

## *Terms and Conditions*

### **1 DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1 "Agent" means The Free Spirits FZCO (Company License Number 28213), whose registered office is at DDP, Building A2 Dubai Silicon Oasis, DU 00000, United Arab Emirates.
- 1.2 "Client" means any person who purchases Services from the Agent;
- 1.3 "Registration Form" means a booking document, letter of engagement, application form, quotation, or other written instruction describing the agency Services;
- 1.4 "Services" means the agency services as described in the Registration Form;
- 1.5 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;
- 1.6 "Agreement" means the contract between the Agent and the Client for the provision of the Services incorporating these Terms and Conditions;
- 1.7 "Candidate" means any nanny, governess, maternity nurse, other child care professional as well as private household staff such as house / palace manager, butler, private chef, personal assistant, laundry specialist, chauffeur, housekeeper requested;
- 1.8 "Arbitrator" is the party nominated to resolve a dispute between the Agent and the Client.

### **2 GENERAL**

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Agent to the Client and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- 2.3 These Terms and Conditions shall be attached to any Registration Form and signed and returned to the Agent by the Client.

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.

### **3 REGISTRATION FORM**

3.1 The Registration Form is attached to these Terms and Conditions.

3.2 The Registration Form must be accepted by the Client in its entirety.

3.3 The Agreement between the Agent and the Client, incorporating these Terms and Conditions, shall only come into force when the Agent confirms acceptance in writing to the Client.

### **4 SERVICES**

4.1 The Services are as described in the Registration Form.

4.2 Any variation to the Services must be agreed by the Agent in writing.

4.3 The Services shall commence on the date specified on the Registration Form and continue until terminated by either party giving not less than 15 days notice in writing or unless terminated according to the terms of this Agreement.

4.4 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

### **5 PRICE AND PAYMENT**

5.1 The price for Services is as specified in the Registration Form and is exclusive of VAT which will be charged at the prevailing rate, where appropriate. All payments must be in UK pounds sterling unless otherwise agreed in writing with The Free Spirits FZCO. The amount of the agency fee will be determined depending on the type of employment as follows:

#### **5.1.1 Registration/Admin Fee (this fee is due prior to introduction of our candidates):**

- £250.00 + VAT if applicable

#### **5.1.2 Permanent placements fees:**

- 12 weeks' of the annual net salary (VAT may apply depending on the country where the placement is made) - (Minimum fee of £5,000.00 Excluding VAT)

#### **5.1.3 Temporary Placements:**

- temporary placements: £250.00 + VAT if applicable per week (4 weeks minimum)

The Free Spirits FZCO's placement fees must be payable in full prior to commencement of candidates. May the candidate be required to travel abroad, the placement fees must be settled in full before the candidate's departure.

#### **5.1.4 Trial Fees:**

- £ 40.00+ VAT if applicable per day (1 week trial maximum)

5.2 If the fees paid relate to a temporary placement of a Candidate who then becomes a permanent employee of the Client within one week from the date of termination of the temporary placement the Client shall pay the difference between the temporary and permanent placement fees at the time of the change in employment status.

5.3 The terms for payment are as specified in the Registration Form.

5.4 Fees relating to the cancellation of any bookings are as specified in the Registration Form.

5.5 The Client must settle all payments for Services within a week from the invoice date and before the candidates. The Free Spirits FZCO placement fees must be payable in full prior to commencement of candidates. May the candidate be required to work in an Overseas based position, the placement fees must be settled in full before the candidate's departure.

#### **5.6 Late Payment**

5.6.1 In the event of late payment, the Client agrees to pay interest on the overdue amount at a rate of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower) from the due date until payment is made in full.

5.6.2 A grace period of 14 days will be provided after the due date. If payment is not received within this period, the Client will incur a fixed late payment fee of £50.

5.6.3 The Client will also be responsible for any reasonable costs incurred by the Agent in recovering the overdue amount, including but not limited to legal fees and collection agency costs.

5.6.4 Payment reminders will be sent to the Client before and after the due date. The Client will have an additional 7 days from the date of the first reminder to make payment before late fees and interest are applied.

5.6.5 The Agent reserves the right to suspend further services or transactions with the Client until all overdue amounts are settled.

5.7 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Agent is late.

5.8 The Client is not entitled to withhold any monies due to the Agent.

5.9 The Agent is entitled to vary the price to take account of:

5.9.1 any additional Services requested by the Client which were not included in the original Registration Form;

5.9.2 any reasonable increase in fee rates, if applicable; and any variation must be intimated to the Client in writing by the Agent.

