

PREMIUM BILINGUAL NANNIES & DOMESTIC STAFF

+44 (0) 207 183 0309
3 Hanson St, London W1W 6TB

Little
Ones



TERMS AND CONDITIONS

1. Definitions

“**Agency**” means The Little Ones UK Limited (company number 06536146) whose registered office is at 3 Hanson Street, London, W1W 6TB;

“**Agency Fee**” means the relevant fee payable to the Agency for the Services as set out in clause 6

“**Candidate**” means a person introduced by the Agency to the Client as requested for the purposes of employment as an au pair, a nanny, mother's help, maternity nurse or a person seeking domestic employment (or any other professional requested) on a temporary or a permanent basis, whether full or part-time.

“**Client**” means the client named on the Client Registration Form for whom the Agency has agreed to provide the Services in accordance with these Conditions.

“**Client Registration Form**” means the form completed by the Agency using the details provided by the Client and sent to the Client with these Conditions.

“**Cooling off period**” means the cancellation period pursuant to regulation 30(2) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which ends at the end of 14 days after the day on which the contract is entered into

“**Conditions**” means the terms and conditions of supply of Services as set out herein and any subsequent terms and conditions agreed in writing by the Agency and the Client.

“**Consultant**” means a Sales Consultant working for the Agency

“**Engagement**” means the engagement, employment or use of the Candidate by the Client or any third party on a temporary or permanent basis following an Introduction by the Agency

“**Instructions**” means the instructions provided by a Client, whether orally or in writing, to the Agency to effect introductions to him / her for the purpose of obtaining childcare on a permanent or temporary basis.

“**Introduction**” means the passing by the Agency to the Client of Candidate profiles or other information in relation to a Candidate.

“**Placement fee**” means the full fee for placing a Candidate with a Client after the initial registration fee is paid

“**Registration fee**” means the initial registration fee paid before paying the full Placement fee



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“**Services**” means the services provided by the Agency to the Client as described in these Conditions.

“**The 2013 Regulations**” means the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

2. Agreement

- 2.1 The Agreement between the Agency and the Client for the provision of the Services, incorporating these Conditions, shall only come into force when the Agency confirms acceptance of Instructions in writing through transmission of the Client Registration Form, by email or otherwise, which attaches these Terms and Conditions, to the Client (the “**Agreement**”). The fourteen day ‘Cooling off period’ according to Consumer Rights legislation (see clause 3) begins on the date when the Agency transmits the Client Registration form and the Terms and Conditions.
- 2.2 By providing Instructions to the Agency, and receiving the terms and conditions, the Client acknowledges and accepts these Conditions. Any and all business undertaken by the Agency is transacted subject these Conditions.
- 2.3 These Conditions apply to the Agreement to the exclusion of all other terms and conditions and shall supersede any other documentation or communication between the Client and the Agency.
- 2.4 These Conditions shall apply to both permanent and temporary positions unless otherwise stated.

3. Consumer rights

- 3.1 If the Client is contracting as a consumer, the Client may cancel the Agreement by informing the Agency in writing at any time **within fourteen calendar days of the date of the Agreement** (‘the Cooling Off period’) and before the provision of the relevant Service. Please find on page 14, a cancellation form with contact details for informing the Agency of the cancellation. The Agency will then confirm the Client’s cancellation in writing to the Client.
- 3.2 The Client may request that the Agency begins the supply of the Service before the end of the cancellation period by making an express request in writing, which once received shall be evidence of the Client’s request that the Agency begins the supply of the Service before the end of the cancellation period.
- 3.3 If the Client does make this request for services to start immediately, the Agency will be able to start the provision of the Services immediately.
- 3.4 **The Client is put on notice that the fourteen day period referred to in clause 3.1 ends at the end of fourteen days after the day on which the contract is entered into (please see regulation 30 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (‘the 2013 Regulations’). No request for a refund on the grounds of being within the cooling off period will be accepted after this point.**
- 3.5 **The Client is further put on notice that where a Client has made an express request in writing for services to start immediately and during the cooling off period, pursuant to regulation 36(1) of the 2013 Regulations, then pursuant to regulation 36(4), where the service has begun before the expiry of the cooling off period,**



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the consumer must pay the Agency a) an amount for the supply of the service for the period for which it was supplied, ending only with the time when the Agency is informed of the consumer's decision to cancel the contract and b) an amount which is proportionate to what has been supplied, in comparison with the full coverage of the contract.

