



## **TERMS OF BUSINESS 2024**

### **CAREFIRST CARE SERVICES LTD**

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#### **1. SERVICES**

In return for you paying the charges (provided separately from these terms of business), Carefirst Care Services LTD will supply you with temporary care staff and/or permanent care staffing and/or healthcare staff or any other service as you may reasonably require.



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## 2. CHARGES

### Temporary Healthcare Staff

- a) Charges are calculated by the number of hours you have the temporary worker. This is rounded up to the nearest quarter of an hour. You will be charged for staff breaks up until you inform us that you wish not to pay for staff breaks. Split shifts do not have a gap charge and are deemed to be two separate shifts. Carefirst Care Services LTD cannot refund any breaks that have been charged if you come back to us after the invoice date to inform us that you do not wish to pay for staff breaks.
- b) We will endeavor to notify you in writing within 7 days of any variation to new charges coming into effect. We will continue to provide the service(s) unless you confirm in writing that you no longer wish to receive our services. Carefirst Care Services LTD shall be responsible for paying the temporary staff as required by law. All charges are subject to VAT (if applicable) at the prevailing rate.
- c) Shifts that fall into bank holidays are charged at the full bank holiday rate, this generally affects nights into and out of a bank holiday.
- d) Sleep in shifts are charged at our standard hourly night shift rate.

### Temporary to Permanent Healthcare Staff

- d) The charges vary on the position of the member of staff. You can see the charges that are relevant in [section 12](#). (Induction and transfer fees)

### VAT

- e) Carefirst Care Services LTD can supply staff that carry out medical duties including medication on a VAT exempt basis. We can charge without VAT on the basis that you are exempt and require our staff to undertake medical tasks within their shift. If you do not meet both criteria, we must charge VAT as we will be unable to supply you staff utilizing the nursing concession for VAT.
- f) If you are registered as VAT exempt under the nursing concession and the staff that we supply to you will be administering medication, we may be able to invoice you without VAT. You must discuss with us your VAT exemption before we invoice you as we cannot credit VAT once it has been charged.

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## 3. PAYMENTS

- a) Carefirst Care Services will issue you with invoices. We process our invoices each week on a Monday. As standard we offer 30 day invoice terms. You are required to make timely payment to us by direct debit, cheque or bank transfer to the relevant account:

### b) Agency Staffing

Carefirst Care Services LTD  
Barclays Bank  
Account: 53711749  
Sort Code: 20-00-00

### c) Finding and Transfer Fees

Carefirst Care Services LTD  
Monzo Bank  
Account: 79463888  
Sort Code: 04-00-03

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## 4. LATE PAYMENTS

- a) If payment is not received within 30 days of the date of invoice, interest will be charged at the rate of 8% above the base rate of Bank of England from the date of the invoice until payment is received in full.
- b) Any invoices over 50 days due will attract the following recovery fee's:
- |                     |                 |
|---------------------|-----------------|
| • £0.01 to £1000    | £70 + Interest  |
| • £1000.01 to £3000 | £120 + Interest |
| • £3000.01 +        | £195 + Interest |
- c) If your account is excessively overdue, we reserve the right to suspend our services without notice until the account is paid in full. It is your responsibility to ensure that invoices are paid in a timely manner in accordance with their due dates.

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## 5. TIME WORKED BY OUR TEMPORARY STAFF

- a) Our work is recorded by timesheets. You will be left with a copy by the worker at your request. Invoices will also be supplied with the relevant timesheet(s) attached. It is your responsibility to ensure that you countersign the temporary workers timesheet to evidence the work that has been carried out and undertaken by the temporary worker.
- b) Failure on your part to countersign a timesheet does not affect your liability to pay for the services provided. If you have any queries relating to this, you must inform us within 3 working days of receiving the invoice(s).
- c) All workers have the right to an uninterrupted rest break during their working day should they work 6 hours and 15 minutes or more.
- d) For all shifts of 6 hours or less, Carefirst Care Services LTD will not deduct a break from the temporary workers timesheet.
- e) At your request, we can deduct a 15 minute break for shifts of 6 hours and 15 minutes or more and a total of 30 minutes of break(s) for 8 hour shifts or more. We would need to know this in advance. Upon instruction we will ensure that breaks are automatically deducted from each timesheet regardless of the temporary workers recording.
- f) We are unable to backdate break deductions, these must be pre-agreed for a date in the future and no credits will be given for any shift worked and breaks not deducted.
- f) If the worker does have break deductions, the worker **must** take the unpaid break which is to be fully uninterrupted on all occasions otherwise we have the right to bill and pay for the interrupted break in full.
- g) Our minimum booking period is 4 hours, you can request to book for shorter but you will be billed a minimum of 4 hours

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## 6. ACCOMODATION FOR OVERNIGHT STAFF

- a) If you require the care worker to complete a 'sleep in' assignment, you are required to provide suitable accommodation for the temporary worker to sleep. This means a bed or sofa bed with clean laundry and a washing area.
- b) There must be sufficient privacy and security to enable the care worker to sleep privately and safely.