## **6 CLIENT OBLIGATIONS**

6.1 The Client agrees to cooperate with the Agent as may be required.

6.2 The Client shall provide full details to the Agent of the work required of the Candidate.

6.3 The Client shall notify the Agent immediately should it choose to engage a Candidate introduced by the Agent.

6.4 The Client agrees to pay the appropriate fee as described in the Registration Form on the placement of a requested Candidate.

6.5 If the Client or a member of the Client's staff or any acquaintance or associate of the Client, passes on an introduction to any other person or persons within six months of the Candidate's introduction to the Client by the Agent, resulting in the engagement of the Candidate, the Client shall be liable for payment of the full fee in accordance with the fees described in the Registration Form for permanent placements.

6.6 The Client is responsible for the employment of the Candidate including the contract of employment.

6.7 The Client shall provide the Agent with a copy of the employment contract between the Candidate and the Client.

6.8 The Client is responsible for any deductions of tax or National Insurance from the Candidate.

6.9 The Client is responsible for obtaining any medical certificates, work permits or other approvals necessary for the Candidate prior the commencement of employment.

## **7 AGENT OBLIGATIONS**

7.1 The Agent shall supply the Services as specified in the Registration Form.

7.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.

7.3 The Agent will take all reasonable steps to introduce Candidates who are of sound character, honest and reliable but cannot be held responsible for the conduct of a Candidate.

7.4 The Agent shall keep a copy of the employment contract between the Client and the Candidate on file.

7.5 The Agent shall obtain references from each Candidate but the Client must satisfy themselves as to the ultimate suitability of a Candidate.

## **8 REPLACEMENT**

8.1 The Free Spirits FZCO offers a 6 months replacement guarantee for all our positions **except for temporary placements**. The Free Spirits FZCO will provide a minimum of 5 candidates to fill the replacement.

8.2 The Agency shall only be obliged to provide to the Client a maximum of 6 candidate profiles for the replacement based on the information originally provided in the Client registration form. The Client must activate the replacement by providing written notice to the Agent. Such notice must be sent via email to [contact@worldwidennanny-uk.com](mailto:contact@worldwidennanny-uk.com). The replacement guarantee shall be maintained for a maximum of 6 months after its activation.

8.3 A replacement shall apply only if the final invoice has been paid in full and when due by the client.

8.4 No replacement shall be provided if the Candidate left employment due to a change in the job description, location or working hours originally agreed

8.5 No replacement shall apply if the Candidate left employment because the Client was physically or verbally aggressive towards the Candidate.

## **9 REFUNDS**

9.1 If a Candidate engaged in permanent employment by the Client does not remain in the Client's employment for 14 days or has their employment terminated by the Client within 14 days after the initial date of registration with The Free Spirits FZCO the Agent will provide a refund of any placement fee, if the following conditions are met:

9.1.1 The Client notifies the Agent within 14 days after the Registration with The Free Spirits FZCO (cooling off period) of the Candidate's termination;

9.1.2 The Client has paid the appropriate placement fee;

9.1.3 The Client has not changed any of the original requirements for the Candidate as specified in the Registration Form;

9.1.4 The Candidate did not resign due to unreasonable demands placed upon them by the Client;

9.1.5 The Client's intention to employ a Candidate remains;

9.1.6 The Client has given the Agent a reasonable period to recruit a suitable replacement Candidate to be engaged by the Client for the same requirements as specified in the original Registration Form.

9.2 If the Client has not met the conditions they remain responsible for full payment of the initial placement fee.

9.3 All refunds are subject to an administration fee of 30% of the permanent/temporary placement fee.

## **10 TERMINATION**

The Agreement shall continue until the Services have been provided in terms of the Registration Form or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

## **11 ARBITRATION**

11.1 Any dispute arising under this Agreement will be referred to and decided by the Arbitrator.

11.2 The Arbitrator will be appointed by application to the relevant body.

11.3 A party wishing to refer a dispute to the Arbitrator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Arbitrator within seven (7) days of this intention being intimated.

11.4 The Arbitrator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Arbitrator must reach a decision within twenty eight (28) days of referral or such longer period as the parties may agree.

11.5 During the period of arbitration both parties must continue with their obligations as stated in this Agreement.

11.6 The decision of the Arbitrator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

## **12 WARRANTY**

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

## **13. LIMITATION OF LIABILITY**

13.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, as such exclusion or limitation is prohibited by UAE law.

13.2 Except as provided in clause 13.1, the Agent's liability for any direct loss or damage suffered by the Client or any third party, resulting from negligence, breach of contract, or otherwise, shall be limited to the sum covered by the Agent's professional indemnity insurance policy in force at the time of the claim.

13.3 The Agent shall not be liable for any indirect, consequential, or incidental loss or damage, including but not limited to loss of profit, loss of business opportunity, or any other form of consequential loss.

