

1. GENERAL

1.1 These terms and conditions apply to all contracts between Orchid National Nursing Supply Limited and the Client. No alteration to these Terms and Conditions shall be binding upon Orchid National Nursing Supply Limited unless agreed in writing by a Manager or Director of Orchid National Nursing Supply Limited

1.2 For the avoidance of doubt hereinafter Orchid National Nursing Supply Limited shall be referred to as Orchid NNS

2. INTRODUCTION FEES

Orchid NNS' Introduction Fee is payable immediately on employment by the Client of any candidate introduced by Orchid NNS or an associate company. The Introduction Fee is not affected by any Term or Condition included in the candidate's contract or letter of appointment, or a decision by the Client not to proceed with the candidate's appointment, after the Client has received the candidate's acceptance.

2.2 Orchid NNS' total Introduction Fee is 12.50% of the annual salary and is not refundable.

2.3 Orchid NNS will remain 'owners' of the candidate for a period of 6 months after Introductions have been made to the Client. Should an Orchid NNS Introduction be offered a position directly by the Client or any third party including an alternative employment business during the 6 month period the Client is liable for the Introduction fee of 12.50% of the candidate's annual remuneration. After the 6 month period no fees will be payable. All fees are subject to the addition of VAT.

3. EXPENSES

3.1 Should a Client require Orchid NNS to advertise for a position in addition to Orchid NNS regular advertising, all advertising, interviewing and entertaining expenses will be agreed with the Client prior to expenditure and all such expenses are due from the Client to Orchid NNS within 10 days of invoice.

4. PAYMENT

4.1 Sums invoiced are payable in full within 7 days from the invoice date.

4.2 Orchid NNS reserves the right to charge interest at 4% above HSBC Bank's base lending rate from time to time on any overdue sum until paid in full.

4.3 Orchid NNS reserves the right to recover from the Client all direct expenses reasonably incurred by Orchid NNS in the collection of any overdue sums.

4.4 VAT at the current rate on the invoice date will be added to all fees and expense invoices.

4.5 Any invoice not challenged in writing within 5 days of the invoice date shall be payable in full, save in cases of manifest error in calculation.

5. AGENCY – AGENCY

5.1 In the event of Orchid NNS working as a sub-contract staffing provider to a sub contracted service user or an Agency to Agency provision. Orchid NNS reserve the right to recover outstanding monies directly within chain of command (1) Main Agency (2) Client/Service User.

5.2 Should funds be unreasonably withheld by either the 2nd tier Agency or Sub Contracted 1st Tier Agency Orchid NNS reserve the right to challenge the Client/Service User directly.

5.3 In the event of a staffing provider or agency in liquidation Orchid NNS reserve the right to recover monies due in respect of provision of staff supplied by Orchid NNS directly from the Client/ Service User.

6. GUARANTEE

6.1 In the event of a candidate leaving within 4 weeks of commencement of employment, Orchid NNS will find an alternative candidate without an Introduction Fee. Any additional costs of re-advertising and interviewing expenses will be borne by the Client, provided always that this guarantee takes effect only where all invoices have been duly paid by the Client in accordance with these Terms and Conditions and that otherwise this clause shall be void and have no effect.