3.6 Further to clause 3.5, where a Candidate has been offered, and has accepted, a position of employment on either a temporary or permanent basis, the service contract between the Agency and the Client will be deemed to have been performed in its entirety and no refund will be payable even if a refund is requested within the cooling off period. Where an offer of employment has not yet been made, but the Client is within the 14 day Cooling off period, the Client will be entitled to a 25 % refund where 3 or more profiles have been sent, to a 50% refund where 2 profiles have been sent and a 75% refund where 1 profile has been sent.

4. Supply of Services

- 4.1 The Agency shall use reasonable endeavours to introduce to the Client, Candidates which the Agency considers suitable to be engaged by the Client to carry out work of such nature as notified by the Client. The Client shall specify in the Client Registration Form its exact requirements by providing full details of the type of work and period of Engagement for which the Candidate is required. Any requirements specified which are unreasonable or constitute discrimination will not be considered part of the search criteria. The Agency will use the Client Registration form to try and match Clients with the most suitable candidates and will not be deemed to be in breach of contract if the Client decides to change this search criteria at a later date. The Client will be required to pay a fresh placement fee in this situation.
- 4.2 The Agency shall carry out its obligations with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and relevant statutory obligations.
- 4.3 The Agency will use reasonable endeavours to introduce Candidates to the Client who it reasonably believes, following appropriate interviews and professional checks, to be of sound character, but cannot guarantee the suitability of the Candidate introduced to the Client.
- 4.4 It is the responsibility of Clients, pursuant to the guidance provided by Ofsted, to obtain DBS checks criminal record checks or police checks and to ask to see copies of any certification obtained by a Candidate, including paediatric first aid certification. Written consent from a Candidate is required in order for the Agency to be able to share sensitive personal data with third parties under the Data Protection Act 1998, which is why we are sometimes unable to share this data. Clients are also encouraged to conduct second round interviews with Candidates, following a Consultant's initial interview with a Candidate, as well as corroborating information provided to the Agency provided by referees.
- 4.5 At the request of the Client the Agency will permit the Client to trial a Candidate for up to 2 days ("**Trial Period**"). This trial period can only commence before an offer of employment has been made. Following a confirmation of employment of a Candidate, a Client is not permitted to engage in a trial period. If a Client has already paid the permanent placement fee then a Client will not be permitted to engage in a Trial Period. A Trial Period must be agreed between the Agency and the Client prior to the placement fee being agreed or the Agency will not recognise a trial period. The Client will be liable to pay the relevant Trial Period Fee in accordance with clause 6, plus the Candidate's full wages for the Trial Period prior to the Trial Period commencing. To the extent that the



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Client continues to engage the Candidate after the Trial Period, it shall be liable to pay the relevant Placement Fee in accordance with clause 6. The Client is responsible for paying the Candidate for the Trial Period at the hourly sum agreed between the Client and the Agency.

5. Responsibilities of the Client

- 5.1 The Client shall notify the Agency immediately should it choose to engage a Candidate who has been introduced to it by the Agency. As a result of such Engagement, the Client agrees to pay the relevant Agency Fee to the Agency in accordance with clause 6. If a Client engages a member of staff who has been introduced by the Agency but does not inform the Agency within 7 days, **the costs owed to the Agency will be the reasonable administrative costs of recouping the placement fee, in addition to the usual debt interest level of 8% interest on the debt owed to us.**
- 5.2 If the Client finds a Candidate unsuitable but engages the Candidate for any period of time, and the Cooling off period has expired, the Client agrees to pay the relevant Agency Fee to the Agency in accordance with clause 6. If the Cooling Off period has not expired, the Client is referred to Clause 3.4-3.6 inclusive for details of what monies are due to the Company.
- 5.3 The Client must pay the Company the Placement Fee referred to in Clause 6 within 7 days of an offer of employment being accepted by a Candidate, or by 5pm on the day before the start date of the Candidate's new position, whichever date is sooner.
- 5.4 The Client is responsible for the Engagement of the Candidate in accordance with all applicable employment legislation. The Agency will not engage the Candidate directly and the Client is responsible for putting in place a suitable contract of employment between the Client and the Candidate. The Agency may offer a template employment contract which the Client may use as a guide or point of reference but is not insured to give legal advice to Clients. The Client must provide a copy of the contract between the Candidate and the Client (including any variations to that contract) to the Agency as soon as reasonably practicable and in any event within 10 days of the commencement of the placement or the variation (as the case may be).
- 5.5 The Client is responsible for paying all wages and expenses of the Candidate and for procuring any necessary work permits or other or certificates required to enable the Candidate to take up any position. It is also responsible for deducting the Candidate's tax, national insurance contributions and pension contributions (if relevant). If the Client wishes to engage Little Ones Payroll Service Ltd's service to generate payroll slips for its domestic staff employees, it is referred to the separate process in place in respect of Little Ones Payroll Service Ltd.
- 5.6 The Agency shall obtain references from each Candidate but it is the responsibility of the Client to satisfy himself as to the suitability of any Candidate, to take up any references provided by the Candidate or the Agency and to make appropriate checks of childcare qualifications or driving qualifications.

