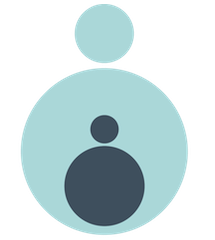


Peaceful Learning

www.alternativenannies.com

Terms and Conditions of Business

1. In these Terms and Conditions of Business the following definitions apply:

“**Candidate**” means the person introduced in writing by the Company to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and members of the Company’s own staff;

“**Client**” means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Candidate is introduced;

“**Company**” means Peaceful Learning Ltd, 10344100 Registration Number, and/ or its trading divisions including without limitation “The Nanny Agency”, ELG01 Carmine Wharf, 30 Copenhagen Place, Tower Hamlets, London E14 7FF.

“**Engagement**” means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services;

“**Introduction**” means (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s written instruction to the Company to search for a Candidate; or (ii) the passing to the Client by the Company via telephone, fax, email, post or otherwise of a curriculum vitae or other information which identifies the Candidate. Unless the context requires otherwise, references to the singular include the plural.

2. Subject to clause 20 below, the Company undertakes business on the following terms that shall represent a legally binding contract between the Company and the Client. These Terms and Conditions of Business should be read in conjunction with the schedule headed “Fees” which forms part of these Terms and Conditions of Business.

3. The Company is not an employer of childcare workers but acts as an introduction agent of childcare workers to its Clients.

4. The Client will be deemed to have accepted the Company’s Terms and Conditions of Business when an Introduction takes place.

5. Candidates are introduced by the Company on the basis that should the Client wish to use their services, the Client will employ the Candidate directly in accordance with the prevailing employment legislation including without limitation paying the Candidate's Tax and National Insurance contributions (unless the Candidate provides written evidence that they are self employed); and that the Client is providing a suitable working environment which does not compromise the health and safety of the Candidate.

6. The Client undertakes to inform the Company of any offer of Engagement to a Candidate including the start date of the Engagement. The Client must agree with the Candidate prior to the commencement of the Engagement details of all material terms including duties, pay, hours and place of work, holidays and notice period. The Company will assume that all details of the Engagement have been agreed between the Client and the Candidate unless the Client informs the Company in writing to the contrary prior to the commencement of the Engagement.

7. All information provided by the Company including personal details of Candidates should be treated as strictly confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in the subsequent Engagement of that Candidate by that third party within 6 months of the initial Introduction will render the Client liable to payment of the Company’s placement fee with no entitlement to any refund.

8. Records of all Introductions are kept by the Company. The Client undertakes to inform the Company promptly should the Company introduce a Candidate whose details have already been introduced to the Client from another source. If the Client fails to do so and an offer of Engagement ensues, the placement fee will be payable by the Client to the Company. In circumstances where the Client may have prior knowledge of a proposed Candidate, in a context other than as an applicant for the job vacancy, and where the Company has made the Client aware of the said Candidate's availability and suitability for the Client’s job description, the Company's placement fee will be payable. In circumstances where the Client makes an offer of Engagement to a Candidate for a position other than in accordance with the original job description, the Company’s introduction fee remains payable.

**Temporary and Maternity Engagements**

9. When confirming temporary or maternity Engagements, the Client should detail at the outset the length of the Engagement. The full fee applicable to the length of the booking will be invoiced on confirmation of the Engagement. Should the Engagement be extended by the Client, or the Candidate's services be used again within 6 months of the termination of the previous Engagement, a further fee will be payable. The Client agrees to notify the Company of any such changes. Equally, should an initial temporary or maternity Engagement result in a permanent Engagement within 6 months of the date of commencement of the initial Engagement, the permanent fee shall be payable unless the temporary fees are greater in which case the temporary fees shall be payable. The Company’s fee is specific to the Introduction of an individual Candidate. Any subsequent Introduction or Engagement of further Candidates shall be subject to a further fee.

