



Elf Sitters Family Terms and Conditions.

Updated July 2009

For the purposes of this agreement, persons booked for employment through ELF sitters are referred to as employees and persons who contract with ELF sitters for the purpose of employing or hiring persons booked through ELF sitters are referred to as employers.

ELF sitters provides childcare employment introduction services and will endeavour to introduce to the employer, employees on ELF sitters register. ELF sitters undertake to ensure that all employees on the register have been carefully selected and have demonstrated satisfactory previous experience in childcare employment.

The employer accepts that no amount of reference checking can provide a guarantee of future performance by individual childcare employees. ELF sitters cannot be held accountable for negligence on the part of the employee who has provided ELF sitters with satisfactory references except where reasonable care has not been taken in the reference checking process or where ELF sitters has failed to take notice of other information received concerning the employees past performance.

When assessing an applicant for suitability to become a childcarer the selection process includes the following:

- A written application by the childcarer
- Identity checks by sight of documents and records supporting the applicants identify, i.e. passport, driving licence, birth certificate and proof of current address
- A face to face interview
- Two or more references taken about the child carer
- All childcarers are then reviewed, approved and signed off before they are sent on any assignments.
- For all sitters that apply after Jan 2008, they must provide a fully enhanced CRB disclosure which is no older than 2 years from issue date or be prepared to have one processed before they can be accepted on the register.

Booking Fees

For each booking an employer makes for finding an employee a booking fee is payable. This is applicable per booking per sitter and is worked out per calendar month. Unless alternative arrangements have been made you will be invoiced at the end of each calendar month for any bookings you may have had.

The current rates at time of print are below. For definitive information please check the website for updates.

- 1-3 bookings per calendar month is £6.50 per booking
- 4-5 bookings per calendar month is £5.25 per booking
- 6+ bookings per calendar month is £4.50 per booking.
- Same day bookings are £8 per booking
- Cancelled bookings are £5 per booking.

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www.elfsitters.co.uk

These rates will differ if you require an employee to conduct nanny duties, are placing a temporary booking whilst staying in holiday accommodation or a hotel, or for premium nights such as New Years Eve. You will be advised at the time of booking if the rates differ.

Booking fees are inclusive of VAT

No booking fee is payable for any booking that is cancelled before ELF sitters has confirmed the booking has been filled. However if a booking has been cancelled after confirmation the cancellation fee is still payable.

If for any reason ELF sitters has had to cancel your booking and is unable to find a replacement sitter, no booking fee is payable.

Paying your employee

ELF sitters is an introduction and booking agency and does not employ childcarers or other staff booked by employers.

The employer is responsible for the supervision, direction and control of the employee. The employer undertakes to pay employees in accordance with ELF sitters published rates of pay for babysitters.

The current Fees are at time of print are below. For definitive information please check the website for updates.

Monday – Thursday	Between 6.30pm-Midnight	£5.75 per hour
Friday – Sunday	Between 6.30pm-Midnight	£6.00 per hour
Outside of these hours for babysitting only £6.50 per hour		

These rates will differ if you require an employee to conduct nanny duties, are placing a temporary booking whilst staying in holiday accommodation or a hotel, or for premium nights such as New Years Eve. You will be advised at the time of booking if the rates differ.

For each booking the employer agrees to pay a minimum of 3 hours to the child carer and then the hourly rate rounded up to the next 15 minutes thereafter.

Should an employee earn sufficient to become liable for income tax or national insurance the employer is responsible for making deductions under PAYE and returns to the Inland Revenue.

The employer is responsible for maintaining any records the Inland Revenue may require.

Conditions

In signing this agreement, the employer undertakes to make all bookings with employees through ELF sitters. Private approaches to employees are not permitted. If an employer is found to have made an offer of child care employment to a current or past employee originally booked through ELF sitters the employers registration will be terminated immediately. No further bookings will be accepted or refunds of any monies made. The employer will be liable in damages to ELF sitters to compensate ELF sitters in respect of all past, present and future losses by reason of breach of the undertaking.

The employer undertakes to respect a employee's right to privacy and agrees not to ask any employee for a phone number or contact address or email other than through ELF sitters.

Copies of written references are available upon request. Please allow 5 working days for delivery.

The employer accepts that ELF sitters' responsibility is to introduce employers who have demonstrated previous satisfactory childcare employment experience.

The employer is responsible for the instruction, direction of the employee for the duration of the booking. The employer is responsible for ensuring the employee clearly understands the needs of the employer's children and the employer's expectations of the employee's performance of duties.

ELF sitters has no responsibility for any employees acts or omissions when under the direction of the employer expect where these could reasonably have been identifiable from ELF sitters selection procedure or as a result of other information received by ELF sitters.

In the event that an employee is booked and for reasons beyond the ELF sitters control cancels at short notice or fails to arrive at the appointed time, ELF sitters will use its best endeavours to find another employee for the employer. In the event that it is not possible to refill the booking no booking fee will be charged.

ELF sitters is not responsible for any loss suffered as a result of the employees failure to keep the appointment except where ELF sitters has failed to use reasonable care in confirming the details of appointment with the employee.

While the employer employs an employee from an introduction made by ELF sitters the employer undertakes to reimburse ELF sitters fully for any costs, claims, damages and liabilities whatsoever arising from the employer's wrong doing or negligence.

ELF sitters reserve the right to terminate your registration by giving the employer 14 days notice and a refund of any unexpired booking fees.

In case of any dispute English law shall apply.
