



Terms and Conditions

These Terms and Conditions of Business set out the basis upon which the Agency will provide its Services within the UK and overseas and will be deemed to come into effect when the Agency confirms acceptance of the Client's Instructions orally, in writing or by email to the Client and/ or the Client verbally instructs the Agency to submit suitable Applicants for an Engagement.

It is agreed as follows:

1. Definitions and Interpretation

In this Contract, the following words and expressions shall have the following meanings (unless the context requires otherwise):

"Agency" means Nanny Services, the trading name of Les Chatons Ltd. Les Chatons Ltd is a company incorporated in England and Wales under company registration number 03711820 and whose registered office is at 21-27 Lamb's Conduit Street, London, WC1N 3GS.

"Agreement" means the agreement between the Agency and the Client for the provision of the Services incorporating these Terms and Conditions as evidenced by the acceptance by the Agency of the Client Registration Form.

"Applicant" means a person introduced by the Agency to the Client to be considered for an Engagement in respect of private domestic staff within the UK and overseas;

"Client" means any person, including any family connections of such person, or company who contacts the Agency with the aim of Engaging an Applicant and for whom the Agency has agreed to provide the Services in accordance with these Conditions.

"Client Registration Form" means the instructions and information provided by the Client setting out, amongst other things, the Client's details and requirements for staff whether submitted on line, orally or in writing via email.

"Confidential Information" means all personal and business information about the parties to this Agreement.

"Engagement Commencement Date" means the date on which the Applicant's Engagement with the Client commences;

"Engagement" means the employment, hire or other use, directly or indirectly and whether under an agreement of service or Agreement for services or otherwise, and on a permanent, temporary or other basis, of an Applicant, by or on behalf of the Client, whether or not that Agreement is in writing but in any case, where the Client provides remuneration (whether monetary or otherwise) to the Applicant;

"Permanent Engagement" means Engagement for any period of more than six calendar months (full-time or part-time);

"Service Fee" means money payable to the Agency by the Client for the Engagement of the Applicant as set out in Schedule 1;

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“Temporary Engagement” means an Engagement for any period up to three calendar months (full-time or part-time); and

“Services” means an introduction service whereby a Client is introduced to one or more Applicants to work for the Client as a nanny, maternity nurse or other form of private domestic staff for the Client’s family.

In this Agreement unless the context clearly requires otherwise:

1.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

1.2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.

1.3. a reference to a “Month” means a calendar month, and “Week” means 7 consecutive days.

2. Agreement

2.1 The Agreement between the Agency and the Client, incorporating these Terms and Conditions, shall only come into force when the Agency confirms acceptance of the Client Registration Form orally, in writing or by email to the Client and/ or the Client verbally instructs the Agency to submit suitable Applicants for an Engagement. For the avoidance of doubt no signature is required for the Agreement to come into effect and by accepting CVs from the Agency or engaging with any Candidates proposed by the Agency, the Client will be deemed to have entered into a legally binding contract with the Agency.

2.2 These Terms and Conditions apply to the Agreement to the exclusion of all other terms and conditions and shall to the extent contradictory supersede any other documentation or communication between the Client and the Agency.

2.3 The Agency reserves the right to vary the terms of this Agreement and/or the way it provides the Services by way of written notification to the Client who shall consent to such changes (such consent shall not be unreasonably withheld or delayed) stating the date such amendments will take effect.

2.4 This Agreement together with any schedules (which are expressly incorporated herein), constitutes the entire Agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether written or oral in respect of its subject matter. The Client acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. The Client shall not have any claim for innocent or negligent misrepresentation on the basis of any statement in this Contract. Nothing in this Agreement purports to limit or exclude any liability for fraud.

2.5 The Client acknowledges that he / she understands exactly what is included in the Services and he /she is satisfied that the Services are suitable and satisfactory for his / her requirements.

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3 Cancellation of Agreement

- 3.1 If, and only if, the Client is an individual consumer, then he / she may cancel this Agreement within 14 days (“cooling off period”) of entering into it. Accordingly, the Agency is under no obligation to commence provision of the Services until after the expiry of that cooling-off period.
- 3.2 If the Client requires the Agency to provide the Services sooner than 14 days after the Agreement has been made, he / she must instruct the Agency to do so in writing, acknowledging that he / she will lose his right to cancel upon such instruction.