9. a) Should the Candidate in a temporary or maternity Engagement leave, or be asked to leave by the Client within the invoiced period (for reasons unconnected to a change in job description, unreasonable working conditions, change in working location not previously agreed, or failure by the Client to comply with current employment legislation) a pro-rata refund for each complete week

not worked - subject to a maximum refund of 50% of the original invoice - will be made if a replacement Candidate cannot be found.

**Cancellations**

10. Should the Client cancel a permanent, temporary or maternity Engagement after terms have been agreed in writing but before the Engagement commences, the Client will be liable for 50% of the original placement fee. In exceptional extenuating circumstances this fee may be waived at the sole discretion of the Company.

11. Should the Client cancel a permanent, temporary or maternity Engagement once employment has commenced, no refund or replacement will be due, subject to the provisions of clause 14.

**Fees**

12. The placement fee will be invoiced in full on confirmation of an Engagement. The placement fee must be paid within 14 days of Clients receipt of the invoice, or prior to the commencement of the Engagement, whichever is the earlier. If settlement is not received within this time-scale, the replacement and refund provisions detailed below will not apply. The Company reserves the right to charge interest on unpaid invoices in accordance with the provisions of The Late Payment of Commercial Debts (Interest) Act 1998

and any subsequent amendments. The placement fee and other charges payable are subject to VAT at the prevailing rate.

**Maternity Nurse Engagement**

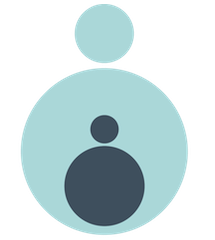
13. In confirming the Engagement of a Maternity Nurse, the Client must confirm dates in writing to the Maternity Nurse and is liable to pay the nurse from the date she is booked regardless of the fact that the baby may arrive earlier or later than expected. Equally should the Maternity Nurse commence the booking later, or end it earlier, or otherwise not work for the period originally agreed, no refund will be given for the fees paid to the Company. Most Maternity Nurses have their own contract which they will ask the Client to sign. Some Maternity Nurses ask for a deposit, which may be non-refundable should the booking be cancelled in unforeseen circumstances. In the event that the Maternity Nurse should need to cancel the booking prior to commencement or during the booking, the Company will endeavour to find a suitable replacement. The Company cannot accept any liability if the Maternity Nurse does not take up the booking.

**Replacements and Refunds**

14. The Company will only grant replacements or refunds in the following circumstances and clause 9a, subject always to clause 12 above:

a) Should the Candidate fail to take up the Engagement, other than as a result of unreasonable behaviour by the Client, a free replacement or full refund will be available at Clients option.

b) Should the Candidate in a permanent Engagement leave, or be asked to leave by the Client, within 12 weeks of the date of commencement of the Engagement (for reasons unconnected to a change in job description, unreasonable working conditions, change in working location not previously agreed, or failure by the Client to comply with current employment legislation), the Company shall, at the Clients option either provide a replacement Candidate free of charge. Only one free replacement is allowed and the job specification must remain the same. Or refund the placement fee to Client on the following schedule:



Candidate leaves within 2 weeks, 100% will be refunded

Candidate leaves within 4 weeks, 50% will be refunded

Candidate leaves within 6 weeks, 30% will be refunded

Candidate leaves within 8 weeks, 20% will be refunded

Candidate leaves within 12 weeks, 10% will be refunded

c) All instances of termination of an Engagement where a free replacement or refund is likely to be claimed must be notified in writing to the Company within five days of the termination of the Engagement. No refunds or free replacements will be applicable if payment has not been received by the Company in accordance with clause 12 above or if the Client is in breach of any other of the Company's Terms and Conditions of Business. No refund is available where the Client does not

request that a replacement is found or where the Client makes other arrangements during the period in which a replacement is being sought. Requests for replacements or refunds must be made within a 3 month period from date of termination of the Engagement. No requests for refunds will be considered where the Client has been unwilling to interview potential replacement

candidates or has otherwise failed to co-operate in the replacement process.

d) No refund or free replacement will be applicable if the Client has failed to honour a previously agreed start date, or has prevaricated over the date to such an extent that the candidate has sought employment elsewhere.

e) No refund or free replacement will be applicable if the Client continues to retain the services of a Candidate they have advised the Company they have deemed to be unsatisfactory.