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## 7. CANCELLATIONS

#### Temporary Healthcare Staffing

- a) If you wish to cancel any booked shifts that have been placed by email or telephone, you must give Carefirst Care Services LTD at least 24 hours' notice in writing. Failure to do so will result in you being charged for the full booking.
- b) If you need to amend a shift to decrease the booked hours of a shift, you may do so. However, if the hours are reduced with less than 24 hours' notice, the original shift length will still be applicable and billed.

#### Permanent Healthcare Staffing

- c) If you directly employ a member of Carefirst Care Services staff, a fee is payable. You should note that you will not qualify for a refund or partial refund should you terminate the worker or if the worker voluntarily leaves through resignation or sickness. This covers all full time, part time and relief positions.

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### 8. OUR HEALTHCARE STAFFING

- a) We will do our best to provide you with continuity in temporary staffing provided to you. This cannot always be guaranteed but we will endeavor to supply continuity where practically possible.
- b) If a temporary worker fails to attend, or if you have a concern about a temporary worker for any reason, please telephone and/or email Carefirst Care Services LTD immediately. We will use all reasonable endeavors to find a suitable replacement as soon as reasonably practical.
- c) We recruit and train our staff to high standards with their suitability and competence at the forefront of our recruitment and induction processes. Should you receive a member of staff from us who is not suitable for your service for whatever reason, you are able to request that they do not return. We will exclude your service to them in future allocations. Hours worked will still be liable for payment and a refund would only be available in a case of gross misconduct.

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### 9. EQUAL OPPORTUNITIES

- a) Carefirst Care Services LTD provide equal opportunities for all temporary workers and customers irrespective of their sex, age, marital status, racial or ethnic origin, physical or mental disability, gender status, sexual preference, religious beliefs or political opinions.
- b) We will not accept any unjustified discriminatory requests.

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### 10. OUR RESPONSIBILITIES

- a) Carefirst Care Services shall use all endeavors to ensure that our temporary staff have the relevant qualifications, authorisations, training, insurance, and competence to provide the services to you.
- b) Carefirst Care Services does not have any liability in relation to death or injury caused by negligence or improper practice of any temporary worker or any trained worker by Carefirst Care Services LTD or associated companies.
- c) Carefirst Care Services does not account for or hold any liability for any indirect or consequential losses in any form.

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### 11. YOUR RESPONSIBILITIES

- a) You agree to always have in place a safe working environment for our staff
- b) You will notify us of any identified risks before we supply our service to you
- c) You will notify us of any risks immediately upon discovery
- d) You will notify us to any change in your regulatory report inclusive of the CQC
- e) All of your risk assessments for your service(s) will be fully up to date
- f) All of the equipment used within your establishment or service(s) is safe to use and within its service date where applicable
- g) You will provide our staff with the correct personal protection equipment to use whilst at work within your establishment or service(s)
- h) You agree to tell us your service specific needs in terms of temporary staff. If your needs change, you are required to notify us
- i) It is vital that you report to us specific contagious conditions, e.g. Covid-19, sickness and diarrhoea, chicken pox and viral infections to protect and safeguard our staff and other service users within other customer services
- j) If you breach any of your obligations under this clause, you agree to indemnify Carefirst Care Services LTD fully against all claims, fines, damages, awards, costs, expenses and any other liabilities arising from any third party claim against Carefirst Care Services LTD as a result of your act or default.

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### 12. FINDING AND TRANSFER FEES

- a) There may be times when your service wishes to employ a member of our staff directly. There are two routes available to you for staff that are currently working for us, and one route for staff that are no longer with us but introduced to you.

Available routes for staff that have been introduced to you:

**Route 1:** Temporary to Permanent

**Route 2:** Straight to Permanent

**Route 3:** Left the business to Permanent

- b) Route 1: Temporary to Permanent

Temporary to permanent is an effective way for a member of staff to transfer over to your direct employment. You will fulfil the workers required hours exclusively at your service location for the agreed number of weeks. You can then pay a fee at the end of the temporary to permanent period to transfer the workers employment to you. Please Note: You must meet the employees required weekly hours.

You will need to write to Carefirst Care Services LTD 7 days before you intend to offer employment to a member of our staff. We will check with our worker as to whether they would wish to consider an employment opportunity with you.

We will then respond to you and set out our temporary to permanent conditions for you to then proceed to offer with our member of the team.

Temporary to permanent placements will always commence from an agreed date in the future. This is never able to be back dated. The placement can be over 12, 8 and 4 week periods and set out as follows:

The Fees

**CAREFIRST**

- 12 Weeks Temp to Perm: £1,500 + VAT
- 08 Weeks Temp to Perm: £2,250 + VAT
- 04 Weeks Temp to Perm: £2,750 + VAT

The fee must be paid prior to the transfer of the member of staff otherwise the transfer period will increase by one week with no maximum until the transfer fee has been paid and received.

These terms stand for full time, part time, relief or bank contracts.

You or the worker can change your mind at any time prior to the transfer date but there is not any refund available for time worked. The above fees are only for care assistants and support workers.

c) Route 2: **Straight to Permanent**

Straight to permanent is a quick recruitment solution but can still limit the transfer of a worker because the worker must offer a 4 week notice period to us. The worker does not have to work in your services during this time as this is not a temporary to permanent arrangement.

The 4 weeks' notice period will start at the point that we receive our staff members resignation, you cannot do this on their behalf and any time cannot be back dated.

The Fee: £3,500 + VAT

These terms stand for full time, part time, relief or bank contracts.

You or the worker can change your mind at any time prior to the transfer date but there is not any refund available for time worked. The above fees are only for care assistants and support workers.

d) Route 3: **Left the business to Permanent**

We have a strict management strategy in place to ensure our services is of the highest standard and reliability for our customers and your end users/service users. Therefore, we sometimes part ways with staff that are not necessarily unsuitable for care, but unsuitable for our agency services.

If the worker voluntarily leaves us or is dismissed by us and pursues employment with our customer before or after parting ways with us, should you engage the worker within 6 months of their employment end, you agree to pay the applicable finding and transfer fee as set out below:

**Staff that voluntarily left Carefirst Care Services but introduced to you**

- Left Carefirst to Permanent within 6 weeks fee due: £4,000
- Left Carefirst to Permanent before 12 weeks fee due: £2,500
- Left Carefirst to Permanent after 13 weeks fee due: £1,500
- Left Carefirst to Permanent after 17 weeks fee due: £0

**Staff dismissed from Carefirst Care Services but introduced to you**

- Dismissed from Carefirst to Permanent before 6 months: £1,500
- Dismissed from Carefirst to Permanent after 6 months: £0

Under the terms of their employment contract, our staff are not permitted to do any additional work for you on a directly private basis. If a member of our staff agrees to do this outside of the services that we have agreed to provide, they would not be covered by our insurance, terms of business and you will be liable to pay the finders and transfer fee of £3,950.

These terms stand for full time, part time, relief or bank contracts.

**13. THIRD PARTY SUPPLY**

a) These terms of business protect Carefirst Care Services should you accept any supply of our workforce or previously engaged worker through a third party or an alternative supplier or competitor.

b) Should one of our workers be supplied to any of your services, through a third party or provider or competitor within a 6 month period, you will be liable to pay the full transfer and finding fee of £3,950. This is per worker and + VAT.

c) These clauses under this heading are there to protect us from our worker(s) being rerouted into your services through a third party or another provider or competitor for any reason including more favorable rates or relationships.

d) These clauses under heading 13 is applicable for a period of 6 months after they were last engaged in any of your services through us. This includes multi-site businesses under the company name, any subsidiary companies or any sister or otherwise associated companies such as associated Directors. If you accept or authorise the use of one or more of our workers through a third party or competitor, you are liable to pay the fee detailed under *Heading 13, Paragraph b* of these terms.

e) To avoid this fee you would need to engage our worker directly through one of the available routes to you in these terms of business under *Heading 12*. Alternatively, you are free to engage other workers through a third party or competitor that have not been introduced to you by us within the last 6 months.

**14. ALTERNATIVE SITES**

a) If one of our workers is introduced to your business at a particular site, but you employ them for another site the transfer and finding fee is still due.

b) Carefirst Care Services introduce our worker(s) to the business, not the specific site. Should you employ one of our workers under the same company or associated companies, subsidiary companies, sister companies or associated directors, you agree to pay the transfer and finding fee in accordance with a route under *Heading 12, Paragraph b* of these terms.

**15. OTHER CAREFIRST STAFF**

Should you seek to engage one of our operational team members, that work at Carefirst Care Services LTD or Carefirst Training Academy LTD you agree to pay a finding fee of 35% of their annual salary. This applies to all branch staff and field staff that are employed by us. This does not include temporary care staff. Temporary staff fall under *Heading 12* of these terms.

**16. FORCE MAJEUR**

a) Carefirst Care Services will use its reasonable endeavors as far as reasonably practical to provide the services booked. Should our obligation to do so be interrupted or interfered with by an event of force majeure, then our obligations will be suspended while the interference or interruption continues.

b) Carefirst Care Services LTD will not be liable to you for any loss you may suffer, or costs incurred by you as a result of that interference or interruption. An event of force majeure means any cause beyond the control of Carefirst Care Services including and without limitation to strikes, lock out or industrial disputes, acts of god, war, riot, terrorism, civil commotion, fire, flood, storm or epidemic.

