clause 12.2 and payable in accordance with clause 12.5.

### INTELLECTUAL PROPERTY RIGHTS

- 21.1 The copyright, design right and all other intellectual property rights in any advertising or promotional materials and other documents or items that we prepare or produce in connection with the Services will belong to us absolutely.
- 21.2 You may not use the materials, documents or other items detailed in clause 21.1 for any commercial purpose.

### CONFIDENTIALITY

You undertake that you shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning our business, affairs, customers, clients, candidates, employees or suppliers, except to any of your employees, representatives or advisers who need to know such information for the purposes of carrying out your obligations under these Terms (provided that you ensure that such employees, representatives or advisers comply with this clause) and as may be required by law, court order or any governmental or regulatory authority. You shall not use any of our confidential information for any purpose other than to perform your obligations under these Terms.

### LATE PAYMENT

- 23.1 If you do not make any payment due to us by the due date for payment (as set out in clause 6.11 to clause 6.16 or clause 12.5), we may

- 23.1.1 charge you (in our absolute discretion):
- 23.1.2 A £25 administration fee (or such increased administration fee as is notified to you from time to time) which you agree represents a genuine and fair pre-estimate of the reasonable costs and expenses we may incur in obtaining payment from you where the payment is no more than three months late; and
- 23.1.3 interest on the overdue amount at the rate of 5% a year above the base rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The base rate applying will be the base rate on the due date for payment. You must pay us interest together with the overdue amount; and
- 23.2 our other reasonable costs and expenses (including, without limitation, our internal management and administration costs and legal fees and disbursements) incurred by us in the collection of obtaining payment from you where the payment is more than three months late.
- 23.2 All direct debits and cheques returned unpaid will incur an administration charge of £10. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of Nursery Services in respect of any or all of your children until you have paid the outstanding amounts.

### LIMITATION OF LIABILITY

- 24.1 Subject to clause 24.2:
- 24.1.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.
- 24.1.2 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 24.1.3 In respect of the Nanny Introduction Services, we are not responsible under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by you arising from or in any way connected with:
- (a) our seeking a Candidate for you; or
- (b) our failure to Introduce any particular Candidate or any Candidate at all.
- 24.2 This clause does not exclude or limit in any way our liability for:
- 24.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
- 24.2.2 fraud or fraudulent misrepresentation; or
- 24.2.3 any other liability which we are not permitted to limit or exclude by law.

### EVENTS OUTSIDE OUR CONTROL

- 25.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 25.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- 25.2.1 strikes, lock-outs or other industrial action; or
- 25.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- 25.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- 25.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- 25.2.5 impossibility of the use of public or private telecommunications networks.
- 25.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

### TERMINATION

- 26.1 We may at any time terminate this agreement with immediate effect by giving notice to you if you are the subject of a bankruptcy petition or order.
- 26.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

### TRANSFER OF RIGHTS AND OBLIGATIONS

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

### NOTICES

Except as otherwise provided, all notices sent by you to us must be sent to Pennies Day Nursery Limited at Newnham Court Shopping Village, Bearsted Road, Maidstone, Kent ME14 5LH or 149 Hockers Lane, Weaving, Maidstone, Kent ME14 5JY, dependant on which setting your child attends. We may give notice to you at either the e-mail or postal address you provide to us in the Registration Form. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

### YOUR PERSONAL DATA

- 29.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.
- 29.2 You acknowledge and agree that we may pass your details to credit reference agencies.

### GENERAL

- 30.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 30.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 30.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 30.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.



# Terms and Conditions

## Pennies Day Nursery and Pennies Nannies

### Terms and Conditions of Business

To enable us to provide and maintain the highest possible standards of service, it is necessary for all parents to be aware of, and abide by, the following terms and conditions.

By using the service of Pennies Day Nursery Limited you become bound by its terms and conditions.

Nursery Services: please see sections A, B and D.

Nanny Introduction Services: please see sections A, C and D.