15. The Company cannot guarantee that the Candidate will complete his or her proposed length of Engagement.

15.a) If the client has found a suitable candidate through Peaceful Learning Ltd, but uses another agency to place the nanny, the client must endeavour to pay Peaceful Learning Ltd the agreed fee.

16. The Company uses all reasonable endeavours to ensure the suitability of the Candidate for Introduction to the Client. However the final responsibility for engaging the Candidate lies with the Client. The Client is strongly advised to obtain their own references to satisfy themselves of the Candidate's suitability. As the Company does not directly employ the Candidate, the Company is

not able to insist upon Disclosure and Barring Service (DBS) checks. However, the Company advises all Candidates to undertake a DBS check. It is the Client’s responsibility should they decide to engage a Candidate who does not have a current DBS check, or who is in the process of applying for a DBS check. The Company will advise the Client of the DBS status of the Candidate.

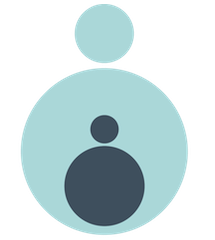
17. The Company shall not accept any Liability under any circumstances for any Losses (whether direct, indirect or consequential or otherwise) incurred or suffered by the Client, the Client's dependents, or any other person, arising out of any alleged or actual acts or omission of the Candidate or of the Company. The Client shall indemnify and hold harmless the Company and its Personnel against all Liability and Losses. For the purposes of this clause:

"**Losses**" means demands, expense, damage, delay, claims, awards, costs, compensation and any other losses and expenses including legal fees.

"**Liability**" means liability in contract, tort, breach of statutory duty or otherwise.

"**Personnel**" includes directors, officers, employees, agents, shareholders and representatives. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising directly from its own negligence.

18. Notwithstanding that any part of these Terms and Conditions of Business may prove to be invalid or unenforceable under any rule or law or enactment, such term or provision or part shall to that extent be deemed not to form part of these Terms and Conditions of Business but all other provisions and the remainder of the provision in question shall remain in full force and effect. The Company and Client shall agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

19. If either the Company or the Client waives any breach committed by the other party of these Terms and Conditions of Business that will not be deemed to be waiver of any subsequent similar breach or of any other breach at any time.

20. No variation or alteration to these Terms and Conditions of Business shall be valid unless the details of such variation are agreed between the Company and the Client and are set out in writing and a copy of the varied terms is signed by the Client and by a Director of the Company stating the date on or after which such varied terms shall apply.

21. With respect to any information supplied to or discerned by the Company in connection with this engagement and designated by Client as confidential, or which the Company should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the Company agrees to protect and not disclose the confidential information strictly, and use confidential information only to perform its obligations to the Client and for no other purpose. This will not apply to information which (i) is or becomes publicly known through no fault of the Company, (ii) is known by the Company prior to disclosure by Client or (iii) is independently obtained by the Company from a source who has no duty of confidentiality. If the Company is required by applicable law, rule, regulation, or demand by a governmental authority to disclose any confidential information, it will provide Client with prompt notice of such legal requirement so that Client may attempt to seek a protective order or other appropriate remedy. In addition, the Company hereby agrees that:

1. It will not at any time during its engagement by Client or at any time thereafter, without Client’s prior written consent, disclose the contents of these Terms and Conditions of Business or that it has been retained by Client.
2. It will require that third parties (including but not limited to employees and subcontractors) to whom disclosure is permitted in accordance with this clause, who in the course of performing services on the Company’s behalf receive Client’s confidential information on a "need to know" basis, be bound to the same terms and conditions as this section to keep confidential all confidential information.

These Terms and Conditions of Business are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

© Peaceful Learning Ltd 15/08/2017 All Rights Reserve

I have read and understood the terms and conditions on pages 1-4. I agree and accept the terms and conditions set out by Peaceful Learning Ltd.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

© Peaceful Learning Ltd 15/08/2017 All Rights Reserved