4 Relationship of parties

- 4.1 Nothing in this Agreement shall create a partnership or agency or the relationship of employer and employee, or other relationship between any of the parties, other than the contractual relationship expressly provided for in this Agreement.
- 4.2 The Agency is an employment agency acting in accordance with The Employment Agencies Act 1973 and corresponding regulations. It acts as an intermediary which introduces Applicants to prospective clients and vice versa. The Agency has no part, contractual or otherwise, in any arrangement between the Client and the Applicant and is not an agent in law for any person.
- 4.3 Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, except as expressly agreed in this Contract.
- 4.4 The Agency warrants that it has all necessary authority to perform its obligations set out in this Agreement.

5 Obligations of The Client

- 5.1 The Client accepts that the Agency acts only as an introduction agency for domestic private staff placements and therefore holds no employer responsibility for any Applicant whether introduced on a permanent agreement or a temporary basis. Furthermore, the Client accepts that the Agency has no responsibility and cannot guarantee the length an Applicant will remain within an Engagement.
- 5.2 The Client is responsible for providing a full detailed job description to the Agency in the Client Registration Form. The Client confirms that the description of work and other information that he / she has provided, or shall provide, is accurate and complete. In addition, the Client accepts that in order for the Agency to provide the Client with the Services to the best of its ability, the Agency shall be able to share limited details of the job with third parties such as Applicants or third parties such as job boards and / or partner agencies. The Agency confirms that no photos, family names or contact details shall be shared to any third parties, except Candidates that the Client wishes to interview.
- 5.3 The Client agrees to satisfy himself / herself as to the suitability of an Applicant generally and, but not limited, to the following:
- 5.3.1 taking up references, including the confirmation of any professional, academic or other qualifications;
 - 5.3.2 obtaining DBS checks criminal record checks or police checks in the relevant country and to ask to see copies of any certification obtained by an Applicant;
 - 5.3.3 ensuring that the Applicant can drive to the standard expected by the Client;

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- 5.3.4 confirming identity and proof of address confirmation documents by sight and the Client is further advised to periodically check and retain copies of these identity documents and necessary certificates; and
- 5.3.5 obtaining any necessary medical certificate, the cost of which the Client acknowledges shall be paid by him / her if necessary.
- 5.4 The Client shall not discriminate against any Applicant and shall comply with the provisions of any anti-discrimination legislation including but not limited to the Equality Act 2010;
- 5.5 The Client and Applicant shall agree on the duties, hours, conditions and remuneration, with the help of the Agency and the offer to the Applicant shall be set out in a preliminary Offer Letter (prepared by the Agency, checked & signed by the Client). The Agency will present the Offer Letter without delay to the Applicant and retrieve their signed copy – where accepting. The Offer Letter is no substitute for the contract of work, which will need to be provided by the Client.
- 5.6 The Client shall inform the Agency immediately if (a) an Engagement is accepted by an Applicant and (b) he / she engages an Applicant, giving details of: gross annual salary, start date and end date (if applicable), and whether the Engagement is permanent or temporary.
- 5.7 The Client shall pay the relevant Service Fee upon the Engagement of the Applicant in accordance with Clause 7.
- 5.8 The Client will comply with the relevant employment and tax law within the country in which the Applicant will be Engaged, including, but not limited to the provision of a contract of employment, pay slips, correct deductions for tax and national insurance, as well as any pension contributions, if the Applicant is eligible.
- 5.9 For self-employed Applicants, the Client is responsible for confirmation that the Applicant is eligible for self-employed status and should request documentation confirming self-employed status.
- 5.10 The Client is responsible for ensuring that the Applicant has current Public Liability Insurance, if required.
- 5.11 The Client warrants that he / she holds and will maintain appropriate Employer's Liability insurance for at least £1 million. Employer's Liability Insurance must be in place for interview and trial sessions and the Engagement of permanent, temporary and contract staff.
- 5.12 The Client is responsible for the instruction and direction of the Applicant. The Client is responsible for ensuring that the Applicant clearly understands the needs of the Client's children, household and expected duties.
- 5.13 During the Client's Engagement of the Applicant, the Client will ensure that the Applicant is provided with a suitable and safe working environment which in no way may compromise and affect the welfare of the Applicant and will ensure that the place of work is clean and hygienic and complies with appropriate health and safety laws;

