

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 and Snap Care Limited (hereafter referred to as "SNAP") and a "Candidate" means a potential employee (for example a SEN Nanny, Carer, Support Worker or similar) introduced by SNAP. The "8-week period" begins when the job goes live on SNAP's website, any variations of this timeframe must be agreed in writing.
2. SNAP provides an introductory service only. Any contract of employment will be entered into between the Employer and Candidate. The Employer has full employment responsibility to any Candidate they employ, including Tax and National Insurance payments, providing a payslip, as well as any pension contributions that are required to be made by UK law. See [Gov.UK](https://www.gov.uk) for further advice of Employer's responsibilities.
3. Definition of Service. The SNAP Shortlist service promotes a vacancy on behalf of an Employer. A shortlist of applications are sent to the Employer filtered against agreed objective criteria, which have then been confirmed in writing or verbally by the Candidate. The Employer will be responsible for carrying out all the recruitment.
4. Length of Service. Typically a maximum 8-weeks is sufficient to identify suitable Candidates. If a Candidate has not been identified within that period, SNAP will review the advert with the Employer to agree a potential extension for up to another 8-week period, at no additional cost.
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. 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. Full details can be seen on [our website](#).
- 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 details. Employers agree to delete/dispose of Candidate details in an appropriate manner once no longer required. (Digital copies deleted, printed copied shredded). Full data protection guidance can be found on the [ICO Website](#).

#### **7. Suitability of Candidates**

For the SNAP Shortlist service, SNAP will play no part in the engagement or recruitment process (other than to filter applications based on agreed objective criteria, as stated on applicant's CVs and then confirmed verbally or in writing to SNAP) and can take no responsibility for the suitability of any Candidate who applies whatsoever. Employers are advised to confirm suitability of the Candidate through their own interview, reference checking, as well as confirming right to work status, confirming ID and undertaking a DBS Police Check. **Useful links:** [Avoiding Discrimination during Recruitment](#) | [Employ Someone Step by Step Checklist](#)

SNAP recommends that a trial is arranged prior to a job offer. Trials are limited to 2 days or shifts. The Employer is responsible for all costs relating to the trial and remuneration to the Candidate based on the quoted weekly/hourly rate.

### 8. Candidate Details

No Employer who has received details of a Candidate from SNAP, shall introduce that Candidate to any third party other than through SNAP, without going through SNAP and paying the agreed placement fees within a 12 month period of receiving the Candidate details. If an introduction is made contrary to this condition, the Employer shall be liable for the full fees plus a surcharge of 10%.

### 9. Keeping Everyone Up to Date

For the SNAP Shortlist service, Employers agree to inform SNAP by email or telephone of arranged interviews, trials and job offers within 2 working days of the arrangement. When notification of arranged interviews has been received, SNAP will not aggressively target Candidates actively engaged in Employer's recruitment process for other roles. Please note, Candidates may receive automated emails when new jobs are posted if their criteria matches that job.

### 10. Advert Content

SNAP cannot be responsible for any errors or omissions in the job details/advert provided. It is the Employer's responsibility to ensure the job details/advert 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 client to ensure job adverts content creates a vacancy that is viable/recruitable before proceeding with the service. Click here to see SNAP's definition of [What is a viable job?](#)

### 11. Commitment Fee

For the SNAP Shortlist service a payment ("Commitment Fee") of £900.00 + VAT is required prior to commencing the recruitment process. The payment of any balance is due at the completion of the service.

### 12. Commitment Fee Refunds

a) A refund of 25% of the Commitment Fee will be paid if:

- After an 8-week period from the advert going live, the Employer has been sent 1 – 3 CVs of potentially viable Candidates\*, based on the agreed objective criteria, and
- The Employer has not successfully recruited any of the Candidates and has confirmed they do not wish to continue promoting their vacancy through SNAP

b) The Commitment Fee is non-refundable if:

- The Employer cancels the assignment within the 8-week period; or
- The Employer changes the details of the position, so the process needs to be re-started; or
- 4 or more CVs of potentially viable Candidates have been sent to the Employer; or
- The Employer has taken 3 or more working days to contact potentially viable Candidates\*

c) Where a commitment fee has not been paid, a cancellation fee of £675.00 + VAT will be applicable in the above circumstances for point a) above, and £900.00 + VAT for point b) above.

d) Where an Advert has been qualified as viable by SNAP, and in the highly unlikely scenario SNAP are unable to send *any* CVs of potentially viable Candidates\* within the 8-week period and the Employer confirms they do not wish to continue promoting their vacancy through SNAP, a refund of the full 100% Commitment Fee will be issued.

e) Where an Advert has been accepted outside of SNAP's guidelines of a viable/recruitable job (see 10. Advert Content), all refunds are non-applicable.

**Definition: \*'Potentially viable Candidates' for the SNAP Shortlist service, means:** Candidates who have applied for the vacancy and confirmed in writing, or verbally to SNAP, they meet the agreed objective criteria for that vacancy.

### **13. Invoicing and Payment**

An invoice will be raised for the balance due/fee at the end of service, 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. 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 as a result of chasing payment.

### **14. Agency Guarantee**

The SNAP Shortlist service does not attract the 6 month agency guarantee which is only applicable for our Fully-Inclusive Recruitment Service, however if a placed Candidate does not start the position, SNAP will re-run the advert for up to a further 8-weeks at no additional charge provided SNAP's Terms and Conditions have been adhered to.

### **15. Complaints**

We try very hard to offer a great service, but if you are unhappy about any aspect and wish to make a complaint about SNAP or any of its employees, you can let us know about your complaint by any of the following methods: by telephone (020 7729 2200, Monday to Friday, 9.00am to 5.30pm), in person (at a mutually agreed day and time), by email: [info@snapcare.co.uk](mailto:info@snapcare.co.uk) or letter to Andrew Knight, Director: Snap Care 91-93 Great Eastern Street, Shoreditch London EC2A 3HZ. We will take any complaint seriously and treat as a priority. We will investigate your complaint and reply to you within 10 working days.

Snap Care is part of SNAP Childcare Limited Company Number 4140483. Registered Company Address: 91 Great Eastern Street Shoreditch London EC2A 3HZ Terms last updated 20<sup>th</sup> August 2019