



The Bear Club

The Bear Club - Terms and Conditions

These Terms and Conditions (“Terms”) set out the basis upon which **The Bear Club Ltd** (“the Agency”, “we”, “our”, “us”) provides childcare introduction and placement services to clients (“the Client”, “you”, “your”). By engaging our services, registering as a client, or interviewing or engaging a candidate introduced by the Agency, you agree to be bound by these Terms.

Definitions

- **“Agency”** means The Bear Club Ltd, registered in [England and Wales], company number [insert].
- **“Client”** means any person, family, or organisation that uses the Agency’s services to find a childcare professional.
- **“Candidate”** means a nanny, maternity nurse, babysitter, or childcare professional introduced by the Agency.
- **“Introduction”** means the provision by the Agency of a Candidate’s details to a Client, whether verbally, in writing, or electronically.
- **“Engagement”** means the employment, engagement, or use of a Candidate by the Client, whether permanent, temporary, part-time, full-time, or on a self-employed or agency basis.
- **“Start Date”** means the date on which the Candidate commences employment or engagement with the Client.

2. Agency Responsibilities

The Bear Club acts as an **introduction agency** only. We introduce Candidates for permanent, temporary, part-time, full-time, and emergency childcare positions. We do not employ the Candidates and accept no responsibility for their actions or omissions once engaged by the Client.

Outlines what the agency does,

1. Sourcing, vetting, and referencing nannies.
2. Arranging interviews.
3. Advising on employment contracts, payroll, and compliance.
4. Providing temporary, permanent, or emergency childcare placements.

3. Client Responsibilities

The Client agrees to:

1. Provide accurate information regarding job requirements, working hours, accommodation (if applicable), and salary.
2. Comply with all relevant UK employment laws, including tax, National Insurance, and pension obligations.
3. Enter into a written employment contract with the Candidate.



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4. Treat all information about Candidates as confidential and not disclose it to any third party.
5. Not contact or engage Candidates directly other than through the Agency until an introduction has been made.

4. Fees

Placement Fees

Upon acceptance of an offer of employment by a Candidate
The following fees apply

Type of Placement	Fee (as % of gross annual salary)	Notes
Permanent (Full/Part-Time)	15%	Minimum fee £2000 Based on Permanent placement
Temporary (1 day to 12 weeks)	15%	
Emergency / Ad-hoc	15%	

Placement fees are due **within 7 days** of the Candidate accepting the offer of employment. Late payments may incur interest at 4% above the Bank of England base rate.

5. Replacement and Refund Policy

If a Candidate leaves within the first **the three month trial period**, the Agency will offer a **free replacement** (one per placement), provided:

1. All fees were paid on time.
2. The Client has not materially altered the terms or conditions of employment.
3. The Candidate was not dismissed unfairly or due to unreasonable circumstances

No refunds or replacements apply for temporary, emergency, or short-term placements.

6. Cancellations and Withdrawals

If the Client withdraws an offer after it has been accepted by the Candidate, a **cancellation fee** equal to **50% of the placement fee** will apply.

If a confirmed booking (temporary or emergency) is cancelled within **24 hours** of the start date, the full daily or weekly fee remains payable.

7. Confidentiality and Data Protection

Both the Agency and the Client agree to maintain the confidentiality of all information shared during the recruitment process.



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The Agency processes personal data in accordance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

Our full Privacy Policy is available at [insert link].

8. Liability

The Bear Club conducts reasonable checks on all Candidates, including reference and identity verification, and (where applicable) enhanced DBS checks.

However, the Agency does not guarantee a Candidate's character, honesty, or suitability and shall not be liable for any loss, damage, expense, or injury arising directly or indirectly from any act or omission of a Candidate once engaged by the Client.

The Client is responsible for verifying the Candidate's qualifications and ensuring appropriate insurance is in place.

9. Non-Solicitation / Re-Engagement

If the Client re-engages a Candidate (directly or indirectly) within **12 months** of the initial introduction, a full placement fee will be payable to the Agency. This applies even if the original placement was temporary.

10. Termination of Services

The Agency reserves the right to terminate services or withdraw a Candidate if the Client breaches these Terms, provides false information, or behaves inappropriately toward any Candidate or staff member.

11. Governing Law

These Terms and Conditions are governed by the laws of **England and Wales**, and the parties agree to submit to the exclusive jurisdiction of the **courts of England and Wales**.

12. General

1. These Terms constitute the entire agreement between the Client and the Agency.
2. No variation shall be valid unless agreed in writing by both parties.
3. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.