

WELL AND ABLE CARE RECRUITMENT LTD - Terms & Conditions

Last Updated: 15 March 2025

These Terms & Conditions ("T&Cs") govern the relationship between WELL AND ABLE CARE RECRUITMENT LTD ("We," "Us," or "the Agency") and the healthcare provider ("You," "the Client") engaging our services for temporary and/or permanent staffing solutions. By signing the Client Onboarding Form, You agree to be bound by these terms.

1. Definitions

- "Services": The provision of temporary and/or permanent healthcare staff (e.g., nurses, carers, support workers) to the Client.
- "Staff": Individuals supplied by WELL AND ABLE CARE RECRUITMENT LTD to fulfill the Client's staffing needs.
- "Fees": Charges for Services as agreed in the Onboarding Form or subsequent invoices.
- "Client Onboarding Form": The document outlining the specific staffing requirements, agreed-upon fees, and other relevant details, which forms the basis of this agreement.

2. Services

2.1 We will provide Staff based on the specifications outlined in the Client Onboarding Form (e.g., role, duration, location).

2.2 All Staff will have valid DBS checks, relevant qualifications, and eligibility to work in the UK. We will provide a copy of relevant documentation upon request.

2.3 We reserve the right to substitute Staff if necessary, ensuring equivalent qualifications and suitability. If substitution occurs, We will notify You promptly and strive to provide suitable alternatives.

2.4 We will maintain a process for the continuous professional development of Staff to ensure the highest quality of service.

3. Client Responsibilities

3.1 You agree to provide accurate details of your staffing needs and ensure a safe working environment for the Staff. This includes providing necessary training, supervision, and equipment for Staff to perform their duties effectively.

3.2 You will notify Us immediately of any issues with Staff performance or conduct. We expect the Client to follow the proper grievance procedures as per UK employment law and provide clear documentation of any concerns.

3.3 You will comply with all applicable laws, including health and safety regulations, the Equality Act 2010, and any other legal obligations, including those relating to safeguarding vulnerable adults or children.

3.4 You will ensure that all policies, such as workplace health and safety, data protection, and anti-discrimination, are in place and communicated to Staff.

4. Fees and Payment

4.1 Fees for Services will be invoiced as per the billing frequency selected in the Onboarding Form (weekly, fortnightly, or monthly).

4.2 Payment is due within 14 days of invoice issuance unless otherwise agreed in writing.

4.3 Payments will be collected via BACS Direct Debit as authorized in the Onboarding Form. We will notify You 10 working days in advance of any changes to the amount, date, or frequency of collection, per the Direct Debit Guarantee.

4.4 Late payments will incur interest at 4% above the Bank of England base rate, calculated daily. We may also suspend Services until payment is received.

4.5 You agree to reimburse Us for any reasonable costs, including legal or collection fees, incurred due to non-payment or late payment.

5. Cancellation Policy

5.1 For temporary Staff, cancellations require 48 hours' notice. Failure to provide notice may result in a charge equivalent to one shift or agreed rate.

5.2 For permanent placements, if You terminate a Staff member within 12 weeks of their start date without reasonable cause (e.g., misconduct or breach of terms), a pro-rata fee based on the remaining term of the contract may apply.

5.3 We reserve the right to terminate the agreement if any breaches occur, including non-payment or unsafe working conditions.

6. Liability

6.1 We are not liable for Staff performance, conduct, or any losses/damages arising from their actions once placed with You, except as specified under UK employment law.

6.2 Our liability is limited to the total Fees paid by You in the preceding 12 months, except where prohibited by law. We will not be liable for indirect or consequential damages.

6.3 We are not responsible for Staff after they enter into a direct employment contract with You.

6.4 You agree to indemnify Us against any claims, damages, losses, or expenses arising from Your actions or omissions in relation to the use of Staff.

7. Data Protection

7.1 All personal data provided by You or relating to Staff will be processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

7.2 We will use Your data to provide Services, process payments, and comply with legal obligations. Our Privacy Policy (available at wellandablecare.com/privacy) provides further details.

7.3 Both parties agree to implement appropriate security measures to protect the confidentiality and integrity of personal data.

8. Confidentiality

8.1 Both parties agree to keep confidential any sensitive information shared during the engagement (e.g., Staff details, business operations), except where required by law or as otherwise agreed.

8.2 Confidentiality obligations will remain in effect after the termination of this agreement for a period of 5 years.

9. Termination

9.1 Either party may terminate this agreement with 14 days' written notice, unless terminated earlier due to breach of these T&Cs.

9.2 Upon termination, You remain liable for Fees owed for Services already provided.

9.3 We reserve the right to suspend or terminate the provision of Services without notice in cases of immediate breach of the terms by the Client (e.g., non-payment, unsafe working conditions, unlawful conduct).

10. Force Majeure

10.1 We are not liable for delays or failure to provide Services due to events beyond our control (e.g., natural disasters, government restrictions, pandemics, civil unrest, or strikes).

10.2 In the event of a force majeure occurrence, We will notify You as soon as possible, and both parties will work together to determine the best course of action.

11. Governing Law

11.1 This agreement is governed by the laws of England and Wales, and disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

11.2 In the event of any dispute, the parties agree to attempt resolution through mediation or other alternative dispute resolution methods before pursuing legal action.

12. Amendments

12.1 We may update these T&Cs from time to time. You will be notified of significant changes via email or on our website (wellandablecare.com/terms).

12.2 Any amendments will take effect 14 days from the notification date unless otherwise agreed.

Acceptance

By signing the Client Onboarding Form, You acknowledge that You have read, understood, and agree to these Terms & Conditions.