### SECTION A: INTERPRETATION AND BASIS OF REGISTRATION

#### 1. INTERPRETATION

- 1.1 The definitions in this clause apply to these Terms:

<b>Cancellation Fee:</b>	the fee payable by you to us when you withdraw an offer of Engagement made to a Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 12.
<b>Candidate:</b>	a person Introduced by us to you for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of our own staff.
<b>Deposit:</b>	for Nursery Services, a deposit of 50% of one month's fees, payable on Registration.
<b>Engagement:</b>	the engagement, employment or use of the Candidate by you or by any third party to whom the Candidate has been Introduced by you, 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; or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly.
<b>Introduction Fee:</b>	the fee payable by you to us for an Introduction resulting in an Engagement and as required under clause 12 or clause 14.
<b>Nanny Introduction Services:</b>	our nanny introduction services that we are providing to you as set out in the Registration Form.
<b>Nursery Services:</b>	our nursery services that we are providing to you as set out in the Registration Form, including after school club, breakfast club and holiday club services if you book these.
<b>Pennies Employees:</b>	any employee employed by us or any person who personally performs work for us but who is not in business on their own account or in a client/customer relationship.

<b>Registration:</b>	your registration for the Services as set out in the Registration Form; and “Register” shall be construed accordingly.
<b>Registration Form:</b>	the Registration Form completed by you to Register for the Services.
<b>Remuneration:</b>	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable emoluments payable to or receivable by the Candidate for services rendered to or on your behalf or on behalf of any third party. Where you provide a company car, a notional amount representing the value of this benefit will be added to the salary in order to calculate the Cancellation Fee or the Introduction Fee.
<b>Replacement Candidate:</b>	any Candidate Introduced by us to you to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 6 weeks of the Engagement.
<b>Services:</b>	the Nursery Services and/or Nanny Introduction Services, as applicable, that we are providing to you as set out in the Registration Form.
<b>Terms:</b>	the terms and conditions set out in this document.
<b>We/us/our:</b>	Pennies Day Nursery Limited, a company incorporated in England and Wales with company number 3496768 whose registered office is at Newnham Court Shopping Village, Bearsted, Maidstone, Kent ME14 5LH; also trading as “Pennies Nannies Limited”.
<b>You/your:</b>	the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which a Candidate is introduced or who enters into a contract for Services with us.

1.2 Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.  
1.3 Headings do not affect the interpretation of these Terms.

## 2. BASIS OF REGISTRATION

- 2.1.1 We consider these Terms, the Registration Form and our fee structure to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with natural persons who are acting outside their trade, business or profession.
- 2.1.2 Please check that the details in these Terms and on the Registration Form are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.
- 2.1.3 Please ensure that you read and understand these Terms before you sign and send the Registration Form to us, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.
- 2.2 Any advertising we issue, and any descriptions or illustrations contained in our brochures or other promotional materials, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.
- 2.3 If any of these Terms are inconsistent with any term of the Registration Form, the Registration Form shall prevail.
- 2.4 The Registration Form is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion. The nursery place will not be confirmed until we receive your Deposit and will always be subject to availability.
- 2.5 These Terms shall become binding on you and us when:  
2.5.1 we issue you with written acceptance of a Registration Form; or  
2.5.2 we notify you that we are able to provide the Services, whichever is the earlier, at which point a contract shall come into existence between us.
- 2.6 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you Register to receive the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to Registrations you have previously submitted where we have not yet commenced providing the Service. If the services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Services without penalty before the new Terms affect you.

## 3. PROVISION OF SERVICES

- 3.1 We will supply the Services to you from the date set out in the Registration Form (Commencement Date).  
3.2 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

## 4. SECTION B: TERMS SPECIFIC TO NURSERY SERVICES PROVISION OF SERVICES

- 4.1 The Nursery Services will be supplied from the Commencement Date until terminated in accordance with these Terms.  
4.2 We will make every effort to provide the Nursery Services during the advertised opening hours but there may be delays due to circumstances beyond our control. In this case we will open to provide the Nursery Services as soon as reasonably possible and will give you as much notice of such circumstances as possible.
- 4.3 We may have to suspend the Nursery Services if we have to deal with technical problems, or to make improvements to the Nursery Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.  
4.4 We do not operate a pick-up service and you must bring your child/children into the premises.

