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Registration Number: 14473484

TERMS OF BUSINESS

TERMS OF BUSINESS FOR THE PROVISIONS OF RECRUITMENT SERVICES BETWEEN

WHEREAS, the Agent will provide recruitment services under these specific terms and conditions, from its principle address at 1 Midland Road, Wednesbury, WS10 8HX, WEST MIDLANDS, UNITED KINGDOM

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

“Company” means GOLD CLASS HEALTHCARE Limited trading in their capacity as an Employment Business as defined in Section 3(1) Employment Agencies Act 1973 pursuant to the requirements of the Conduct of Employment Agencies and Employment Business Regulations 1003.

“Charges” means the sum payable by you to the Members and the commission payable to The Company as set out in the Terms of Business together with any expenses approved by you in advance.

“Documentation” means the Service User Guide and Statement of Purpose, supplied to you by the Company.

“Member/s” means the Qualified Nurse/Healthcare Assistant/Unqualified Nurse/Support Worker booked by you.

“Term” means the term for which you have booked a Member.

“Terms of Business” means the tariffs and supplementary notes set out in the document titled “Terms of Business” supplied to you by The Company.

“this Agreement” means these Conditions of Engagement, Terms of Business, the Documentation and the details of your booking as confirmed by The Company.

“you” means the party detailed on the Terms of Business as the Customer.

2. REGULATIONS

You must ensure that at all times you comply with the provisions of applicable statutory rules and regulations including, without limitation, any relevant health and safety regulations, the Working Time Regulations 1998 and any other legislation relating to discrimination.

3. INSURANCE CLAIMS

Nursing and other care may be covered by your own or a patient’s private medical insurance. Except where the insurance policy specifically names The Company as a supplier in its

conditions, you must pay the charges in accordance with clause 5. The Hirer of the service provided by Members will be expected to have insurance in the event that premises are damaged in any way.

4. THE SERVICE

4.1 Subject to your compliance with this Agreement, The Company shall supply the Members to you for the Term on the terms set out in this Agreement.

4.2 You will be deemed to have accepted the terms of this Agreement by booking a Member from the Company. No booking shall be binding on The Company and confirmed by it.

4.3 The Company has no authority to enter into a contract on behalf of the Members and you will therefore contract directly with the Members.

4.4 If a Member is sick or otherwise absent, The Company will use reasonable endeavours to either provide a replacement or inform the Hirer as soon as the Company have been notified by the Member of their absence. The Client must notify the Company immediately after the start of a booked shift of the absence of a Member on a booked shift. Refunds will be granted on a discretionary basis only.

4.5 Under circumstances where The Company reasonably believes there is a risk to any Member or the service user (in particular a health and safety, environmental or welfare risk), The Company may, at its discretion, withdraw the relevant Member, either permanently or until the risk is remedied. Under such circumstances, it will have no obligation to grant a refund or replace the Member.

5. PAYMENT

5.1 You shall pay Charges to The Company immediately upon receipt of The Company's relevant invoice without any set-off, deductions or withholdings unless you have a query regarding the invoice. If an invoice is not queried within 14 days after the date of the invoice, you shall be deemed to have accepted the invoice as correct and the invoice will be due for payment in full. You shall make no payments to the Members directly. The Company choose to act as Agents for Vat purposes and VAT will only be charged on the commission or margin element of the charge.

5.2 Although Members are self-employed, The Company is required by the Inland Revenue and the Department of Social Security to deduct tax and National insurance where appropriate. Such sums will be incorporated into The Charges.

5.3 All Charges are subject to regular review and variations will be notified to you in writing 7 days prior to them coming into force.

5.4 If you are late with your payments, The Company may, without prejudice to its other rights, suspend the services of the Members. If no payment is received within 14 days after the date of the invoice a 10% surcharge will be levied on the invoice. The Company reserves the right to require a deposit from you as security against final payment in an amount to be agreed.

6. TIMESHEETS

The Charges is based on timesheets completed by the Members. Timesheets are binding by you whether countersigned by you or not. If breaks are taken they must be deducted from the timesheet and signed for as such. If no break has been deducted you will be charged accordingly. Mileage to be charged at 45p for 24 miles (FOR DOMICILARY CARE)

7. ACCOMODATION AND MEALS

You are required to provide meals for Members on residential duties and adequate facilities to rest or sleep for Members on sleeper duties. You may not deduct the cost of meals or any other type of benefit in kind for a Member from the invoice of The Company.(FOR LIVE IN CARE or SLEEP IN)

8. AMENDMENTS TO BOOKINGS

You must give The Company at least 12 hours' notice if you wish to reduce, cancel or amend the booked services of the Member. If you fail to do so, The Company will charge you the full cost of the relevant shift. If a Member leaves an assignment prematurely or fails to attend, please telephone The Company immediately.

