

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 an SEN nanny, Carer, Support Worker or similar) introduced by SNAP.
2. SNAP provides an introductory service only. Any contract of employment will be entered into between the Employer and employee. Our involvement in contracts is in an advisory capacity only. The Employer is legally responsible for their employee's Tax and National Insurance payments and for providing a payslip, as well as any pension contributions that are required to be made by UK law.
3. SNAP has three levels of service:
 - SNAP Fully-Inclusive Recruitment Service (for permanent and temporary posts),
 - SNAP Shortlist and
 - SNAP Job Advert
4. 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.

5. **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](#).

6. **Suitability of Candidates**

- a. For the SNAP Fully-Inclusive Recruitment Service, while SNAP makes every reasonable effort to ensure the suitability of Candidates who are introduced, SNAP cannot accept responsibility for loss, damage or personal injury arising out of any introduction, nor give any warranty concerning history, character, age or capability.
- b. For the SNAP Shortlist and SNAP Job Advert services, SNAP will play no part in the engagement, screening or recruitment process 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.
- c. SNAP recommends that a trial is arranged prior to a job offer. Trials are limited to two days or shifts. The Employer is responsible for all costs relating to the trial and remuneration to the Candidate based on the quoted weekly wage.

7. **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 at any time, now or in the future, nor employ the Candidate now or at any time in the future, without going through SNAP and paying the agreed placement fees. If an introduction is made contrary to this condition at any time now or in the future, the Employer shall be liable for the full fees plus a surcharge of 10%.

8. Keeping Everyone Up to Date

For SNAP Shortlist and SNAP Job Advert services, Employers agree to inform SNAP by email or telephone of arranged interviews, trials and job offers within 2 working days of 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.

9. Advert Content

For SNAP Shortlist and SNAP Job Advert services, SNAP cannot be responsible for any errors or omissions in the job details provided. It is the Employer's responsibility to ensure the job details are correct and do not contain confidential, identifying or misleading information. SNAP reserves the right to refuse adverts deemed inappropriate.

10. Commitment Fee

- a. For SNAP Fully-Inclusive Recruitment 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.
- b. For temporary placements through SNAP Fully-Inclusive Recruitment Service, a payment ("Commitment Fee") of **up to** £900.00 + VAT is required prior to commencing the recruitment process. The payment of any balance is due at the completion of the service.
- c. For SNAP Shortlist service, 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.
- d. For SNAP Job Advert service, payment ("Commitment Fee") of £900.00 + VAT is required prior to commencing the recruitment process.

11. Commitment Fee Refunds

A refund of 50% of the Commitment Fee will be paid if:

- After an 8-week period from the job going live, the Employer has been sent 3 or fewer potentially suitable Candidates, based on the objective criteria agreed, 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

The Commitment Fee is non-refundable in the event that the Employer cancels the assignment within the 8-week period or changes the details of the position, so the process needs to be re-started.

*Where a commitment fee has not been paid, a cancellation fee of £450.00 + VAT will be applicable in the above circumstances, where 3 or less potentially suitable candidates have been sent. Where 4 or more potentially suitable candidates have been sent, a cancellation fee of £900.00 + VAT will be applicable.

12. Invoicing and Payment

An invoice will be raised for the balance due 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 will 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.

13. Cancellations - SNAP Fully-Inclusive Recruitment Service

- a. If a position is offered to and accepted by the Candidate, but then subsequently withdrawn by the Employer, the Employer will be liable to pay the full placement fee, even if no employment contracts have been signed. In addition, the Employer is expected to pay the Candidate one week's pay.
- b. Where a position has been offered and accepted, but the details of the position have changed so as to make the position untenable, the Employer will be liable for the full fee.

14. Changes to Placements - SNAP Fully-Inclusive Recruitment Service

- a. Should a Candidate's temporary or part-time position be extended, the Employer shall notify SNAP in writing within 7 days of any such change, and be liable to pay any additional fee commensurate with the additional employment. Failure to notify SNAP will result in an additional 10% surcharge.
- b. If a permanent Candidate is required, and the Employer accepts a temporary Candidate until a permanent Candidate is identified, SNAP will deduct 50% of the temporary fee paid from any subsequent permanent fee.

15. Agency Guarantee- SNAP Fully-Inclusive Recruitment Service

Most SNAP placements are very successful, however if a placement fails through no fault of the Employer, SNAP offers a replacement guarantee for a period of 6 months (26 weeks). Should a placement not work out during this time, SNAP will endeavour to find a replacement within 8 weeks of receiving written confirmation of termination of employment, based on the initial requirements provided. Only one replacement will be made for each placement.

16. Refunds- SNAP Fully-Inclusive Recruitment Service

Should no replacement be available within the 8-week replacement period and the Employer decides they do not wish to continue the search (SNAP will be happy to do so for as long as it takes to find the right person), the Employer can choose to either keep the full amount on credit for future placements, or an applicable refund will be issued as follows:

- Up to 2 months: 75%
- 2 to 3 months: 45%
- 3 to 6 months: 20%

A refund will only be applicable if:

- SNAP receives written (email) notification of the termination / conclusion of employment from the Employer within five working days of initially being informed, with full details of reasons for the failed placement;
- The placement fee due has been paid in full within 14 days of the date of invoice;
- Suitable replacement(s) are not unreasonably refused within the 8-week replacement period (based on the initial requirements provided);
- Another agency or source is not used during the 8-week replacement period;
- The Candidate has not left or not started the position because of unreasonable conditions;
- The job description has not been changed from that advertised;
- The contract has been used and has not been breached;
- SNAP's Terms and Conditions have been adhered to;
- The job has not been withdrawn within the 8-week replacement period;
- The Employer has contacted potential replacement Candidates within 3 days of receiving their details, and
- The Employer has not cancelled SNAP's services within the 8-week replacement period

17. 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 or letter to Andrew Knight, Director: Snap Care 91 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 19th January 2018