

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 (for example an 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 for further advice of Employer's responsibilities.
3. Definition of Service. SNAP offers 3 services levels: Full Recruitment, Shortlist and Job Advert. Please [see our website](#) for comprehensive details including current agency fees.
4. Length of Service. Typically a maximum 8-weeks is sufficient to identify suitable Candidates, but we will work with the client until the shared objective is achieved within a reasonable and agreed timeframe.
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. 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/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.
- b. SNAP recommends a trial is arranged prior to a job offer. With the Full Recruitment service, 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/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

The Employer agrees to inform SNAP by email or telephone of arranged interviews, trials and job offers within 2 working days of the arrangement.

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 that the advert content creates a vacancy that is viable before proceeding with the service. See SNAP's definition: [What is a viable job?](#)

11. Commitment Fee

SNAP reserve the right to charge a payment ("Commitment Fee") of £900.00 + VAT (or up to £900.00 for temporary placements) prior to commencing the recruitment process. The payment of any balance is due at the completion of the service.

12. Commitment Refunds

a) The commitment fee will be refunded in full in the unlikely event that no CVs of 'Potentially Viable Candidates' have been sent to the client with the 8-week recruitment period. Where an Advert has been accepted outside of SNAP's guidelines of a viable job (see 10. Advert Content), rights to any refunds are waived.

b) The Commitment Fee is non-refundable if the Employer:

- Cancels the assignment.
- Identifies a candidate via another source.
- Changes the details of the position, so the process needs to be re-started.
- Refuses to consider 'Potentially Viable Candidates' details sent to them.

13. Cancellation Fees

a) Where a commitment fee has not been paid, a cancellation fee of £900.00 + VAT will be applicable if the Employer:

- Cancels the assignment.
- Identifies a candidate via another source.
- Changes the details of the position, so the process needs to be re-started.
- Refuses to consider 'Potentially Viable Candidates' details sent to them.

Definition: * 'Potentially Viable Candidate' means:

Full Recruitment: Candidates who have completed the SNAP registration and interview process and meet the agreed objective criteria for the vacancy.

Snap Shortlist: Candidates who meet the agreed objective criteria.

Snap Job Advert: Candidates who have applied for the 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. UK Agency fees are payable within 14 days of date of invoice. International fees must be settled prior to the candidate leaving the UK to start the role. 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. Placement Cancellations

- 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.

15. Changes to Placements, Full Recruitment

- a. Should a Candidate's temporary placement be extended, or further temporary periods agreed, or part-time placement increase in agreed hours, 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 may 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.

16. Agency Guarantee, Full Recruitment and Snap Shortlist

Most SNAP placements are very successful, however, if a placement fails through no fault of the Employer, SNAP offers a replacement guarantee period for the Full Recruitment of 6 months (26 weeks), and the Shortlist, of 30 days. Should a placement not work out during these respective periods, SNAP will endeavour to find a free replacement, based on the original requirements provided, within 8 weeks of receiving written notification of termination by the Employer. Only one free replacement will be made for each placement. The Snap Job Advert does not attract a guarantee period.

17. Placement Refunds, Full Recruitment

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 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, based on the length of time of the original placement:

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

(No refunds are applicable for the Snap Shortlist or Snap Job Advert options).

A refund/replacement 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 the 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 and in accordance to [non-discriminatory recruitment practices](#));
- 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;
- Responsibilities as an employer have been upheld, including following the required procedure for lawfully terminating employment;
- The job description has not been changed from that advertised;
- An employment contract has been used and has not been breached;
- SNAP's Terms and Conditions have been adhered to;
- 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

18. 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 Thursday, 9.00am to 5.30pm, Friday, 9.00am to 4.00pm), by email: ak@snapcare.co.uk or letter to Andrew Knight, Director: Snap Care. 2 Broad Street. Newent. Gloucestershire. 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: 2 Broad Street. Newent Gloucestershire. GL18 1AH.

Terms & Conditions Updated: 2nd March 2021.