6. Fees and Charges

- 6.1 The amount of the Agency Fee will be determined by reference to the type of Engagement as follows:

6.1.1 A permanent position is an Engagement requested as being Permanent by the Client, regardless of its



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duration. Permanent Agency Fees will be calculated as a percentage of the agreed net weekly salary of the placed Candidate multiplied by 52 weeks. This is notwithstanding that the placement may be for less than one year in duration. The percentages are set out below:

Positions over 20 hours per week	UK Based	Deposit in advance of an introduction	£69.00 inc VAT
Positions of 20 hours or less per week	UK Based	Deposit in advance of an introduction	£250.00 inc VAT
Au pairs	UK Based	Deposit in advance of an introduction	£250 + VAT
All positions	UK Based	Permanent Placement Fee for Candidates working fewer than 20 hours	18%
All positions	UK Based	Permanent Placement fee for candidates living with the client	18%
All positions	UK Based	Permanent Placement fee 20 working hours or more per week	16%
All positions	Positions which require the candidate to work outside the UK (Overseas)	Deposit in advance of an Introduction	£690.00
All positions	Overseas	Overseas placement fee	25%
All positions		Other permanent placements	All permanent placements are subject to a minimum fee of £1200 plus VAT

6.1.2 A temporary position is a placement agreed in writing by the Agency as being a temporary placement. A placement can never be considered to be temporary if it exceeds a six month period. All temporary positions require a **£900 plus VAT deposit** in advance of Introduction (to be deducted from the placement fee should the placement fee exceed £900



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plus VAT). The Client is put on notice that if the same Candidate goes from being a temporary to a permanent placement, then the Agreement is deemed to have taken place on the date when the first registration form and Terms and Conditions were sent to the Client which ultimately led to that Candidate's temporary employment. In any event, the Cooling Off period will have expired at the end of fourteen days after the date of this Agreement as the service for placing the Candidate will already have been carried out, pursuant to regulation 36(1) and 36(4) of the 2013 Regulations. The Agency does not accept temporary positions of fewer than 6 weeks:

All positions	(UK Based)	£150 per week + VAT
All positions	(Overseas)	£220 per week

6.1.3 A trial placement applies when a Client requests a Trial Period with a Candidate, subject to the criteria set out in clause 4.5 being met, and subject to the Candidate working on no more than 2 days for the Client. Any period beyond 2 days will incur the full permanent Agency fee as per clause 6.1.1.

All positions	(UK Based Trial Period Fee)	£35 per day + VAT
All positions	(Overseas Trial Period Fee)	£220 per week (minimum fee of £440)

6.2 All fees stated above are 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.

6.3 Following notification, either verbal or written, by the Client or a Candidate of a Candidate's acceptance of Engagement as required by clause 5.1, the Agency shall send an invoice to the Client setting out the relevant Agency Fee. Subject to the provisions of clause 6.4, the Agency Fee is payable by the Client within seven working days from the date of Agency's invoice, or by 5pm the day before the Candidate starts their employment, whichever is sooner (see also clause 5.3 above). **This is notwithstanding a subsequent termination of the contract between the Client and the Candidate by the Client.**

6.4 The invoice issued by the Agency must be settled in full prior to the Candidate commencing Engagement with the Client and in respect of overseas placements, any invoice must be settled by the Client prior to the date that the Candidate departs for such placement. In the case of Candidates for temporary positions, the Client agrees to settle any invoice prior to the commencement of the temporary placement.



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- 6.5 The Client shall be liable for and shall indemnify the Agency against all costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Client by the Agency to obtain payment of outstanding Agency Fees and interest.
- 6.6 Any valid promotion advertised by the Agency must not be used in conjunction with any other offer and can only be used once.