13.4 The Agent shall not accept liability for any loss, damage, expense, or compensation incurred by the Client arising directly or indirectly from an act or omission by any Candidate introduced by the Agent, except where such act or omission is a result of the Agent's negligence or breach of contract.

13.5 The Client acknowledges that it is their responsibility to verify the suitability and qualifications of any Candidate introduced by the Agent and that the Agent's liability is limited as specified herein.

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## **14 INDEMNITY**

The Client shall indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.

## **15 FORCE MAJEURE**

15.1 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay results from events or circumstances beyond its reasonable control. These events include, but are not limited to, acts of God, natural disasters, war, terrorism, civil commotion, strikes, lockouts, government actions, fire, flood, earthquake, epidemic, or other similar events that could not reasonably have been anticipated or avoided.

15.2 The party affected by the force majeure event shall promptly notify the other party in writing of the occurrence of such event and its anticipated impact on the performance of the Agreement.

15.3 During the period that the force majeure event is affecting the performance of the Agreement, the affected party shall make reasonable efforts to mitigate the impact of the event and resume performance of its obligations as soon as reasonably possible.

15.4 If the force majeure event continues for a period exceeding [30] days, either party may terminate the Agreement by providing written notice to the other party, without liability for any loss or damage arising from such termination.

15.5 Notwithstanding the above, the affected party shall remain liable for any obligations under the Agreement that were due before the occurrence of the force majeure event.

## **16 ASSIGNMENT**

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

## **17 THIRD PARTY RIGHTS**

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

## **18 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **19 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

## **20 NOTICES**

Any notice to be given by either party to the other may be served via email, fax, personal delivery, or postal mail to the address specified in the Registration Form or to any other address that the party has communicated to the other in writing. Notices sent by email will be deemed received on the day they are sent, unless proven otherwise. Notices sent by fax will be considered served upon receipt of an error-free transmission report. Notices delivered by letter will be deemed served at the time of personal delivery. Notices sent by postal mail will be considered delivered in the ordinary course of the mail.

## **21 ENTIRE AGREEMENT**

These Terms and Conditions supersede any prior agreements, arrangements, documents, or other undertakings, whether written or oral.

## **22 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the UAE, and the parties hereby submit to the exclusive jurisdiction of the UAE courts.

## Data Protection (Applicable Regulations)

### 23. DATA PROTECTION COMPLIANCE

**23.1 Compliance with PDPL:** We are committed to protecting your personal data and complying with Federal Decree-Law No. 45 of 2021 on Personal Data Protection (PDPL). This section outlines how we handle and protect your personal information.

**23.2 Collection of Personal Data:** We collect personal data that you provide to us, such as through the Registration Form or during your interaction with our services. This data may include, but is not limited to, names, contact information, and any other details relevant to our services.

**23.3 Use of Personal Data:** We use your personal data to provide and improve our Services, process transactions, communicate with you, and comply with legal obligations. We will not use your data for purposes beyond those stated or without your consent, except as required by law.

**23.4 Data Protection Rights:** Under the PDPL, you have the right to access, correct, delete, or restrict the processing of your personal data. You also have the right to data portability and to withdraw consent at any time where processing is based on consent. To exercise these rights, please contact us using the details provided in Section 23.9.

**23.5 Data Security:** We implement appropriate measures to protect your personal data against unauthorized access, disclosure, alteration, or destruction. Our security practices are regularly reviewed to ensure they remain effective.

**23.6 Data Retention:** We retain your personal data only for as long as necessary to fulfill the purposes for which it was collected, comply with legal obligations, and resolve disputes. Once no longer needed, we will securely delete or anonymize your data.

**23.7 Third-Party Disclosures:** We may share your personal data with third parties who provide services on our behalf, such as payment processors or IT service providers. We ensure that these third parties comply with similar data protection standards and the PDPL.

**23.8 Changes to Data Protection Policy:** We may update this Data Protection section to reflect changes in our practices or legal requirements. Any updates will be posted on our website and will be effective immediately.

**23.9 Contact Us:** For any questions or concerns regarding our data protection practices or how your personal data is handled, please contact us by email at [contact@worldwidennanny-uk.com](mailto:contact@worldwidennanny-uk.com).

## *Disclaimer*

Last updated: 2022-04-15

### **WEBSITE DISCLAIMER**

The information provided by The Free Spirits FZCO (“Company”, “we”, “our”, “us”) on [www.worldwidennanny-uk.com](http://www.worldwidennanny-uk.com) (the “Site”) is for general informational purposes only. All information on the Site is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Site.

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### **TESTIMONIALS DISCLAIMER**

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume that all users will have the same experiences.

YOUR INDIVIDUAL RESULTS MAY VARY.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity, where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions.