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- 5.14 For live in positions, the Client must ensure
- 5.14.1 adequate household insurance is in place to protect the Applicant's possessions; and
- 5.14.2 provision of suitable live-in accommodation to the Applicant, including, without exception, a bedroom for exclusive use and proper access to a bathroom.
- 5.15 The Client agrees that for the purpose of providing the Services, the Agency can use any medium to find a suitable Applicant or to advertise vacancies including the Internet.
- 5.16 The Client agrees not to enter into any relationship with the Applicant that may be detrimental to the interest of the Agency during this agreement or within one year from the date of its termination.

6 Agency Obligations

- 6.1 The Agency shall take reasonable endeavours to introduce to the Client, Applicants which the Agency considers suitable to be employed by the Client as required in the Client Registration Form and perform the additional services as further set out in this Clause.
- 6.2 The Agency shall request Applicants to provide; -
- 6.2.1 An up-to-date CV;
- 6.2.2 Original Government issued identity documents and address check documents;
- 6.2.3 Relevant certificates;
- 6.2.4 DBS certification or other relevant police check from another country; and
- 6.2.5 Referee contact details.
- 6.3 The Agency will inform the Client as to the status of each of the above documents set out in Clause 6.2.2- 6.2.5 prior to any decision to Engage. In the event that, for example; the DBS is in progress at the time an offer is made, the Agency shall recommend that an Engagement does not commence until the DBS certification is received and is deemed acceptable. If the Client moves forward and commences Engagement before the DBS or any of the other relevant documents are received, then the decision rests exclusively with the Client as to whether such Engagement should proceed. For the avoidance of doubt, the relevant Service Fee would still be due to be paid in such circumstances.
- 6.4 The Agency does not give any warranty as to the accuracy of the information supplied to them by the Applicant and which is then transferred to the Client.
- 6.5 The Agency takes reasonable steps to ensure that both the Applicant and the Client are aware of requirements imposed by law or professional bodies to enable the Applicant to work for the Client in the capacity of the position that the Client wishes to fill.
- 6.6 Time for commencement shall not be of the essence of the Agreement and the Agency shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

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7 Fee and payment

- 7.1 The Service Fee becomes due and payable when an Applicant accepts an offer of Engagement either by verbal or by written agreement, and not at the commencement of Engagement. The Agency will raise an invoice upon the Applicant's acceptance of an offer of Engagement from the Client, whether that offer is given verbally or in writing. For the avoidance of doubt, such Service Fee is due and payable by the Client within seven days of the date of the invoice even if the Client has not notified the Agency of the Engagement, and in the case of an Engagement overseas must be paid by the Client prior to the date the Applicant departs for such Engagement. The Agency accepts payment by cheque or bank transfer.
- 7.2 A non-refundable registration fee of £15.00 is payable by the Client upon acceptance by the Agency of the Client Registration Form.
- 7.3 The Service Fee for a Permanent Engagement will be calculated as a one twelfth of the Applicant's net annual salary in pounds sterling.
- 7.4 The Service Fee for a Temporary Engagement, being three calendar months or less, shall be £600.
- 7.5 VAT, if applicable. shall be charged on all fees due and payable under these terms and conditions.
- 7.6 In the event that an Applicant is engaged on a Temporary Engagement but the Engagement continues for three calendar months or more, the Client shall be liable to pay the difference between the fee payable for the Temporary Engagement (less any amount already paid by the Client, if applicable) and the fee for the Permanent Engagement in accordance with Clause 7.6.
- 7.7 If the Client or a member of the Client's family or any acquaintance or associate of the Client, passes on the details of an Applicant to any other person or persons within 12 months of the Applicant's introduction to the Client by the Agency, resulting in the Engagement of the Applicant, the Client shall be liable for payment of the relevant full Service Fee.
- 7.8 The Client agrees to inform the Agency immediately if an Applicant introduced by the Agency has already been introduced by a third party. If the Client fails to inform the Agency and the Applicant is engaged, the Client shall be liable to pay the Service Fee to the Agency.
- 7.9 Should the Client be found to have engaged an Applicant who had been introduced to them by the Agency, the Client shall be liable to pay the applicable Service Fee in full and within 7 days. The Client will have no recourse to any previously offered discounts or free replacements.
- 7.10 Should the Client decide to withdraw the offer of Engagement after an offer of Engagement has been accepted by the Applicant and the invoice has been raised, no refund shall be made and the amount shall remain due and payable regardless. The Agency may offer a discount at its sole discretion.
- 7.11 Payment is due by the Client within seven working days of the date of any invoice. Timing of payment of the Service Fee shall be of the essence.