7. Additional Fees

- 7.1 Where a temporary position subsequently becomes a permanent position (including by virtue of the fact that the placement is extended beyond 6 months), the Client shall be required to pay the relevant full Agency Fee for the permanent position.
- 7.2 If a Candidate employed by the Client on a temporary basis is re-employed by the Client within six calendar months of the termination of the original period of employment (whether such re-employment is on a temporary or permanent basis) then a further Agency Fee shall be payable by the Client to the Agency. Such fee shall be equal to the Agency Fee which would have been payable if the Agency had introduced the Candidate to the Client at the time of re-employment.
- 7.3 If the employment of a Candidate employed on a permanent part time basis is extended to include additional hours or full time employment in the first year of employment then the Client shall be liable to pay to the Agency an additional Agency Fee. Such fee shall be the Agency Fee which would have been payable at the time of the Introduction in respect of the additional hours after deduction of the Agency Fee already paid by the Client.
- 7.4 In the event that a Client does not hire a Candidate following the initial Introduction by the Agency but subsequently approaches the Candidate directly (not through the Agency) offering Engagement then the Client shall be liable to costs and interest as set out in **clause 5.1** above.
- 7.5 For the purposes of attending interviews, the Client is responsible for a Candidate's reasonable travelling expenses which are properly incurred and evidenced by appropriate receipts. The Client shall settle this directly with the Candidates.



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8. Replacements, Refunds and Cancellation

Replacements and After Sales Assistance / Guarantees

- 8.1 Subject to the terms of this clause 8, if the Candidate does not commence employment with the Client after accepting an offer of employment or if the Candidate leaves the employment of the Client within:-
- 8.1.1 six calendar months of commencing such employment; or
 - 8.1.2 three calendar months in the case of Candidates employed for less than 25 hours per week
- then the Agency shall provide up to **one Replacement Candidate** for the Candidate who has not taken up or who has left the Client's employment ("**Replacement**"). The start date for the purposes of when the six or three months starts to run is the first date when the Candidate started working for the Client (regardless of whether it began as a temporary placement or not).
- 8.2 The Agency shall only be obliged to provide to the Client up to a **maximum of 6 Candidate** profiles for the Replacement. Such profiles will be selected based on the information originally provided in the Client Registration Form. The Agency may take up to 3 weeks from the notification referred to in clause 8.3 to begin to provide profiles. The Agency accepts no liability and is not obliged to offer a Replacement or any refund to the extent that the Client finds the profiles unacceptable and does not want to engage any of the potential Candidates. Neither the Client nor the Agency will be able to discriminate unlawfully or breach the provisions of the Equality Act 2010 when Candidates are being selected for either an initial placement or for a replacement. The Agency will not accept the refusal of a Candidate or a Replacement Candidate on anything other than legitimate grounds.
- 8.3 **Requests for replacements can be initiated by calling your Consultant, who will then ask you to send an email with the subject header 'Replacement activation request' giving full details of the replacement sought. If the Client employs a Replacement but this Replacement also results in the second Candidate either not commencing employment or leaving employment pursuant to 8.1.1 or 8.1.2, then no further Replacement candidates can be provided as the Agency's contractual obligations will now be deemed to be complete and a fresh registration fee and fresh Placement fee will have to be paid.**
- 8.4 The provisions of this clause shall only apply if:-
- 8.4.1 the Client has paid the appropriate Agency Fee and any other fees due to the Agency in full in accordance with these Conditions and no Replacement will be offered at all if the original placement fee has not been paid in full **and**
 - 8.4.2 the Client still intends to employ some kind of domestic staff.
- 8.5 **The Agency may at its discretion refuse to provide a Replacement in the following circumstances:-**



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- 8.5.1 if the reason for the Candidate leaving employment was as a result of a change in the material terms of the contract of employment between the Client and the Candidate not agreed by the Candidate (including a change in the job description, location or working hours originally agreed between the Client and the Candidate); or
- 8.5.2 if the reason for the Candidate leaving employment was because the Client was physically or verbally aggressive towards the Candidate or physically or verbally aggressive towards an employee of the Agency; or
- 8.5.3 if there is a breach by the Client of the contract of employment between the Client and the Candidate or the Candidate was dismissed by the Client other than on just and reasonable grounds. The decision on whether to provide a Replacement in cases where the Client has dismissed the Candidate will be at the sole discretion of the Agency.

8.6 The Client shall only be eligible for one Replacement under these Conditions and shall no longer be eligible for a Replacement after the first Candidate has been replaced. There will be no second or further replacements after a first Replacement without a fresh registration and placement fee being paid.

