

## Terms of business

### 1. Introduction

(a) Luna London Recruitment Ltd (referred to as the "Agency") serves as a representative to connect appropriate candidates (referred to as "Candidates") for employment as maternity nurses, nannies, nurses, support workers, teachers, teaching assistants or governesses to their respective clients (referred to as "Clients"). The Agency does not have any employment relationship, either direct or indirect, with the Candidates. The introduction of Candidates to Clients is based on the understanding that the Clients will be the employers, unless the Candidates are self-employed.

(b) The Client agrees to promptly inform the Agency if they make an offer resulting in the engagement of a Candidate. The Client undertakes the responsibility to immediately notify the Agency upon extending an offer that leads to the employment of a Candidate

### 2. Engagement Fees

(a) The fees charged pertain to a single engagement only. In the event that a Candidate rejoins the Client at any future time, the Client agrees to notify the Agency and fulfill the payment of the relevant introduction fee once again.

(b) If a Candidate hired for a temporary position continues to work with the Client, the Client undertakes to inform the Agency. In such a scenario, the Client is liable to pay an additional full fee for a permanent introduction.

(c) Placement confirmation is subject to payment of the invoice. Payments can be made via bank transfer within 5 days of the invoice date or, in any case, prior to the commencement of the candidate's placement. Failure to make full payment within the specified time frame entitles the Agency to cancel the placement. Late payment forfeits the right to a replacement or refund.

(e) All quoted engagement fees are exclusive of VAT, where applicable.

(f) An initial registration fee of £500.00 + VAT applies, which will be deducted from the total amount.

### 3. Cancellation

If the Client cancels an engagement before the Candidate's position begins or after an invoice has been issued, 50 % of the agency fee is still due to the Agency. If the cancellation takes place within 4 weeks or less of the commencement date, the full agency fee is payable by the Client.

### 4. Placement Guarantee

a) Most placements result in successful outcomes. However, if a placement does not meet your expectations and this is not due to any fault on your part (the "Employer"), the Agency offers a replacement guarantee period of 3 months (equivalent to 13 weeks) for our service.

b) Should a placement prove unsatisfactory during this specified 3-month period, we kindly request that you notify us in writing within 3 days. Subsequently, the Agency will make every effort to identify a suitable replacement that aligns with your original requirements, all without incurring any additional cost to you.

c) This replacement process will be conducted promptly and is typically completed within an 8-week timeframe.

d) It is essential to note that this replacement guarantee is limited to one replacement per placement.

### 5. Refund Policy

Our refund policy applies to permanent and temporary placements, with specific criteria for eligibility as outlined below:

(a) A refund will be granted if a Candidate for a permanent position leaves within 13 weeks of commencement, and no suitable replacement is found within two months after notifying the Agency.

(b) No refund will be provided if the Client does not request a replacement.

(c) If a suitable replacement candidate with relevant experience and a similar profile is found but not accepted by the Client, no refund will be granted.

(d) A refund will only be given if the working conditions and original position specifications remain unchanged.

(e) A refund will only be granted if the Candidate's departure is due to unprofessional conduct on their part, not due to a change in the Client's personal circumstances.

(f) Any termination of employment requiring a refund claim must be notified in writing to the Agency within three days of termination. The Agency cannot consider refund claims if payment has not been received in full within 5 days of the invoice date or prior to the Applicant's position start date.

## **6. Confidentiality & Suitability**

(a) The Client agrees to maintain strict confidentiality regarding any introductions made by the Agency, including the personal details of the Candidate. The Client commits not to disclose these introductions to third parties. Should a breach occur and result in the employment of a Candidate by a third party, the Client will be held liable for the full payment of the Agency's introduction fee if it is not covered by the third party.

(b) While the Agency makes reasonable efforts to assess the suitability of Candidate for introduction to the Client, the responsibility for determining the suitability of any Candidate for engagement lies solely with the Client. The Agency assumes no liability, under any circumstances, for any loss, damage, or expenses incurred by the Client allegedly stemming from the actions of the Candidate introduced by the Agency.

## **7. General**

(a) By conducting interviews and subsequently employing a Candidate introduced by the Agency, the Client acknowledges and accepts these non-negotiable terms of business.

(b) The Client bears sole responsibility for handling immigration formalities, tax and social security payments, contracts, and medical coverage.

(c) The Client agrees to reimburse reasonable travel expenses incurred by the Candidate for attending interviews, as well as travel expenses associated with starting and ending the position.

(d) No modifications to these terms of business, whether expressed or implied, can be made without the written consent of the Agency's Director.

(e) These terms of business are governed by English law, and any disputes arising from or related to them shall be subject to the jurisdiction of the English courts.