

Terms & Conditions

1. In these Terms and Conditions, an "Employer" means a person or company that employs or seeks to employ a Candidate through any of the services of SNAP Childcare Ltd and Snap Care, (hereafter referred to as "SNAP") and a "Candidate" means a potential employee (introduced by SNAP).
2. SNAP provides an introductory service only. Any contract of employment will be entered into between the Employer and Candidate. The Employer has full local employment responsibility to any Candidate they employ. For the UK this includes Tax and National Insurance payments. See [Gov.UK](https://www.gov.uk) for further advice of UK Employer's responsibilities.
3. Admin vacancies are recruited under the [Snap Shortlist Service](#) option, at a discounted rate of £990.00 + VAT (Usually, £1980.00 + VAT).
4. **Length of Recruitment Service.**
The length of the recruitment service starts when the job advert has been approved by the Employer and goes live on the SNAP website: **The Shortlist Service** – a maximum of 10 weeks. If the recruitment is not successful after this period, SNAP will review the service being offered.
5. Where an Employer has engaged the services of SNAP, they are deemed to have accepted these SNAP Terms and Conditions, Fees, and the jurisdiction of English Law.

6. The General Data Protection Regulation (GDPR) Compliancy

- a) SNAP is committed to ensuring that your privacy is protected. We are registered with the ICO: Snap Childcare Limited, Ref: Z8575632. Should we ask you to provide certain information by which you can be identified when working with SNAP, then you can be assured that it will only be used in accordance with this privacy statement. SNAP will securely store and process personal data for the purposes of providing our services.
- b) All Candidate information that is forwarded by SNAP in the course of an introduction, shall be treated as confidential by the Employer, such information to include (but not be limited to) C.V.s, addresses, the fact of introduction and all other personal details.
- c) Candidate information may contain identifying/personal/sensitive details. Once data has been passed to the Employer, it becomes the Employer's responsibility to comply with GDPR regulations and delete/dispose of Candidate details in an appropriate manner (Digital copies deleted, printed copied shredded etc.). Retaining Candidate information of individuals not employed, contravenes GDPR regulations. Full data protection guidance can be found on the [ICO Website](#).

7. Suitability of Candidates

- a) While SNAP makes every reasonable effort to ensure the suitability of Candidates who are introduced in line with the service level used by the Employer, SNAP cannot accept responsibility for any loss, damage or personal injury arising out of any introduction, nor give any warranty concerning history, character, age, or capability.

8. Candidate Details

No Employer who has received details of a Candidate from SNAP shall introduce that Candidate to any third party, without going through SNAP and paying the agreed placement fees, within a 12-month period of receiving the Candidate details. All adverts are Employer specific. If an introduction is made contrary to this condition, the Employer shall be liable for the full fees, plus a surcharge of 10%. (See also, 6c above regarding GDPR and retaining candidate information).

9. Keeping Everyone Up to Date

The Employer agrees to inform SNAP by email or telephone of arranged interviews, trials and job offers and placements within 3 working days of the arrangement.

10. Advert Contents

a) SNAP cannot be responsible for any errors or omissions in the job details/adverts provided. It is the Employer's responsibility to ensure the job details/adverts are legal, non-discriminatory, correct and do not contain confidential, identifying, or misleading information. SNAP reserves the right to refuse adverts deemed inappropriate. SNAP will evaluate and agree with the Employer that the advert content creates a vacancy that is viable before proceeding with the service.

11. Invoicing and Payment

An invoice will be raised for the fee when the Candidate has accepted the position offered and not on the first day of employment. Agency fees are payable within 14 days of date of invoice.

b) Late Payments

Late payment may be subject to a 10% surcharge on all accounts not settled within this period and in addition to re-claim any costs (including debt collector's fees) incurred because of chasing payment.

12. Agency Guarantee, the Snap Shortlist Service Admin Recruitment

If a placement fails through no fault of the Employer, SNAP offers a replacement guarantee period for the Snap Shortlist Service, Admin Recruitment, of 30 days. Should a placement not work out during this period, the Employer will notify SNAP in writing and SNAP will endeavour to find a replacement free of charge, based on the original requirements provided, within a 6 week replacement period. Only one replacement will be made for each placement.

13. Placement Refunds, the Snap Shortlist Service Admin Recruitment

Should no replacement be available within the 6 week replacement period and the Employer decides they do not wish to continue the search (SNAP will be happy to do so to find the right person), we will issue a refund of £450.00.

A refund/replacement will only be applicable if:

- SNAP receives written (email) notification of the termination/conclusion of employment from the Employer within 5 working days of initially being informed, with full details of the reasons for the failed placement.
- The Candidate has not left, or not started the position, because of unreasonable conditions.

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- An employment contract has been used, has not been breached and all responsibilities as the Employer have been upheld, including following the required procedure for lawfully terminating employment.
- All fees have been paid in full no later than 14 days of the date of invoice.
- The Employer has not cancelled SNAP's services within the 6-week replacement period or used another agency or source during this period
- The job description has not been changed from that originally advertised
- The Employer has contacted potential replacement Candidates within 3 days of receiving their details, and not unreasonably refused any Candidates meeting the original requirements provided and in accordance with [non-discriminatory recruitment practices](#).
- All other SNAP Terms and Conditions have been adhered to.

14. Complaints

We try very hard to offer the best service we can, but if you are unhappy about any aspect and wish to make a complaint about SNAP or any of its employees, please contact Andrew Knight, Director: by email: ak@snapcare.co.uk or mail: Snap Care. 44 Cissbury Avenue Peacehaven East Sussex. BN10 8TW or by telephone during office hours: 020 7729 2200. We take all complaints seriously and treat as a priority. We will investigate your complaint and reply to you within 10 working days.

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