

# 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, Professional Support Worker, Personal Assistant, or similar) 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. Definition of Service. SNAP offers 2 recruitment options: the **Snap Full Recruitment** ([Childcare](#) and [Adult Support](#)), and the **Snap Shortlist Service** ([Childcare](#) and [Adult Support](#)). Please see our website for comprehensive details of what each option includes.
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 Full Recruitment Service** – a maximum of 6 months. **The Shortlist Service** – a maximum of 10 weeks. If the recruitment is not successful after the respective timeframe for the Full Recruitment or Snap Shortlist Service, 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.
- b) SNAP recommends a trial is arranged prior to a job offer. With the Snap 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.
- c) For Employers using the Snap Full Recruitment, we will send you a checklist at the time of placement. This will include the status of references obtained, verification of identity and right to work, and DBS (Police Check). We will highlight any information still required or still being processed for the Candidate. Employers using the Snap Shortlist Service are advised these checks will need to be completed by the Employer.

## 8. Candidate Details

No Employer who has received details of a Candidate from SNAP through any of the 3 options, 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 (All adverts)

- 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. In exceptional circumstances, SNAP may agree to advertise a vacancy outside this remit, in which case, it is on the agreement that the Employer waives the right to any refunds or guarantees.
- b) SNAP will send the Employer a final draft of the advert for approval before going live. Where an Employer requests changes to the content of an advert after the advert has gone live, a charge of £250.00 + VAT will be applicable.

## 11. Commitment Fee: The Snap Full Recruitment, and The Snap Shortlist Service

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, with any balance due at the completion of the service.

## 12. Invoicing and Payment

### a) The Snap Full Recruitment, and The Snap Shortlist Service

An invoice will be raised for the fee or balance due at the end of the recruitment service or 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. International fees must be settled prior to the Candidate departing the UK, or before starting the role if residing outside the UK.

### 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.

### c) VAT

All fees are subject to VAT where applicable.

## 13. Commitment Fee Refunds, The Snap Full Recruitment, and The Snap Shortlist Service

a) In the unlikely event that no (zero) CVs of \*‘Potentially Viable Candidates’ have been sent to the Employer within the relevant Length of Recruitment Service, the Employer may request a full refund of the commitment fee paid. 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.

### Definition: \* ‘Potentially Viable Candidate’ means:

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

**The Snap Shortlist Service:** Candidates who meet the agreed objective criteria.

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

- Cancels the assignment for any reason including identifying a Candidate via any other source.
- Changes the details of the position, so the process needs to be re-started.
- Refuses to consider the details of ‘Potentially Viable Candidates’ sent to them.
- Fails to contact potentially suitable Candidates within 3 days of being sent their details
- Has been sent one or more CVs of potentially suitable Candidates and the recruitment has been running for the relevant Length of the Recruitment Service or longer.

## 14. Cancellation Fees

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

- Cancels the assignment for any reason including identifying a Candidate via another source.
- Changes the details of the position, so the process needs to be re-started.
- Refuses to consider the details of 'Potentially Viable Candidates' sent to them.
- Fails to contact potentially suitable Candidates within 3 days of being sent their details
- Has been sent one or more CVs of potentially suitable Candidates and the recruitment has been running for the relevant Length of the Recruitment Service or longer.

## 15. Placement Cancellations

- a) If a position (temporary or permanent), 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. For Candidates placed via the Snap Full Recruitment, it is expected the Employer would also pay the Candidate at least 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.

## 16. Changes to Placements, The Snap Full Recruitment

- a) Should a Candidate's temporary placement be extended, further temporary periods agreed, or part-time placements 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.

## 17. Agency Guarantee, the Snap Full Recruitment and Snap Shortlist Service

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 Snap Full Recruitment of 6 months (26 weeks), and the Snap Shortlist Service of 30 days. Should a placement not work out during these respective periods, 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.

## 18. Placement Refunds, The Snap Full 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), the Employer can choose to either: Keep the full amount on credit for future placements to use within 12 months, 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 placement refunds are applicable for the Snap Shortlist Service***

### **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.
- 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.

## 19. 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](mailto: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.

**Terms & Conditions Updated: 6<sup>th</sup> May 2024. Subject to change without notice.**