## ERRORS AND OMISSIONS DISCLAIMER

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## CONTACT US

Should you have any feedback, comments, requests for technical support or other inquiries, please contact us by email: [contact@worldwidennanny-uk.com](mailto:contact@worldwidennanny-uk.com).

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the free spirits°

CHILDCARE & RECRUITMENT AGENCY  
THE FREE SPIRITS - FZCO - DDP - BUILDING A2 - DUBAI SILICON OASIS, DUBAI - UAE

Worldwide  
Nanny®

## *Client Registration*

Date of Registration:

Name of Agent: Sonia Mateos

Company registered address:  
DDP, Building A2 Dubai Silicon Oasis, DUBAI, United Arab Emirates.

Name:	Mobile Phone :
Address:	Landline :
	Email Address :

### CANDIDATE SEARCH REQUIREMENTS

Position type:	Days/Working Hours:
Live in/out:	Salary offered NET per week:
Accommodation Arrangement:	Permanent or temporary:
Full / Part time :	Start date:
Sole/Shared care:	Language requirements:
Age of the children:	Driver Yes/No:
Baby due ? When ?	Is a car provided:

### CANDIDATES DUTIES

List of duties:	Are you ever absent overnight?
Is there any travel involved ?	Are you returning to work? If yes When ?
To which locations?	Do you have pets ?
How many weeks per year?	Please specify the breed :
How many nights of babysitting per week?	Do you require Non-smoker ?

### GENERAL INFORMATION ABOUT YOUR FAMILY

**Do your child(ren) have any medical conditions or special needs that we need to be aware of?**

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Is your child/children involved in extracurricular activities or play groups?

Please explain any situations that we should be aware of prior to starting our search

Have you had a nanny or caregiver in the past? If so, please describe the situation. Was it a positive experience?

What type of person your candidate should be including in terms of personality, background and qualifications?

Does your family have any specific situations that will affect your caregiver or member of staff ?

Please list the best days, times to contact you regarding your search.

Describe the type of person you and your family would want most as a nanny

#### **GENERAL INFORMATION ABOUT THE FREE SPIRIT FZCO**

**DESCRIPTION OF SERVICES TO BE SUPPLIED:**

Recruitment and Placement of Professionals within the childcare and Domestic industry.

**SERVICES COMMENCE:**

**SERVICES END:**

**FEES:**

**Registration: £250 (+VAT when Applicable)**  
**Temporary: £250 per week (+VAT when Applicable)**  
**Permanent: 12 weeks of the annual net salary (+VAT when Applicable)**

**CANCELLATION CONDITIONS AND PENALTIES:**

**All Cancellations are subject to an administration fee of 30% of the permanent/temporary placement fee**

**PAYMENT TERMS:**

**Payments must be settled for Services within a week from the invoice date and before the candidates start.**  
**The Free Spirits FZCO placement fees must be payable in full prior to commencement of candidates.**  
**Late payment will be subject to a compensation payment, plus interest charged at 8% above the Bank Of England base rate.**  
**Late payment will affect the replacement guarantee included in the placement fee.**

**HEALTH AND SAFETY**

**It is important to identify any potential risks to the health and safety of the Candidates that are placed through The Free Spirits FZCO (e.g. faulty devices /appliances or wiring, heavy lifting, dangerous substances or chemicals)**

**In case of any potential risk, kindly mention what steps have been taken to prevent or control it?**

**DISCLAIMER**

**For information relating to The Free Spirits FZCO Terms and Conditions please see attached document or visit [www.worldwidennanny-uk.com](http://www.worldwidennanny-uk.com)**

**The Free Spirits FZCO Terms and Conditions are a legally binding contract between the client or employer, herein after to be called the “Client,” and The Free Spirits FZCO hereinafter to be called the “Agency.” A Client is a person or persons who approach the Agency either through written or verbal instruction and request that the Agency introduce the Client to a nanny; Governess; Educator; Private Tutor; Maternity nurse or any person looking for domestic / private household employment, hereinafter to be called the “Candidate,” for the purpose of employment.**

**The search and provision of candidates is dependant upon the information provided on this form, and any changes to the information provided on this form should be notified as soon as possible to The Free Spirits FZCO in writing.**

**By registering with the Agency either verbally or through written instruction, and receiving Candidates for interview, the Client accepts the Agency’s Terms and Conditions.**

**I confirm that I have read and agree with The Free Spirits FZCO Terms and Conditions.**

**Signed:**

**Date:**

In order to register your search, please kindly post a copy of your registration form with date and signature or alternatively reply by email

**"I confirm that I have read and agree with The Free Spirits FZCO Terms and Conditions"**

The Free Spirits FZCO, Company License Number 28213, DDP, Building A2 Dubai Silicon Oasis, Dubai, United Arab Emirates.