



MEMORANDUM OF AGREEMENT

between

ZASCOCOM (PTY) LIMITED
t/a BABY NIGHT NURSING AGENCY BY LISA MARKOVITZ
(Registration No.: 2010/015857/07)

(hereinafter referred to as “the Agent”

and

.....
(Identity Document No.:)

(hereinafter referred to as “the Client”)

TERMS AND CONDITIONS OF BUSINESS

The terms and conditions set out below constitute an agreement as entered into between Baby Night Nursing Agency by Lisa Markovitz (hereinafter referred to as “the Agency”) and the client.

1. SERVICES

- 1.1. The Agency shall perform the service of introducing nurses to clients with a view to their clients entering into contracts of employment with the nurses for the provision of their services.
- 1.2. The client shall be required to inform the Agency of the qualifications and experience required of the nurse to be introduced to it.
- 1.3. The Agency shall use its best endeavours to introduce to the client suitable candidates matching the client’s needs and requirements.

2. EFFECTIVE DATE

- 2.1. The terms of this agreement shall come into effect immediately upon the appointment by the client of the candidate introduced by the Agency.
- 2.2. The client acknowledges that any such appointment shall imply consent with the terms hereof notwithstanding any failure to sign this agreement.

3. NATURE OF RELATIONSHIP

- 3.1. The parties agree that the Agency acts purely as introductory agent between the client and prospective nurses and that any employment relationship arising from the appointment of the nurse by the client, shall exist between the client and the nurse and that the Agency shall not be a party to such agreement.

We attach herewith, marked Annexure “A”, a standard contract of employment which may be (and we suggest is) utilised by the client at client’s own discretion as contract of employment to be entered into with the nurse.

4. CALCULATION OF PAYMENT AND PAYMENT OF INVOICES

- 4.1. Upon the appointment of a nurse, the client shall be liable to pay to the Agency a commission of 20% of the nurse’s total remuneration.
- 4.2. For purposes of the calculation referred to in paragraph 4.1 above, the remuneration payable to the nurse as well as the period of employment, as determined between and contracted into by the client and the nurse, are to be communicated to the Agency upon appointment of the nurse.

- 4.3. The Agency will calculate the fee/commission payable to it upon commencement of the employment relationship between the client and the nurse with reference to the information provided to the Agency by the client.
- 4.4. The fee/commission will be payable by the client within 7 (seven) days from date of receipt of the invoice from the Agency into the following banking account:-

BABY NIGHT NURSING AGENCY
FIRST NATIONAL BANK, CLAREMONT
BRANCH CODE: 200109
ACCOUNT NUMBER: 623 0391 0104

5. CLIENT'S LIABILITY FOR FEES/COMMISSION

- 5.1. In addition to the client's liability for fees/commission as set out in paragraph 4.1 above, the client will be liable for payment of the equivalent of the nurse's full salary for 1 (one) months work, alternatively the fees/commission due under paragraph 4, to the Agency in all cases where:-
 - 5.1.1. The nurse becomes employed on a permanent basis;
 - 5.1.2. The nurse, having resigned or having her employment terminated or period of employment expired, is re-employed by the client within a period of 6 (six) months from the date of the termination of employment, howsoever arising.

6. SCOPE OF SERVICES AND LIABILITY OF AGENCY

- 6.1. The Agency is not an employer and carries on business only as agent for effecting introductions between clients and nurses as set out herein.
- 6.2. The Agency is not liable for any loss or expense, howsoever same may be caused, which may be incurred by the client following any introduction by the Agency.
- 6.3. Disputes arising between the client and the nurse following the introduction and appointment of the nurse, are to be resolved between the client and the nurse directly.
- 6.4. The Agency shall continue to conduct thorough and comprehensive reference and qualification checks on all of the nurses which it intends introducing to its clients.

7. ADDITIONAL INFORMATION

- 7.1. The client is advised that "night nursing" of babies that are not sick/ill is not covered by medical aid schemes.

8. DOMICILIUM

8.1. The parties choose the addresses as set out below as their respective *domicilium citandi executandi* for the purposes of any notices or documents to be served in terms of this agreement:-

The Agent	Mesa House
	Portswood Close
	Portswood Ridge
	V&A Waterfront
	Cape Town

The Client	_____

By signing this agreement the client confirms that he/she understands and agrees to be bound by the "Terms and Conditions of Business" as set out above.

SIGNED at on this day of 20.....

.....
SIGNATURE

NAME: