

TERMS AND CONDITIONS OF BUSINESS

Ascot Care is an Employment Business For The Supply of Temporary Qualified Nurses and Care Assistants

1. These Terms and Conditions of Business are between (1) Ascot Care Agency Ltd. Reg. No 09016005 and Ascot Care (2) the Employer Client ("The Client"). The Terms and Conditions are deemed accepted by the Client by virtue of an interview with a representative of Ascot Care or subsequent engagement (which term includes employment or use, under contract of service) of Qualified Nurses or Care Assistant introduced by Ascot Care. The term Qualified Nurse or Care Assistant refers to any staff provided by Ascot Care to any client.
2. The Client agrees to pay the fees, confirmed by printed price list or otherwise the standard fees in force at the time the service is requested. Any other special terms agreed will be confirmed separately in writing. The Client is responsible for verifying if the hours worked by the Nurse or Care Assistant on the time sheet is incorrect. In the event that the Client is unable to view and check the time sheet, then a representative of their choice must be appointed. The responsibility lies with the Client to inform the company if for any reason the time sheet is wrong within 24 hours of the shift end time. The company reserve the right to charge for extra time worked by the member of staff if confirmed by the client and amended by the timesheet. In the event that the placement time is reduced the full period will be charged. The company use electronic pre typed timesheets and copies are available by request which will be emailed over should the client require them. The time sheets are pre typed with the details of the original request for staffing and the company use that along with staff confirmation that those hours were worked. Should that change the client must inform the company within 24 hours of the shift end.
3. Any other expenses as may be agreed shall be itemised by Ascot Care upon their invoice. In addition to those fees which are in force at the time of the assignment the company reserves the right to charge interest, after 30 days, at the rate of 4 % over and above our banking Bank Base Interest Rate on a daily basis until payment is received. Any court fees, solicitor fees, debt collection fees, Directors time, un-cleared cheque charges, or any other fees incurred by reason of uncollected and uncleared debt may be charged to the Client.
4. Normally we will give a minimum period of two weeks-advanced notice of our intention to review our scale of charges.
5. Fees, which are largely salaries paid, are invoiced weekly and are payable by the Client immediately upon receipt of the invoice. Any payments not received within 30 days of receipt of invoice will incur interest as set out in paragraph 3 above.
6. Ascot Care supplies Qualified Nurses and Care Assistants it introduces and assumes the responsibility for the collection and payment of salaries. This does not apply once an introduction fee has been paid for any staff supplied to the Client on a permanent basis.
7. **INTRODUCTION**

The engagement or use by a client of any temporary worker introduced by Ascot Care, whether for a definite or indefinite period, or the introduction of such a worker to other employers with a resulting engagement renders the Client subject to an introduction fee or alternatively if agreed by both parties the option to have the temporary worker supplied for a specific extended period of hire of six months, at the end of which the worker will transfer without charge. The transfer of the temporary worker must take place within 14 weeks of the start of the first assignment or within 8 weeks of the end of any assignment (whichever period ends later).

The fee payable to the Company by the client for the introduction of any temporary worker is calculated as a percentage of the temporary workers first year's anticipated gross salary including wages, guaranteed commissions and bonuses (fee percentage).

The fee percentage of the Temporary Worker's first year's salary will be as follows:

Total Annual Salary	Introduction Fee % Charge
Under £10,000	33%
£10,000 - £14,999	33%
£15,000 & above	33%

Ascot Care will make no refund of the introduction fee to the Client in the event of the subsequent termination of such engagement after 8 weeks from the commencement date. In the event that the Engagement terminates before expiry of eight weeks (save where as a result of the Temporary Worker being made redundant by the Client) the fee will be rebated in accordance with the scale set out below provided that the Client notifies the Company of the termination within 3 days of the date of termination.

Period of Employment	% of Credit
1 week – 2 weeks	50%
3 weeks – 6 weeks	25%

The client only becomes entitled to a rebate where the invoice has been paid by the Client within 14 days of the date on the invoice. Should the Client or any subsidiary or associated company of the Client engage the Candidate within the period of 6 calendar months from the date of termination or withdrawal of offer of Engagement, then a full fee in accordance with paragraph 5 above becomes payable.
8. Every effort is made by Ascot Care to give complete service to the Client by ensuring reasonable standards of skill, care, integrity and reliability from Nurses and Care Assistants and to provide them in accordance with the booking details. No liability (by reason of the human element) will be accepted for any loss, damage or delaying arising from any failure to provide any particular Nurse or Care Assistant for all or part of the period of the booking, or from the negligence, dishonesty, misconduct or lack of skill of the Nurse(s) and/or Care Assistant(s) provided.
9. The professional references and other information obtained by the Agency regarding the information supplied to the Client must be treated in strict confidence and not transmitted by the Client to any third party. Where an introduction fee is paid for worker supplied on a permanent basis, it is up to the Client to satisfy themselves with the applicants suitability and to take up any references, qualifications, medical history or personal circumstances.
10. The Agency reserves the right to charge the Client a cancellation fee at the rate in force at the time of the cancellation if the Client gives up to less than 24 (twenty four) hours notice of its desire to cancel an assignment for which a Nurse or Care Assistant has already been placed by Ascot Care.
11. If the Client wishes to terminate an assignment before the end of the agreed assignment period when the Nurse or Care Assistant was placed, then the Client must give 48 (forty eight) hours notice of termination of the assignment. (Bereavement and hospitalisation excluded). Ascot Care reserves the right to charge the Nurse or Care Assistant agreed assignment time if less than 48 (forty-eight) hours notice is given.
12. Where Nurses and Care Assistant are supplied to a client, the Client undertakes to supervise the Nurse or Care Assistant during the period of the assignment with the Client so as to ensure the Client's own satisfaction with the standard of work and compliance with health and safety issues by the Nurse or Care Assistant. If the Client is not satisfied with the standard of work performed by the Nurse or Care Assistant, then upon such notification (contact the office immediately, which must be confirmed in writing within 5 working days), Ascot Care will endeavour to seek to rectify the problem, terminate the assignment or supply an alternative temporary worker for the Client. The Client will, however, be responsible for paying Ascot Care's charges in respect of the hours worked by the Nurse or Care Assistant concerned. Full details on Ascot Care's complaints procedure can be found in the Service User Guide.
13. Home Care plans and daily logs are the property of Ascot Care and will be returned by their employees to the office, when complete, in order that care can be monitored.
14. We reserve the right to withdraw care in extraneous circumstances, which in our opinion makes its provision untenable. The circumstances would include failure by the Client to provide safe or appropriate equipment for the task to be undertaken. Other causes may include harassment of the employee on any equal opportunity basis.
15. These Terms and Conditions constitute all the Terms and Conditions between Ascot Care and the Client. No variation of these Terms and Conditions shall be binding unless agreed upon by both Ascot Care and the Client in writing.
16. We reserve the right to vary or change all, or any of the above, at any time, without notice. The current Terms will usually be photocopied on the reverse of each invoice. Current terms can be obtained at any time by application to the Company.
17. Staff are provided on condition that you agree that Ascot Care may contact you in relation to Quality Control Issues or to provide information.