This Agreement made at on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_20\_\_\_.

**BETWEEN**

**M/s. YASH NURSING & SURGICALS SERVICES PVT. LTD. (herein after referred as YNSS)** a Company registered under company Act, 1956 and having its Register Office at Survey No. 322/07, FL No. 07, “Sayee Villa”, Sasane Nagar, Hadapsar, Pune – 411028 **(through It’s Director, Owner or Representative).**

AND

And **Ms.** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Name of client)** presently residing at“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” **(Through herself, her Representative or Relative).**

**The Company and the Patient / his Representative or Relative shall hereinafter be collectively referred to as “Parties” and individually as “Company” and “Client”.**

**WHEREAS:**

1. The Client wishes to avail the Nursing services of the Company for serving the patient at the premises situated at “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address of premises where the services to be provide).
2. The Client has approached the Company and company has given assurance to the client that they have the necessary expertise in undertaking the job for performing and providing the Nursing Services and other incidental services hereinafter referred to as the said “Services”.

**NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED** by and between the Parties hereto as under:

* 1. **NUMERICAL STRENGTH OF PERSONNEL:**

Thenumber of Personnel to be deputedby theCompany and their maximum hours of work, days of work and shift schedule will be decided by the Company, in consultation with the Client.

* 1. **REPRESENTATIONS AND WARRANTIES BY PARTIES:**

The Parties warrant and represent that: The Persons signing this agreement on behalf of the parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing;

1. They are fully authorized and have all capacity and power to enter into and perform the duties in accordance with the terms and conditions stated herein;
2. The execution of this Agreement does not violate any covenant stipulation/condition of any agreement/deed entered into by the Parties with any third party;
   1. **THE CLIENT’S OBLIGATIONS:**
   2. Except as expressly otherwise provided, the Client will, at its own expense, provide all equipment’s and facilities, at the location(s) where the services are to be provided, required to enable the Nursing staff to carry out the required services. Such equipment’s and facilities shall include, adequate heating/air conditioning, lighting, power, toilet facilities, table, chair, drinking water, stationery/ writing pad, files, registers etc. and such other facilities as may be deemed fit to perform duties by the Nursing staff from time to time.
   3. The client will make its best efforts to ensure that its premises, property and other assets are at all times throughout the duration of this contract appropriately insured.
   4. The Client, her relative/s or representative will not interfere in the work of Nursing Staff (Nurse/ Brother or Attendant) of YNSS. In case of any query or complains the Client, her relative/s or representative can directly contact the YNSS representative and discuss the same.

The Client / her relative/s or representative will not hire or keep any of the employee of Nursing Company (YNSS) on their pay roll for any direct or indirect services of any nature. If it is come to the notice of Nursing company that the client has hired its employee on his / her payroll for any direct or indirect services than the client will be liable to pay the three months billing amount (as mentioned in clause VI - NURSING CARE CHARGES) to the company as compensation.

* 1. The client will responsible to provide food to the employee of YNSS wherein the employee is engaged for round the clock services (24 Hrs).
  2. The company has exclusive rights to rotate its employees as per rotation policy.
  3. YNSS will make payment to the employees fortnightly or monthly, or as per the agreed terms between employee and company, the Client, her relative/s or representative will not interfere in terms of payment and will not give any advance to the employee/s of YNSS without due consent of the authorised person (who signs the terms and conditions of this Agreement).
  4. **NURSING COMPANY’S OBLIGATIONS / RESPONSIBILITY:**
  5. Ensure that it deploys trained and competent persons (hereinafter referred as the Company employees) who are physically fit and are not suffering from any chronic or contagious disease. The Company’s employees

assigned to the Client will exclusively work for the Company and shall not be called/ roped in for any additional duty for some other Client(s).

* 1. The Company will be responsible and liable for payment of salaries, wages and other legal dues of its employees who are employed by it for the purpose of rendering the Services required by the Client under this Agreement and shall maintain proper books and records and documents from time to time.
  2. Ensure that the Nursing Company’s employees are always under its direct control or supervision and will fulfil the obligations under this Agreement. The Nursing Company shall as the employer, have exclusive right to terminate the services of any of its employees to fulfil its obligations under this Agreement and to substitute any person/s instead of the expelled employee.
  3. Ensure that none of the Nursing Company’s employee will enter or remain on the Client’s premises beyond the specified time limits unless and absolutely necessary for fulfilling the Nursing (company’s) obligations.
  4. **PAYMENT TERMS:**
     1. The payment will be cleared by the patient or its representative within three days from the date of submitting of invoices of services provided.
     2. Invoice of service provided will be submitted by YNSS fortnightly or monthly (as per mutually agreed terms).
     3. The payment of invoice needs to be cleared immediately against the surgical materials issued / supplied by YNSS.
  5. **NURSING CARE CHARGES:**
     1. Nurse / Brother @ \_\_\_\_\_\_\_\_\_\_\_\_ /- Per Shift of 12 Hrs Per Person (two times Tea to be provided by the Client).
     2. Nurse / Brother @ \_\_\_\_\_\_\_\_\_\_\_\_ /- Per Month for 30 Days (24hrs X 30 Days) Per Person (two times Tea, Breakfast, Lunch and dinner to be provided by the Client).
     3. Attendant @ \_\_\_\_\_\_\_\_\_\_\_\_ /- Per Shift of 12 Hrs Per Person (two times Tea to be provided by the Client).
     4. Attendant @ \_\_\_\_\_\_\_\_\_\_\_\_ /- Per Month for 30 Days (24hrs X 30 Days) Per Person (two times Tea, Breakfast, Lunch and dinner to be provided by the Client).

Above rates are applicable w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will be revised after discussion between the parties from time to time.

**TERMINATION OF CONTRACT:**

The said contract comes to end by mutually or written notice given by either party with Fifteen days advance information.

**M/s. YASH NURSING & SURGICALS SERVICES PVT. LTD.**

(**Client / Patient)**

**Authorised Signatory Authorised Signatory**