## 5. CHANGE IN REQUIREMENTS

- 5.1 Subject to clause 5.2, you may delay your child’s starting date with the nursery or decrease the number of sessions or days of the week that your child attends nursery, you must give us one clear calendar month’s prior notice in writing, such notice to expire on the last day of a calendar month. If notice is given part way through a month, your notice will expire at the end of the month following the month during which you gave notice.
- 5.2 Important: a child’s start date may only be delayed up to a maximum of one month; after which the place cannot be guaranteed.  
5.3 If you fail to give us the required written notice in accordance with clause 5.1, fees will be payable for the original sessions or days until the one clear calendar month’s notice period would have expired if properly given.  
5.4 If you wish to increase the number of sessions or days of the week that your child/children attend nursery, you must give us notice in writing and the change will apply with immediate effect or on the date requested by you, subject to availability.  
5.5 The notice period for a change in requirements is deemed to commence on the date that your written notice is received by us. Under no circumstances will verbal notice be accepted.

## 6. PRICE, DEPOSIT AND PAYMENT Price

- 6.1 The price of the Nursery Services will be as set out in our fee structure in force at the time we confirm your Registration. Prices are liable to change at any time, but we will endeavour not to change our prices more than annually and we will give you at least one month’s prior notice of any price change. You may in these circumstances, within one month after the service of any notice of increase, give three weeks’ notice in writing to terminate the contract. You must pay the increased price for any period after the effective date of the price increase until the termination date.
- 6.2 Nannies prices include VAT. Once a suitable Candidate has been agreed the Client will be invoiced accordingly. The prevailing rate of VAT at the time of the invoice being issued will apply irrespective of any changes in this rate between the issuing and settling of the invoice. VAT is not charged on Nursery fees as they are a non-VATable service.
- 6.3 If you use both after school club and breakfast club, we will give you a 5% discount (not to be used in conjunction with any other offer).  
6.4 All fees payable are age related as indicated in our fee structure from time to time. All fee rate changes following a birthday will begin in the calendar month immediately following your child’s birthday.
- 6.5 Fees for the nursery reserve a place at the nursery for your child/children and are payable throughout the period that your child is due to attend. No refund will be made for absence due to sickness, family holidays, adverse weather conditions or any other reason, except if the child is in hospital and in this case fees will be charged at a discount of 50%, provided that you submit to us in writing evidence or details of the circumstances of the hospitalisation which, in our reasonable opinion, is sufficient to confirm your entitlement to the discount and the dates of the hospital admission.  
6.6 Children must be collected on time at the end of their nursery session. The last pickup and handover time is 6.15pm with the Nursery closing promptly at 6.30pm. It is regretted, but additional charges will be levied to cover staff costs for children not collected on time. Charges for collection after 6.30pm are £10 for every 5 minutes late.

## Deposit

- 6.7 You must pay the Deposit to us with your Registration Form, unless your child/children is/are placed on our waiting list in which case clause 6.10 applies. We will confirm your child’s place only upon receipt of your Deposit (subject to availability). We will return the Deposit to you by direct payment into your bank account (or by cheque if we do not have your bank account details), within one month of the date of termination of the contract, provided that all fees and any additional charges have been settled.
- 6.8 Subject to clause 6.9, if you cancel your Registration prior to the Commencement Date, the Deposit will not be refunded unless you give us a minimum of 3 months’ notice in writing that the place is no longer required. You agree that this is a genuine pre-estimate of the losses and costs we will suffer as a result of your cancellation. The Deposit will be fully refundable by us if we cancel or refuse your Registration.
- 6.9 If the Commencement Date is less than three months from the date of your Registration Form, if you cancel your Registration prior to the Commencement Date, your Deposit will be refunded in full only if you give us written notice of your cancellation within 14 days after we have confirmed a place for your child. The Deposit will not be refunded unless you give us the notice required by this clause 6.9. You agree that this is a genuine pre-estimate of the losses and costs we will suffer as a result of your cancellation. The Deposit will be fully refundable by us if we cancel or refuse your Registration.  
6.10 If your child/children is/are placed on our waiting list, the Deposit is due upon your offer to take a confirmed place.

