

The Babysitting Agency Limited

Terms and Conditions of Registration

These Terms and Conditions (the “**Conditions**”) set out the terms which apply between Bristol Babysitting Agency (the “**Agency**”) and you when you register with the Agency.

The Babysitting Agency is a company registered in England and Wales under number 6930320 whose registered office address is at 35 Badger Road, Thornbury, Bristol, BS35 1AB

The Agency is an employment agency under the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Babysitters are introduced to you on the basis that you will employ them directly.

Details of the selection and vetting procedures carried out by the Agency in respect of its babysitters can be viewed on the website, www.bristolbabysitting.co.uk.

1. Bookings

- 1.1 Bookings can be made by phone, email or text. When making a booking, you should provide details of the date you require a babysitter and approximate start and finish times. On acceptance of your booking, the Agency will confirm your booking with details of your allocated babysitter.
- 1.2 In advance of your booking, your allocated babysitter will contact you by telephone to confirm timings and arrangements. If you wish to meet your allocated babysitter prior to leaving your children, the Agency recommends that you arrange for the babysitter to arrive at your property 30 minutes before you leave. Please note that you will be charged for all time that the babysitter is at your property.
- 1.3 The Agency will do its best to allocate to you your preferred babysitter. Please note that this is not always possible.
- 1.4 The Agency asks that you give as much notice when booking as possible so that the Agency can accommodate your needs and preferences. Please note that the Booking Fee is increased where less than 24 hours notice is given. The Agency will always try and organise a babysitter for you on short notice but you agree and acknowledge that the Agency has no obligation or liability to you if it cannot allocate you a babysitter for any reason.

2. Cancellation

- 2.1 The Booking Fee is not refundable once the Agency has allocated a babysitter to you and confirmed this.
- 2.2 If you wish to cancel a booking, you should call the Agency as soon as possible between 9am and 5pm Monday to Friday. A cancellation fee of £10.00 will be chargeable to you in addition to the Booking Fee if you cancel a booking outside of these hours.
- 2.3 If for any reason outside of the control of the Agency, the allocated babysitter cancels the appointment or fails to arrive at the confirmed time, you should inform the Agency immediately. The Agency will use its reasonable endeavours to find another babysitter. If it cannot do so, the Booking Fee will not be charged.

3. Fees

- 3.1 Details of Registration Fees, Hourly Rates and Booking Fees are set out on the Agency's website www.bristolbabysitting.co.uk and the Registration Form. The Agency reserves the right to alter the Fees from time to time and will notify you in writing of any changes applicable to your registration.
- 3.2 The Booking Fee is charged each time a booking is made and a babysitter is allocated to you.

3.3 Time for payment shall be of the essence. No payment shall be deemed to have been received by the Agency until the Agency has received cleared funds. Unless otherwise agreed in writing all payments shall be payable within 14 days of the date of invoice. If you fail to pay any sum due under these Conditions on the due date, the Agency shall be entitled, without limiting any other rights it may have to charge interest on any outstanding amount due at the rate of 4% above the base lending rate from time to time of the Bank of England plc accruing on a daily basis until payment is made whether before or after judgment.

3.4 All payments payable to the Agency under these Conditions shall become due immediately on termination of these Conditions.

3.5 You agree to make all payments due under these Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

3.6 You agree to pay the babysitter in cash at the end of the evening in accordance with the Agency's current Hourly Rates. Please note that there is a minimum charge of 3 hours and Hourly Rates are rounded up to the nearest half hour thereafter.

4. Your Obligations

4.1 You agree and acknowledge:

4.1.1 that the Agency is an introduction and booking agency and does not employ the babysitters booked by you;

4.1.2 you have read and understand the policies and procedures engaged by the Agency in the selection and vetting of its babysitters;

4.1.3 you are responsible for the supervision, direction, payment and control of the babysitter including but not limited to the instruction and direction for dealing with any emergency or illness and any house rules applicable during the appointment of the babysitter;

4.1.4 whilst registered with the Agency, you will make all bookings with babysitters registered with the Agency through the Agency. You agree not to make private approaches to these babysitters. If you are found to have breached this clause, your registration will immediately be cancelled without prejudice to any further rights or remedies the Agency may have;

4.1.5 all information provided by you to the Agency is accurate, up-to-date and complete.

4.1.6 you are responsible for procuring such insurance cover as is necessary to cover the employment of the sitter as a domestic worker in at your premises.