9. Refunds / Complaints

9.1 The Agency does not offer monetary refunds outside the Cooling Off period referred to in Clause 3, except at the sole discretion of the Managing Director. Any requests for refunds should go to cancellations@littleoneslondon.co.uk and should attach the form at Appendix 1 at the end of this document. If a Client would like to lodge a complaint but does not wish to apply for a refund, they are referred to our complaints policy, which can be emailed to you if you make a complaint to complaints@littleoneslondon.co.uk

10. Liability

- 10.1 The Agency shall not be liable for the following categories of loss in connection with the provision of Services, or in connection with the Candidate's engagement, the Candidate's failure to commence employment or the Candidate leaving the Client's employment:
 - 10.1.1 loss of income or revenue sustained by the Client due to having to care for a child themselves
 - 10.1.2 the cost of paying another nanny or child care provider for alternative child care cover
 - 10.1.3 costs incurred due to damage to property or theft of property
 - 10.1.4 the cost of providing a Candidate with sums due under a notice period in a contract of employment
 - 10.1.5 the cost of hotel rooms or travel expenses incurred by a Client in relation to themselves or in relation to a Candidate
 - 10.1.6 any other losses which cannot reasonably be foreseen would result from the Company's failure to comply with this Agreement.
- 10.2 Any losses shall be limited to the Agency Fees paid to the Agency in respect of a placement.



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- 10.3 The Agency does not employ the Candidates introduced and any Contracts of Employment entered into between the Client and the Candidate are between those persons directly. The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in respect of this Contract of Employment. The Client is also responsible for requesting any medical report in relation to a Candidate from a GP under the Access to Medical Reports Act 1988. The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public liability insurance for domestic workers, including childcare.
- 10.4 This clause 10 does not exclude or limit in any way the Agency's liability for:
- 10.4.1 death or personal injury caused by the negligence of the Agency; or
 - 10.4.2 fraud or fraudulent misrepresentation; or
 - 10.4.3 any other matter for which it would be illegal or unlawful for the Agency to exclude or attempt to exclude the Agency's liability.



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11. Termination

11.1 The Agreement shall continue until the Services have been provided as required in accordance with the Client Registration Form or any subsequent date as mutually agreed in writing by both parties.

11.2 Either party may terminate the Agreement by notice in writing at any time to the other if:

11.2.1 the other party commits a material breach of these Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

11.2.2 the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.

11.3 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

11.4 **Where a Candidate has been offered, and has accepted, a position of employment on either a temporary or permanent basis, the initial placement service will be deemed to have been performed in its entirety and the full placement fee will be payable, even where the Client has subsequently indicated a desire to terminate the Agreement.**

12. Confidentiality / Consent / Data Protection and Transfers outside the EEA

12.1 All information provided by either party to the other, including but not limited to any personal details relating to the Candidate or the Client, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation, without prior written consent of the other or of the Candidate (as the case may be).

12.2 If the Client or a member of the Client's staff or any associate of the Client passes on an introduction to any other person within twelve months of the Client's introduction by the Agency to the Client resulting in the engagement of the Candidate, the Client shall be liable for payment of the full fee in accordance with the Agency's fee for permanent placements.

12.3 By entering into this Agreement the Client is providing explicit consent to the Agency to share their full name and home address to any prospective Candidates which the Client confirms to the Agency they wish to meet or interview. The Client also provides its explicit consent to emails being sent from Consultants or other members of staff employed by the Agency, to the Client's email address. Some of these emails may contain personal data.

12.4 By entering into this Agreement the Client is also providing explicit consent to any transfer of their personal data outside the EEA as a result of email exchanges between the Agency's staff and the Client whilst one party is



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based outside the EEA which are necessary for the effective performance of the Agency's contractual obligations.

13. General

13.1 Neither party may assign transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing either by letter or email addressed to the other party at its registered office or principal place of business or such address as any at the relevant time has been previously notified to the party giving the notice



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- 13.3 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 By registering either with the Company either via our website or by paying the relevant registration fee you agree to receive email and/or postal correspondence from the Agency.
- 13.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.5 It is not intended that any of the terms of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.
- 13.6 English law shall apply to this agreement and the parties agree to submit to the jurisdiction of the English courts.



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APPENDIX 1

**Little Ones UK Ltd Cancellation form
For use by a customer who wishes to cancel services**

In order to be eligible for a refund under Consumer Rights legislation please email the following form to: cancellations@littleoneslondon.co.uk as per the terms and conditions

I/We [*] hereby give notice that I/We [*] cancel my/our contract of sale for the supply of the following service [*],

Purchased on [*] / received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

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