## Payment terms

- 6.11 Fees for Nursery Services are payable in advance by direct debit or voucher only by the first day of each calendar month. We accept nursery education grants as part-payment of fees for Nursery Services. This clause does not apply to holiday club fees which are subject to clause 6.12.  
6.12 Holiday club fees are payable in advance at the time of booking by cheque or credit/debit card.  
6.13 Regular Nursery fees and club fees are non-refundable in any circumstances. Fees for extra after school club, breakfast club, holiday club sessions, extra sessions in the nursery, extra days in the nursery or other services are non-refundable. Refunds will not be given in any other circumstances including that of general closure. For example; in the case of extreme weather events.  
6.14 If the amounts to be paid by direct debit change we will notify you ten working days in advance of your account being debited.  
6.15 Fees due for part of a calendar month from and including the Commencement Date to the last day of the calendar month during which the Commencement Date falls are payable before the Commencement Date and will be invoiced separately.  
6.16 Payment for extra sessions, days or other services which are needed on an ad hoc basis will be invoiced separately and are payable by credit/debit card or cash in advance of the date the extra service is required or cash on the day.  
6.17 Please note our policy on late payment at clause 23.

## 7. SICKNESS

- 7.1 We have a duty of care to your child and every other child in the nursery and there may be times when we will need to contact you and ask you to collect your child immediately. We reserve the right to seek medical attention for your child in an emergency.  
7.2 If your child is suffering from, or is suspected to be suffering from a communicable illness, your child should remain at home until a doctor has certified that the child is fit to return to nursery. In the case of sickness and diarrhoea your child should not attend until 48 hours after the last attack. There is no exclusion for a single case of conjunctivitis; however if an outbreak occurs then the manager will contact HPA for advice on the length of the recommended exclusion period. If your child requires medication at the nursery, you must inform us and provide written, signed instructions.  
7.3 Parents or carers are required to inform Pennies if they suspect a child may be suffering from a condition or has recently suffered injury or accident outside of the Nursery. Parents will be required to complete an ‘Incident/Accident Outside of Nursery’ form.

## 8. SECURITY

- 8.1 You must not allow any unauthorised persons to enter the nursery and must ensure that the door closes securely behind you when you enter and leave the nursery. Only authorised persons are allowed to drop off and collect children.

## 9. PERSONAL PROPERTY

- 9.1 We cannot accept responsibility for damage to or loss of any personal property, for example, toys, brought to nursery and recommend that these are left at home.

## 10. TERMINATION/CANCELLATION AND SUSPENSION

- 10.1 Either of us may terminate the arrangement between us at any time by providing the other party with two clear calendar months prior notice in writing, such notice to expire on the last day of a calendar month. If notice is given part way through a month, your notice will expire at the end of the two month period following the month during which you gave notice and you will be charged to the end of the month during which you gave notice and the following two calendar months in full.  
10.2 If you wish to cancel your child’s place at the nursery you may do so by giving us two clear calendar months prior notice in writing, such notice to expire on the last day of a calendar month. If notice is given part way through a month, your notice will expire at the end of the

- 10.3 two month period following the month during which you gave notice. If you fail to give the required written notice, fees will be payable for the period in lieu of the full notice that should have been given.  
10.4 The notice period for termination or cancellation under clause 10.1 or clause 10.2 is deemed to commence on the date that your written notice is received by us. Under no circumstances will verbal notice be accepted.  
10.5 Without limiting our other rights or remedies, we may terminate the arrangement with immediate effect by giving written notice to you if you fail to pay any amount due under these Terms on the due date for payment.  
10.5.1 We may terminate the arrangement between us at any time or suspend the Nursery Services, by providing notice to you with immediate effect, at our sole discretion if in our reasonable opinion:  
10.5.2 the conduct of your child is unacceptable and/or unreasonably disruptive or violent; or  
10.5.3 the continued presence of your child is detrimental to the health, safety or wellbeing of your child, other children in the nursery or our employees; or  
10.5.4 your child is too unwell to attend.

In this case, we shall not refund any fees paid in advance by you to the end of the calendar month during which termination occurs and no further payments will be due from you in lieu of notice. No refund of fees will be made for suspended Nursery Services, provided that the suspension is limited to one month.  
The provisions of clause 26 shall also apply to Nursery Services.