4.2 You agree to compensate the Agency fully for any costs, claims, demands, expenses or other liability incurred by the Agency as a result of your failure to comply with these Conditions.

5. Limitation of Liability

5.1 The Agency is an introduction agency only and will not be liable to you for any losses, damages, costs, claims and other expenses (including reasonable legal fees) of any nature arising out of:

5.1.1 your failure to comply with any of the terms of these Conditions;

5.1.2 any failure by the allocated babysitter to keep the appointment except where the Agency has failed to use reasonable care in confirming the details of the appointment with the babysitter;

- 5.1.3 any act or omission of or the character of the allocated babysitter which a reasonable person could not have identified from the selection and vetting procedures used by the Agency or information received by the Agency about the babysitter;
- 5.1.4 your relationship as employer of the babysitter.
- 5.2 Notwithstanding anything else contained in these Conditions the Agency shall not be liable to you for any loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions:
 - 5.2.1 as a result of any increase in your loss due to a failure by you to comply with these Conditions;
 - 5.2.2 if the Agency has not breached any legal duty owed by it to you;
 - 5.2.3 if the loss or damage you suffer is not a reasonably foreseeable result of any breach by the Agency of its duty to you.
- 5.3 The Agency reserves the right to delay in the performance of its obligations under these Conditions or to cancel your Registration without liability to you if it is prevented from or delayed in the carrying on of its business due to circumstances outside its reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond the Agency's reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give notice in writing to terminate the Registration.
- 5.4 The entire liability of the Agency to you under these Conditions shall be limited to the aggregate of the Fees paid by you to the Agency.
- 5.5 Nothing in these Conditions shall exclude or limit the liability of either party to the other for death, personal injury or damage to property caused by either party's negligence or fraudulent misrepresentation.

6. Ending your Registration

- 6.1 The Agency will contact you approximately two weeks before the end of your agreed membership period. In order to renew your Registration, you will need to pay the Renewal Fee in full. If you do not renew your Registration at the end of your agreed membership period and subsequently wish to re-register, you will be asked to register again and pay the current Registration Fee.
- 6.2 You may end your Registration and the Agency will refund your Registration Fee if you inform the Agency in writing within 30 days of receipt of confirmation of your Registration that you are not satisfied with the Agency's service.
- 6.3 Subject to clause 6.2, your Registration Fee is not refundable if you end your registration before the end of your agreed membership period.
- 6.4 The Agency may end your Registration with immediate effect if:
 - 6.4.1 You breach any of the terms of these Conditions;
 - 6.4.2 You fail to pay any Fees due either to the Agency or to the babysitter on the due date;
 - 6.4.3 You make a voluntary arrangement with your creditors or become subject to a bankruptcy order or are unable to pay your debts

and in such circumstances all advance bookings made with the Agency shall be cancelled and any booking fees paid in advance shall be returned to you (save that the Agency reserves the right to deduct any amounts owing to the Agency).

6.4 On termination of your Registration for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date your Registration is ended.

7. Complaints

7.1 The Agency hopes that you are satisfied with the babysitters provided. If you have any issues, complaints or concerns, please inform the Agency immediately. Where possible, the Agency will allocate you an alternative babysitter for future bookings. If the matter cannot be resolved amicably the Agency will request you to put your complaint in writing. If a complaint cannot be resolved between us within 30 days either you or the Agency may refer the complaint to ACAS for resolution.

7.2 In the event of a dispute between you and the babysitter, the Agency will do its best to facilitate a resolution between you. However, you agree that the Agency is ultimately not responsible for any failure by the babysitter to adhere to its obligations to you and, subject to clause 7.1 is not under any obligation to procure a resolution for you

8. Data Protection and Confidentiality

8.1 The Agency agrees to comply with the Data Protection Act 1998 and any other data protection legislation in force from time to time. You agree that the Agency may pass to your allocated babysitter such information provided by you as is relevant to your booking.

8.2 Other than where disclosure is required by law and in order to ensure babysitters are provided with such information about you as is necessary to provide the services, the Agency agrees to keep confidential all information obtained by the Agency about your household, affairs and concerns.

9. General

9.1 You may not assign, transfer or sub-contract all or any of your rights or obligations under these Conditions.

9.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions.

9.3 These Conditions are subject to English law and any disputes arising under them will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Please would you confirm your acceptance of these terms and conditions by signing and returning the attached copy of these Conditions.

I acknowledge and accept these Conditions

Signed by

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[Date]