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7.12 The Agency reserves the right to charge the Client interest in respect of any late payment of any sum due under this Agreement at the rate of 10 per cent per annum above the base rate of Barclays Bank, from the due date until receipt of payment. If the Client fails to pay the Service Fee within 10 days of the due date set out in the invoice, the Agency reserves the right to charge the Client an administration fee of £50.00 in addition to the interest accruing on the outstanding amount in consideration of the time taken to follow up and receive payment as due and payable. The Client will not be entitled to a free replacement in accordance with Clause 8 once the due date for payment has past.

8 Replacement Applicant / Cancellation

8.1 These provisions apply in the event that the Applicant does not commence Engagement with the Client after accepting an offer of employment or the Applicant leaves the Engagement of the Client within either the first two months (other than as a result of a breach by the Client of the contract of employment between the Client and the Applicant or a result of the Client's dismissal of the Applicant other than for reasons of gross misconduct on the part of the Nanny ("gross misconduct" being as determined in accordance with guidance set out by ACAS)).

8.2 The Agency shall not provide details of any potential replacement Applicant unless the Client fulfils following conditions:

- 8.2.1 the Client has informed the Agency, in writing, within seven days of such termination;
- 8.2.2 the Client has paid the Service Fee in full and such amount has been received by the Agency prior to the Applicant starting an Engagement;
- 8.2.3 the terms of the Engagement have not changed, including the working conditions, the job description and the location;
- 8.2.4 it is not in breach of any UK employment law and/or contract with the Applicant should the Engagement be within the UK;
- 8.2.5 the Client does not retain the services of that Applicant in any other capacity; and
- 8.2.6 the Client is looking for a new applicant and it has given a period of four weeks to the Agency to put forward potential replacement Applicants.

8.3 If at the Agency's discretion the Client has fulfilled the conditions set out above, then it shall put forward details of a replacement Applicant on following terms:

- 8.3.1 the Agency will run its search for up to one month after the Client has received notification of termination;
- 8.3.2 the Agency shall introduce a maximum number of three replacement Applicants. For the avoidance of doubt, in the event that the Client does not Engage one of the replacement Applicants provided, no refund will be provided; and
- 8.3.3 after Engagement of one of the replacement Applicants, the Agency shall have no further obligation to the Client.

8.4 The Client shall use all reasonable endeavours to read and assess the details of any replacement Applicants within 48 hours of receipt. Failure to respond to the Agency regarding any potential replacement Applicants may result in withdrawal of a free replacement.

8.5 In the event that the Client sources a replacement candidate from another source whilst the Agency is searching for a replacement, no refund shall be provided by the Agency.

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9 Confidentiality

9.1 The Agency only collects personal information for the legitimate business purpose of introducing domestic private staff to Clients and finding positions on a temporary and /or permanent basis for Applicants. All information received is treated as private and confidential, and all steps are taken to ensure that information is protected from unauthorised viewing by up to date computer protection. All personal details on paper are securely stored and shredded when they are no longer required for legitimate business reasons. Personal Information is only kept for the period of time necessary in accordance with Data Protection Legislation (as defined in Clause 10). For the purposes of Data Protection Legislation, the Client shall be deemed to have consented to the processing of his / her all or any personal data (in manual, electronic or any other form) relevant to this Contract, by the Agency and/or any agent or third party nominated by the Agency in order for the Agency to comply with its contractual obligations under this Agreement. The Client is referred to the Agency's privacy policy available on the Agency's website or direct from the Agency.

9.2 Each party to this Agreement undertakes for the benefit of the other that he / she will not:

- 9.2.1 divulge to any person whatever or otherwise make use of any Confidential Information relating to the other, which he / she learns as a result of this Agreement or any circumstance flowing from the contract; and
- 9.2.2 post any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.

