

The WithWoman Company Terms and Conditions of Business

These Terms & Conditions of Business exist between The WithWoman Company and an employer (the Client) and are agreed to by the Client by the use or engagement of a person (the applicant) introduced or supplied to the Client by The WithWoman Company.

All and any business undertaken by The WithWoman Company is carried out subject to the conditions outlined below. No variation of these terms and conditions can be made unless confirmed in writing by The WithWoman Company .

1. The Client will notify The WithWoman Company immediately an applicant accepts an engagement and pay The WithWoman Company fee within 14 days of invoice. Upon engagement the Client agrees to pay an introduction fee in accordance with the WithWoman Company fee structure.
 2. The WithWoman Company endeavours to ensure but does not guarantee the suitability of any Applicant introduced to the Client. The Client shall therefore satisfy themselves as to the Applicant's suitability, capability and integrity. It is the Client's responsibility to ensure the chosen Applicant is available to meet the requirements of the vacancy. The Client shall be responsible for obtaining work or other permits and for the arrangement of medical examinations and/or investigations in to the medical history of the Applicant, and qualifications, as may be required in law.
 3. The WithWoman Company accepts no liability whatsoever for any loss or damage of whatever nature arising directly or indirectly for any act or omission or any Applicant introduced by The WithWoman Company even if such act or omission is negligent or fraudulent or reveals any dishonesty.
 4. Clients wishing to engage, re-engage, retain or extend the services of the Applicant in any capacity whether paid or unpaid will be charged for the period that the candidate is retained.
 5. The fee for the introduction becomes payable upon confirmation of booking the Applicant and not on the date the booking commences. The fee must be paid within seven working days of the date of the invoice, or prior to the commencement of the booking, whichever is sooner. The Client must confirm the booking in writing to the Applicant and is liable to pay the Applicant from the date they are booked.
 6. In the event that the Applicant wishes/needs to cancel the booking prior to or during the booking due to extenuating circumstances, The WithWoman Company, will endeavour to find a suitable replacement. The WithWoman Company cannot be held responsible if the Applicant does not take up their booking.
 7. If the Client cancels a booking at any time prior to commencement of a booking, the full fee is payable. If the Client wishes to cancel a booking due to extenuating circumstances, the Client can do so by informing The WithWoman Company in writing giving fourteen working days notice. In these circumstances The WithWoman Company reserves the right to charge 100% of the fee for work carried out. If the Client cancels the booking with no prior notice of intention to cancel and no written notice of the reasons for the termination, the Client shall be bound by the Terms of this agreement to pay the Maternity Nurse or Nanny 50% of the gross salary for the remainder of the Contract.
 8. Any Applicant which The WithWoman Company introduces to a Client, either directly or indirectly, is confidential and as such, made on an individual basis
 9. All full fee will be charged for any Applicant engaged as a consequence or resulting from an application to The WithWoman Company by a Client even if the introduction is made indirectly.
 10. All Agency fees are non-refundable.
 11. All Maternity Nurse and Nanny placements are to have their fees paid in full prior to commencement.
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