## SECTION C: TERMS SPECIFIC TO NANNY INTRODUCTION SERVICES PROVISION OF SERVICES

- 11.1 We will supply the Services to you from the date of your Registration Form.  
11.2 The Services will be supplied until you notify us that an offer of an Engagement has been accepted by a Candidate or, in the circumstances set out in clause 20.2 in which our Introduction Fee shall be payable, until the date of the Engagement, or until otherwise terminated in accordance with these Terms.  
11.3 We act as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to you for direct Engagement by you.

## 12. NOTIFICATION AND FEES

- 12.1 You shall:  
12.1.1 notify us immediately of the terms of any offer of an Engagement which you make to the Candidate;  
12.1.2 notify us immediately that your offer of an Engagement to the Candidate has been accepted and to provide details to us of the Remuneration agreed with the Candidate together with any documentary evidence as requested by us; and  
12.1.3 pay the Introduction Fee if you Engage the Candidate within the period of six calendar months from the date of:  
(a) the Introduction;  
(b) your withdrawal of an offer of Engagement; or  
(c) the Candidate’s rejection of an offer of an Engagement, whichever is the later.  
12.2 The Introduction Fee for the Services will be as set out in our fee structure in force at the time we confirm your Registration. Our fee structure will normally be available on our website at URL <http://www.pennies.co.uk>. Prices are liable to change at any time, but price changes will not affect Registrations that we have confirmed in writing.  
12.3 Where prior to the commencement of an Engagement you and us agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro rata. If:  
12.3.1 You extend the Engagement beyond the initial fixed term, you shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for the extended period of Engagement; or  
12.3.2 You re-Engage a Candidate within 14 weeks from the date of termination of the agreed period of the fixed term Engagement, you shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for the period of the second and any subsequent Engagement, provided that you shall not be liable to pay a greater sum in total in Introduction Fees than you would have been liable for had the Candidate first been Engaged for 12 months or more.  
12.4 These prices include VAT. However, if the rate of VAT changes between the date of the Registration Form and the date of commencement of the Engagement, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.  
12.5 We may invoice you for the Services on at any time after the Candidate commences the Engagement. You must pay the invoice in cleared monies within 14 calendar days of the date of the invoice.  
12.6 If, after an offer of Engagement has been made to a Candidate, you decide for any reason to withdraw it prior to the Candidate accepting the Engagement, you shall be liable to pay us a Cancellation Fee of the greater of £500 or one week’s Remuneration.  
12.7 Please note our policy on late payment at clause 23.  
12.8 In addition to the above terms and conditions regarding nannying fees an exceptional fee provision will apply if Client(s) for Pennies nursery services take Pennies’ nursery staff to work in the role of nanny(ies). In these circumstances it is agreed Pennies will be able to charge the actual replacement cost of staff (this figure, to include in the due fee costs of advertising, interviewing, and training a new member of staff); this figure currently standing at £2000 per staff member replaced. In the circumstances This fee will over-ride the usual calculation of introduction fee applying to nannying services and will be due fourteen days from the final day of employment of the member of staff concerned.
13. **REFUNDS**  
13.1 If, after an offer has been made and accepted, the Engagement:  
13.1.1 does not commence because the Candidate withdraws their acceptance; or  
13.1.2 once it has commenced, is terminated by either the Candidate or you (except in circumstances where the Candidate is made redundant) before the expiry of 6 weeks from the date of commencement of the Engagement; then subject to the terms of clause 13.2, we will refund the Introduction Fee.  
13.2 In order to qualify for the refund set out in clause 13.1, you must comply with the provisions of clause 12.1 and must notify us in writing of the termination of the Engagement or the non-commencement of the Engagement within seven days of its termination or non-commencement.  
13.3 For the purposes of this clause 13, the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for you, but for any period of garden leave or payment in lieu of notice, whichever is the later.  
13.4 If you attempt to enforce working or payment practices outside the agreed contract with the Candidate or otherwise make changes to the specified working contract of the Candidate, without the agreement of the Candidate or us, or if you fail to make payment in accordance with clause 12.5 by the due date for payment, the full Introduction Fee is payable and you shall not be entitled to a refund.  
13.5 If after you receive a refund, you re-engage the Candidate within a period of six calendar months from the date of termination, then you shall repay the refund to us. You shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.