**17. DATA PROTECTION**

a) Carefirst Care Services will use the information that we receive from you to provide our services that you request from us. We do not sell, trade or rent your personal information to others and we will never disclose your information to third parties, except to fulfill your specific orders for a product, service or information. If a third party delivers the relevant service to you.

b) Carefirst Care Services operate in line with General Data Protection Regulations 2018.

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#### 18. MISCELLANEOUS

a) These terms of business shall govern the contract between the business you are signing on behalf of. This includes any associated companies, subsidiary companies, sister companies or associated directors and Carefirst Care Services LTD. This will then allow us to supply our services to the business.

b) No variation, addition to or modification of these terms of business shall be binding or form part of these terms of business unless previously agreed by Carefirst Care Services LTD in writing.

c) No waiver by Carefirst Care Services LTD or breach of these terms of business shall be considered.

d) It is agreed that for the right purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to and does not give any person who is not a party to this contract any rights to enforce any provisions contained in this contract.

e) These terms of business shall be governed by the laws of the United Kingdom.

f) You agree to submit to the non-exclusive jurisdiction of the respective courts of law.

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#### 19. DISCLOSURE AND BARRING SERVICE (DBS)

a) Carefirst Care Services engage an external professional agency to conduct DBS checks for our staff. All DBS checks for our staff are enhanced Adult and Child Workforce checks. We use the DBS as an integral part of our assessment for the applicant's suitability for positions of trust.

b) Staff already in possession of a DBS certificate are required to put their DBS on the update service. The update service allows us to carry out regular DBS checks on our staff.

c) We comply fully with the DBS code of practice and treat all applicants for positions fairly. We will not discriminate unfairly against any subject of a disclosure based on conviction or other information revealed.

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#### 20. SERVICE LEVEL AGREEMENT (SLA)

a) Carefirst Care Services may offer you a service level agreement. These can be offered when you solely use or solely wish to use Carefirst Care Services LTD exclusively. If you do not have an SLA agreement in place but would like one, please contact your local branch to find out more. SLA agreements benefit from: Preferential Rates, Preferential Service Supply & Reduced Training Academy Rates.

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#### 21. REGISTERED ADDRESS

a) Carefirst Care Services operate from various locations including branches and from time to time working from home. Our registered office is based in Ipswich, Suffolk.

Our Address is:  
Carefirst Care Services LTD  
Delta 8, Delta Terrace  
West Road  
Ransomes Europark  
Ipswich  
IP3 9FH

Company Number is: 08500168  
VAT Number: 227805404

Our email address for Head Office: [ipswich@carefirst.co.uk](mailto:ipswich@carefirst.co.uk)  
Our contact number for Head Office: 01473 353503  
Our website: [www.carefirst.co.uk](http://www.carefirst.co.uk)

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#### 22. ACCEPTANCE AND SIGNATURE

a) These terms of business are acknowledged and accepted by you on behalf of the business you are signing on behalf of. This includes associated companies, subsidiary companies, sister companies or associated directors. You must ensure that you have the authority to sign these terms of business for the supply of temporary staff.

By booking and/or using our services, you **automatically** agree to these terms of business and any subsequently updated terms of business. It is your responsibility to ensure that you have the most up to date versions of our terms of business. These are readily available on our website and through request to your local branch.

You are required electronically or physically to sign and return a copy of these terms of business to Carefirst Care Services LTD. Failure to do so may prevent Carefirst Care Services LTD from supplying staff. Should you fail to sign the terms of business but use our services, you automatically agree to these terms of business and these terms will govern our relationship between Carefirst Care Services and the business you have engaged us to supply staff to and any other associated companies, subsidiary companies, sister companies or associated directors.

|  |                             |
|--|-----------------------------|
| By signing these terms of business, I agree to the terms of business <b>in full</b> from pages 1 – 8 and headings 1 to 22. |                             |
| Legal Company Name of Supplier: <i>(Supplier)</i>  | Carefirst Care Services LTD |
| Legal Company Name: <i>(Client)</i>  |                             |
| Company Registration Number: <i>(Client)</i>   |                             |
| Accounts Payable Email: <i>(Client)</i>  |                             |
| Accounts Payable Phone Number: <i>(Client)</i>   |                             |
| Name of Signatory: <i>(Client)</i>   |                             |
| Your Email Address: <i>(Client)</i>  |                             |
| Your Role <i>(Client)</i>  |                             |

**CAREFIRST**

|                     |  |       |  |
|---------------------|--|-------|--|
| Client Signature:   |  | Date: |  |
| Supplier Signature: |  | Date: |  |