9.3 The parties agree that any economic loss, loss of opportunity, business or goodwill and/or of damage to reputation or professional standing arising directly or indirectly, foreseeable or not from a breach of the above provisions must be compensated on the basis of the effect on the damaged party and the parties hereby acknowledge that damages may not be an adequate remedy for such breach and each party will be entitled to see the remedies of an injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 9. The Client accepts personal liability for compliance with these provisions by his / her children of any age, other members of his family and domestic staff.

9.4 If the Client passes confidential information on to a third party resulting in the engagement of an Applicant by a third party within 1 year of the Client being introduced to the Applicant then the relevant Service Fee shall become payable by the Client.

9.5 The obligations contained within this clause 9 shall survive termination of this Agreement for a period of five years from the date of such termination.

10 DATA PROCESSING

"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

10.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Agency is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

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10.2 The Agency shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Agency of its obligations under this agreement:

- a) process that Personal Data only on the written instructions of the Client for the purposes of carrying out domestic staff search or other private staffing search in accordance with the terms of this agreement unless the Agent is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Agent to process Personal Data (Applicable Laws). Where the Agent is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Agent shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Agent from so notifying the Client;
- b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify the Client without undue delay on becoming aware of a Personal Data breach;
- f) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- g) maintain complete and accurate records and information to demonstrate its compliance with this clause.

11 Disclaimers and limitation of liability

11.1 All implied conditions, warranties and terms are hereby excluded from this Contract.

11.2 In providing the Services, the Agency is committed to maintain a high level of service and efficiency. However, the Service is dependent upon the accuracy of information provided by the Client which is beyond the control of the Agency. Therefore, any decision as to the suitability of an Applicant and the decision to Engage an Applicant is sole discretion of the Client. The Agency does not accept responsibility and shall not be liable for any loss that the Client may incur directly or indirectly, as a result of using the Agency's Services.

11.3 The Agency shall not be liable to the Client for loss arising from or in connection with representation contracts, statements or undertakings made prior to the date of this Contract.

11.4 The Agency shall not be liable to the Client for any loss or expense which is

11.4.1 indirect or consequential loss; and/or

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- 11.4.2 economic loss or other loss of revenue, turnover, profits, business or goodwill; and/or
- 11.4.3 loss or damage suffered by the Client as a result of an action brought by third party; and/or
- 11.4.4 loss or damage caused during the Engagement of the Applicant or any act, omission or negligence of such Applicant.

11.5 The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

11.6 Particulars of Applicants, their profiles and other information provided by the Agency are prepared in good faith and solely for the Client's guidance. No liability, howsoever arising shall be accepted by the Agency for the accuracy or completeness of any Applicant's profile.

11.7 The maximum limit of the liability of the Agency to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of £1,000.

12 Termination

12.1 The Agency may terminate this Agreement at any time, for any reason, with immediate effect by sending notice in writing to that effect. The Client shall remain liable for any outstanding Fees that are due and payable as at the date of termination.

12.2 The termination of this Agreement by this paragraph shall be without prejudice to any other right or remedy to which a party may be entitled.

12.3 There shall be no re-imbursement or credit if the Agency decides in its absolute discretion that the Client has failed to comply with any of the terms of this Contract.

12.4 Notwithstanding termination of this Agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.

12.5 The Client agrees that he will not during this Agreement and within one year of its termination, by any means and neither for himself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity, the effect of which is to compete with the Agency.

13 Indemnity by the Client

13.1 The Client agrees to indemnify the Agency against all costs, claims, demands, proceedings (civil or criminal), penalties, fines, losses, damages and expenses arising directly or indirectly from:

13.1.1 the Client's breach of this Contract; and/or

13.1.2 any act, omission or default by the Client, any of its agents, employees, contractors, children of any age, other members of his family and domestic staff.

14 Miscellaneous matters

14.1 If any term or provision of this Agreement is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

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- 14.2 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 14.3 Neither party shall be liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond its reasonable control.
- 14.4 Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
- 14.4.1 if delivered by hand: on the day of delivery;
 - 14.4.2 if sent by post to the correct address: within 72 hours of posting; and
 - 14.4.3 If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 14.5 In the event of a dispute between the parties to this Contract, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing litigation.
- 14.6 This Agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this Agreement which excludes or restricts the liability of any person, may be enforced under that Act.
- 14.7 The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

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