9. PERMANENT RECRUITMENT

In the event that you choose to directly employ a member supplied to you by The Company on a permanent basis or fixed term contract basis or on your bank staff (or should a third party approach a Member supplied to you by The Company on your behalf), The Company's Permanent employee's Terms of Business shall apply to you. This will apply in the event of any worker supplied to the Hirer in the previous 12 (twelve) months and not restricted to the amount of hours or shifts worked. The Hirer will be liable to pay an Appointment Fee as follows:

SALARIES

Up to £11,999

£11,999 to £14,999

£14,999 to £18,999

£18,999 +

Refund Guarantee

Should the Applicant, having taken up employment as a Permanent Worker, leave before the end of the 8th week of employment, the Hirer may be eligible to a rebate (see table below) provided that the invoice issued by The Company was paid in full within 14 days of the invoice date and the Hirer notifies the Company in writing immediately. No rebate is available for fixed engagements. Refunds will be issued by Care Dynamics Ltd to the Hirer in the form of a credit note and are valid for 6 months. The benefit of introductions made by The Company is not assignable by the Hirer and a Hirer who passes on an applicant to another party, or engages an

applicant through another party, within 6 months of an initial introduction to the hirer will be charged the appropriate fee as set out above if an engagement results.

LENGTH OF ENGAGEMENT

Up to 2 weeks

2 weeks to 4 weeks

4 weeks to 6 weeks

6 weeks to 8 weeks

10. WARRANTIES

The Company warrants to you that it will use reasonable skill and care in supplying Members pursuant to this Agreement. Save for any representations made fraudulently, to the fullest extent permitted by law, all other conditions, guarantees, warranties, terms, representations and undertakings expressed or implied, statutory or otherwise of The Company are excluded.

11. TERMINATION

11.1 Subject to earlier termination made pursuant to clause 11.2 this Agreement shall continue for the Term.

11.2 The Company may terminate this Agreement with immediate effect if:

1. a) You commit a breach of this Agreement which, if redeemable, is not remedied within 30 days following notice from the Company;
2. b) You pass a resolution for your winding up, a court of competent jurisdiction makes an order for your winding-up or the presentation of a petition for your winding up which is not dismissed within 7 days;
3. c) You enter into administration or an administration order is made in relation to you or a receiver is appointed over or an encumbrancer takes possession of any of your assets;
4. d) You make an arrangement or composition with your creditors generally or make an application to a court of competent jurisdiction for protection from your creditors generally;
5. e) The Company believes there is a risk to the service user or Member as described in 2.3, and it does not believe that the risk has not been sufficiently for it to be able to continue to provide Members.

11.3 Upon termination of this Agreement all amounts outstanding from you should become due. The rights and abilities of you and The Company which have accrued prior to termination or which by their nature are intended to survive termination shall continue to subsist following termination of this Agreement.

12. LIMITATION OF LIABILITY

12.1 Members are engaged by the Company under contracts for care services. They are deemed to be under the supervision, direction and control of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Member, whether wilful, negligent or otherwise as though he was on the payroll of the Hirer. The Hirer will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect to the Hirer's own staff (excluding the matters specifically mentioned in clause 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Member during all assignments. The Hirer shall also advise The Company of any special health and safety matters about which The Company is required to inform the Member. The Hirer will assist The Company in complying with The Company's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by The Company and the Hirer will not do anything to cause The Company to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the services of a Member for more than 48 hours in any week, the Hirer must notify The Company of this requirement before the commencement of that week.

12.2 The Company's liability to you for fraudulent misrepresentation and death or personal injury resulting from The Company's own negligence or that of its employees, agents or sub-contractors shall not be limited or excluded.

12.3 Subject to clause 12.3, The Company shall not be liable to you for loss of profits, loss of revenue, loss of goodwill, loss of contract, loss of anticipated savings or loss of any type of special, indirect or consequential loss (including such loss or damage suffered by you as a result of action brought by third party) even if such loss was reasonably foreseeable or The Company have been advised of the possibility of you incurring the same.

13. GENERAL

13.1 Any complaints about Members must be made and will be handled in accordance with the complaints procedure set out in the Service User Guide.

13.2 You shall not assign, sub-licence, declare a trust over or otherwise transfer this agreement and / or the rights granted hereunder without the prior written consent of The Company.

13.3 You and The Company shall remain independent contractors. Nothing in these terms shall be deemed to establish a partnership, joint venture or agency relationship between you and The Company.

13.4 This Agreement (and any dispute or claim of whatever relating to it or its formation) shall be governed by and interpreted in accordance with English Law. You and The Company irrevocably submit to the exclusive jurisdiction of the Courts of England.

13.5 The Contracts (Rights Of Third Parties) Act 1999 shall not apply to the Agreements and no rights or benefits impliedly conferred by it shall be enforceable under that Act against you and the Company by any other person.

13.6 No failure or delay by you or The Company to exercise any rights under this agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

13.7 If any provision of this Agreement is or becomes for any reason or whatsoever invalid, illegal or unenforceable, it shall be de-visible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

13.8 Neither you or the Company shall be liable to the other for any breach of this Agreement caused by an event or circumstance beyond it's reasonable control including (without limitation) any Act of God, weather failure of power supplies, flood, drought, lightning or fire, strike, lock-out or trade disputes or labour disturbance, the act or omission of government or other competent authority, war, military operations, act of terrorism or riot.

13.9 These Terms and Conditions shall prevail over any Terms and Conditions which may have been or will be supplied by you.