



TERMS AND CONDITIONS OF BUSINESS FOR OVERSEAS RESIDENTS

Fee structure for Overseas residents

Maternity Nurse	£120.00 per Nurse for each week booked (or part there of) + VAT
Minimum Placement Fee (Two week booking)	£240.00 + VAT
Permanent Fee (after 6 consecutive months of employment)	22% of the net annual salary + VAT

1) INTRODUCTION

- a. All business undertaken between Maternally Yours ("the Agency") and the employer ("the Client") is subject to these terms and conditions. In the event of any conflict between these terms and conditions and any other terms and conditions that have been issued by the Agency, the former shall prevail unless expressly agreed in writing to the contrary by the Agency Manager.
- b. An introduction is deemed to be made when the Agency notifies the Client of a candidate's name and / or provides the Client with the candidates details.
- c. If a candidate introduced by the Agency accepts an offer of employment from the Client, an introduction fee shall be payable calculated in accordance with clause 2.
- d. The Client shall be deemed to have accepted these terms and conditions if inter alia, any of the following events occur:
 - i) The Client receives an introduction of a candidate from the Agency and/or contacts the candidate and/or interviews the candidate and/or thereafter engages the candidate.
 - ii) The Client introduces a candidate or passes on an introduction to another employer.

2) INTRODUCTION FEES

- a. The introduction fees are subject to VAT and shall be payable in accordance with the fee structure for overseas residents set out above.
- b. If a candidate introduced by the Agency is rejected (or rejects an offer of employment) by the Client, a full introduction fee will be payable if the candidate is subsequently employed by the Client at any time.
- c. If a client employs a candidate who has been introduced by Maternally Yours but does not inform the Agency within 7 days, the fee payable will be subject to a 50% surcharge.

3) PAYMENT

- a. The introduction fee will become due and payable within 10 working days of the date of invoice or prior to commencement of the booking whichever is sooner.
- b. If the introduction fee is not paid before the Maternity Nurse is due to start, the Agency reserves the right to allocate another booking to the Maternity Nurse whether or not a deposit has been paid to the candidate.
- c. The Agency reserves the right to charge interest on overdue invoices from the date of invoice until payment calculated at the monthly rate of 5% in the event of legal proceeding being commenced by the Agency to recover the fee. The rate of interest will be the then current rate pursuant to the County Court Act 1984 from the date on which proceedings are instigated.
- d. Clause 6 below will only be applicable if clause 3 (a) above has been adhered to.
- e. If our invoice is not paid by 30 days of the invoice date, the Agency reserves the right to pass it to a debt collector which will incur an additional fee of 10% of the total invoice which will be charged to the Client.

4) CONFIDENTIALITY

- a. All information supplied by the Agency is confidential. If the Client passes on the details of a candidate to a third party who subsequently employs the candidate, then the Client will remain liable for the full introduction fee, and the replacement provisions on clause 6 will not apply.



5) EXTENSION OF PLACEMENTS

- a. If the booking is extended the Client must inform the Agency so that the additional fee can be calculated and a revised invoice issued.
- b. Following cessation of a placement, if the Client offers further employment, either permanent or temporary within 5 years a further fee will be payable and the Agency will issue a revised invoice.

6) REPLACEMENT AND REFUNDS

- a. If a Maternity Nurse fails to take up her booking the Agency reserves the right to offer a suitable alternative Maternity Nurse. If no suitable alternative is found, a refund will be given provided that the client has complied with clause 3(a) above.
- b. The Agency, in calculating the refund, reserves the right to retain 25% of the introduction fee for work carried out. Any request for a refund should be put in writing to the Agency.
- c. A termination of a booking due to a clash of personalities does not qualify for a refund.
- d. If a Maternity Nurse leaves a booking due to untenable work conditions no refund will be made.

7) CANCELLATION FEE

- a. If prior to commencement of employment of a candidate the Client cancels the employment, the Agency reserves the right to retain 50% of the introduction fee as a cancellation fee.

8) REFERENCES AND SUITABILITY

- a. The Client will be responsible for taking up references and obtaining confirmation of qualification and shall satisfy him or herself as to the actual suitability of any candidate introduced by the Agency for the specific position offered.
- b. The Agency makes no warranty or guarantee, express or implied as to the suitability of any candidate introduced to the Client.
- c. The Agency shall not be liable to the Client for any loss, liability, damage, costs, claims or expenses suffered or incurred by the Client arising from or connected with the recruitment or engagement of any candidate by the Client howsoever arising.
- d. The Client will be responsible for the candidates remuneration.

9) GENERAL

- a. The Client is responsible for ensuring that all the relevant laws relating to the employment, taxation, national insurance and insurance of the candidate are fully complied with and the candidate is issued with all appropriate contractual or other documentation.
- b. The Agency can advise the Client of suitable travel arrangements through recommended agents. The Client is requested to arrange booking and payment/refund of travel tickets and insurance etc. and to accept reverse charge calls from prospective candidates calling long distance.
- c. The Client is requested to confirm dates in writing to the Maternity Nurse and is liable to pay the Maternity Nurse a retainer of 50% salary from the date that she is booked should the booking be delayed for whatever reason.
- d. The Client is requested to make a payment of one week's salary in the event of the Client cancelling a candidate's employment or reducing the term of the employment following confirmation of the employment.

Signed on behalf the Agency _____ Date _____

Printed name of consultant _____

Client's signature _____ Date _____

Printed name of Client _____