

## Terms and Conditions

1. These terms and conditions are deemed to have been accepted by the Client by virtue of the Client making a booking in person, verbal, telephoned, faxed, E-mailed, Internet, or written for the services of any person supplied by MOTHEREAZE MOTHER'S ASSISTANTS.
2. All the nurses/ personal support workers (PSW)/ Early Childhood Educator (ECE) (henceforth referred to as Service Providers) are thoroughly vetted and have background checks. They all possess a minimum of a first aid and CPR certificate. Qualified nurses have been validated by the Colleges of Nurses of Ontario (CNO). If, however, any of the Service Providers supplied to the Client are not to the Client's satisfaction, please contact your local office by telephone immediately, and MOTHEREAZE MOTHER'S ASSISTANTS will endeavour to find a replacement for the remainder of the assignment, if required.
3. It is the client's responsibility to inform MOTHEREAZE MOTHER'S ASSISTANTS of any pre-existing medical condition, dietary requirements, allergies, health insurance details, and emergency contact numbers, as well as to provide adequate refreshments, and any sunscreen and medications for the client.
4. A mandatory **Non- Refundable** booking fee of **\$ 179.00** (CAD) is applicable to secure all service requests.
5. MOTHEREAZE MOTHER'S ASSISTANTS will notify the client within 48 hours after the provisional confirmation, if we cannot supply a Service Provider for the dates you require. In instances where a Service Provider is unavailable for requesting dates, the booking fee will be refunded less **\$39 administrative costs**.
6. MOTHEREAZE MOTHER'S ASSISTANTS shall not be liable for any default due to any act of God, war, strike, or other event beyond its reasonable control.
7. With childcare clients, a minimum of two (2) hours attendance will be provided and a minimum of four (4) service hours for nurses and PSW.
8. **CANCELLATIONS:** Cancellation of service(s) are permitted with written notice received by the MOTHEREAZE MOTHER'S ASSISTANTS office a minimum of 72 hours prior to the commencement of service.
9. MOTHEREAZE MOTHER'S ASSISTANTS reserve the right in the event of shorter than three (3) days' of written notice being given, to enforce a cancellation charge of **\$179.00** or the greater being an equivalent of one day's applicable PSW, Nurse or ECE service cost.
10. An '**Early Release Fee**' will be applied if the booking whether verbal or written is cancelled, postponed, shortened or interrupted through no fault of the MOTHEREAZE MOTHER'S ASSISTANTS and its Service Provider.
11. **NO REFUNDS** are permitted for same day service requests or services booked less than 72 hours prior to commencement. In circumstances where one is deemed necessary, a refund will be permitted less a **\$ 179.00** administrative cost.
12. MOTHEREAZE MOTHER'S ASSISTANTS will not make reimbursements on any other grounds and in the event that you cancel your booking for any other reason, then your deposit and any additional monies paid will be held to cover any administrative costs.
13. Please note, the timings you book for your reservation are very important to us, and the Service Providers are contracted to cover these timings. Unless MOTHEREAZE MOTHER'S ASSISTANTS confirm receipt of any change in writing, you will be invoiced for these timings. The Client agrees that all changes in assignments, any additional bookings, and any cancellations will be advised by the Client directly to MOTHEREAZE MOTHER'S ASSISTANTS, and not via the Service Provider(s) supplied, otherwise the Agency reserves the right to charge the Client for any duties the Agency believes to have been booked.

14. Client agrees not to make any private arrangement with any Service Provider referred by the Agency, for the purpose of, or having the effect of, avoiding payment of the fees set out in Schedule "A" of the **Caregiver Services Agreement**. If Client employs a Service Provider candidate referred by the Agency at any time during six (6) months after such referral, then Client shall notify the agency of such employment and the Agency reserves the right to charge the Client a fee for the introduction equivalent to that of a 3 month period, were the Service Provider to have continued working with MOTHEREAZE MOTHER'S ASSISTANTS.
15. With advance bookings, 50% of the expected amount due must be paid two weeks prior to the care being started, to secure the booking by means of e-transfer or credit card. An invoice will be sent to the client by email, unless otherwise arranged with MOTHEREAZE MOTHER'S ASSISTANTS. Failure to comply may result in your booking being cancelled.
16. Services are calculated weekly, with the week ending on a Sunday midnight. Invoices must be paid immediately upon receipt . If they are not then 10% will be added to the amount payable per week, until the account is settled and MOTHEREAZE MOTHER'S ASSISTANTS reserves the right to immediately suspend without formal notice the supply of any further staff.
17. Official Ontario holidays are charged at time and a half, or double time for Memorial Day, Canada Day, Labour Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve and New Year's Day.
18. For care provided in a clients' own home, hospital, clinic room, yacht or hotel room, no breaks will be deducted from the hours worked.
19. MOTHEREAZE MOTHER'S ASSISTANTS acts as the agent, not the employer of the person supplied by the agency to the client.
20. MOTHEREAZE MOTHER'S ASSISTANTS will not be liable for any loss, damage, costs or expenses incurred by the Client as a result of any act or omission of the Service Provider supplied, nor will MOTHEREAZE MOTHER'S ASSISTANTS be liable as a result of the non-attendance of the person(s) to be supplied by the Agency, nor will the Agency be liable for any act or omission on its own part.
21. In the event that the Client engages on a full-time, part-time or casual basis any person supplied within the previous 6 months by MOTHEREAZE MOTHER'S ASSISTANTS to the Client, the Client agrees that the introduction has been effected by MOTHEREAZE MOTHER'S ASSISTANTS irrespective of any other circumstances surrounding recruitment of that person by the Client.
22. Upon request by CLIENT, MOTHEREAZE MOTHER'S ASSISTANTS shall use it best efforts to assign temporary, supplemental personnel (hereinafter referred to as "STAFF") to CLIENT in full compliance with all the provisions of this AGREEMENT. MOTHEREAZE MOTHER'S ASSISTANTS shall carefully screen Service Providers to determine their qualifications and competence prior to referring Service Provider to CLIENT. This screening by MOTHEREAZE MOTHER'S ASSISTANTS shall include, but not be limited to, obtaining all pertinent information (hereinafter referred to as "PREASSIGNMENT SCREENING INFORMATION") concerning the past employment, license, certifications, education, and professional skills of Service Provider. All PREASSIGNMENT SCREENING INFORMATION shall be made immediately available to CLIENT by MOTHEREAZE MOTHER'S ASSISTANTS upon request.
23. This AGREEMENT does not constitute an exclusive engagement of MOTHEREAZE MOTHER'S ASSISTANTS' services by CLIENT, or a promise by CLIENT to meet any or all of its supplemental staffing needs through MOTHEREAZE. MOTHEREAZE is not hereby prohibited from assigning Service Provider to other entities, and CLIENT is not hereby obligated to use MOTHEREAZE exclusively or at all. To the contrary, CLIENT is free to use or not use MOTHEREAZE MOTHER'S ASSISTANTS as it deems fit in its sole discretion.
24. MOTHEREAZE MOTHER'S ASSISTANTS' obligation to provide requested STAFF is limited by the availability to MOTHEREAZE MOTHER'S ASSISTANTS of qualified Service Provider who are ready, willing and able to accept an assignment with CLIENT.
25. MOTHEREAZE MOTHER'S ASSISTANTS will perform the services and duties hereunder as an Independent contractor and not as an employee, agent, partner of, or in joint venture with CLIENT.
26. Unless otherwise expressly provided elsewhere in the agreement, this agreement may be varied only by a document signed by both parties.
27. MOTHEREAZE MOTHER'S ASSISTANTS reserve the right to refuse any booking.

By accepting services you hereby agree to the above terms and conditions listed above.