

Nightingales

H O M E C A R E



Care Home Services

181 Padgate Lane
Warrington
Cheshire
WA1 3SW

Tel: 01925 652800
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www.nightingaleswarrington.co.uk

Company Registration Number: 5153902



Nightingales Warrington has over 18 years experience in supplying care staff to the communities of Warrington and surrounding areas. With over 60 staff and 250 clients we are one of Cheshire's leading agencies.

No matter what aspect of caring within the community you are involved with Nightingales can assist you.

Please look through this booklet and see that we not only provide highly qualified care staff, but quality training and supplementary services which can generate revenue streams for your business.

If you would like to discuss how we can work with you please do not hesitate to contact Alison Emery (Registered Manager) alisonemery@nightingaleswarrington.co.uk or Marvin Baker marvinbaker@nightingaleswarrington.co.uk (Operations Manager) via email or phone 01925 652800.



Nightingales Care Home Services

[Bank staff](#) [Training](#) [Hair Dressing](#) [Podiatry](#) [Eye Tests](#)

Bank Staff

- Do you run a Care Home in Warrington?
- Do you sometimes require bank staff on an ad hoc basis?
- Do you want to pick up the phone and arrange highly qualified Care Staff to cover sickness and holidays?

We can provide professional fully trained staff at short notice.

All our staff:

- Work full time in care
- Live in the Warrington area
- Hold Enhanced CRB checks
- Have own transport
- Are Fully trained
 - Moving and Handling
 - Emergency First Aid(at work)
 - Food Safety
 - Medication
 - Equality and Diversity
 - Adult Protection
 - Fire Safety
 - Skills for Care

Prices

*Our standard rate is only **£11.90** (inclusive) with **no minimum number of hours**.*

Nightingales Care Home Services

Bank staff Training Hair Dressing Podiatry Eye Tests

Training

- Do you need to train new Care staff?
- Do the Council's courses not always coincide with your needs?
- Would you like a local training centre to train your new Carers at a reasonable rate?

Nightingales Home Care is an Approved HABC Centre and our trainers hold a variety of training qualifications, including PGSE and CertEd as well as having on the job care experience.

We provide full training in each of the following:



Approved HABC Centre

	Duration	Certified	Price
Moving Manual and Handling	6 Hours	Optional	£ 25.00/£ 45.00
Emergency First Aid (at work)	6 Hours	Yes	£ 60.00
Food Safety	6 Hours	Yes	£ 60.00
Medication	3 Hours	No	£ 25.00
Equality & Diversity	3 Hours	No	£ 25.00
Adult Protection	3 Hours	No	£ 25.00
Fire Safety	3 Hours	Optional	£ 25.00
Skills for Care	3 days	CIS Sign Off	£ 150.00
Nutrition	6 Hours	Yes	£ 60.00
Risk assessment (level 2)	6 Hours	Yes	£ 60.00
Dementia	72 Hours	Yes	£ 120.00
COSHH	3 Hours	Yes	£ 45.00
Health & Safety Level 1	4 Hours	Yes	£ 60.00

Subject to your NMDS eligibility you may be able to claim the full cost of some of our courses, including backfill. Please contact our training department for more details.



Nightingales Care Home Services

Bank staff Training Hair Dressing Podiatry Eye Tests

Hair Dressing

- Do your residents need a reliable professional hair dresser?
- Would you like to generate an extra revenue whilst providing added services?
- Do you want to pick up the phone and arrange highly qualified Care Staff to cover sickness and holidays?

Nightingales Mobile, the unique hair dressing service offering professional, salon quality styling in the comfort of your own home.

More and more people are enjoying the benefits of mobile hairdressing. Nightingales Mobile works with people whose lives are too busy to spend regular time visiting salons or spa's or who simply prefer to relax with professional styling and treatments in the comfort of their own home.

All our mobile hairdressers have current, enhanced CRB checks, and what's more we will give you a small share of the revenue we generate as a gesture of goodwill towards your home.



Nightingales Care Home Services

Bank staff Training Hair Dressing Podiatry Eye Tests

Podiatry/Chiropody

- Do your residents need a reliable professional hair dresser?
- Would you like to generate an extra revenue whilst providing added services?
- Do you want to pick up the phone and arrange highly qualified Care Staff to cover sickness and holidays?

Nightingales can provide your care home with a fully qualified Podiatrist/Chiropodist to look after the needs of your residents.

Our Podiatrist is:

- Fully qualified
- Registered with HPC and The Society of Chiropodists and Podiatrists
- Enhanced CRB checked



The Society of
Chiropodists
and Podiatrists

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Nightingales Care Home Services

Bank staff Training Hair Dressing Podiatry Eye Tests

Free NHS Eye tests

- Do your residents need regular eye tests?
- Would your residents benefit from a fully qualified optician providing free eye tests?

Nightingales can provide your care home with a fully qualified NHS optician who will visit your property and offer Free eye tests to all your clients who are unable to attend a high street optician.

All glasses are professionally fitted and come with free aftercare to ensure your residents vision is given the highest degree of attention.

Our Optician is:

- Fully qualified
- Registered with The College of Optometrists, General Optical Council and the Association of Optometrists



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Bank Staff Terms and Conditions

1. General

1.1. These terms govern the supply of Temporary Workers to the Hirer (otherwise referred to as “you”, “your” or “Client” in these terms) by Nightingales UK Limited (otherwise referred to as “we”, “us”, “our”, or “Agency” in these terms) to cover the temporary staffing requirements of the Hirer.

1.2. “Hirer” means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom a Agency Worker is introduced or supplied by the Agency.

1.3. “Temporary Worker” means any individual assigned by the Employment Business to perform services to the Hirer.

1.4. “Assignment” means the period during which the Agency Worker is supplied to the Hirer to render services.

1.5. “AWR” means the Agency Workers Regulations 2010 or the Agency Workers Regulations (Northern Ireland) 2011 as amended from time to time.

1.6. Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. A reference to a person includes an individual, company, corporation, firm or partnership.

1.7. These terms shall be governed by and be construed in accordance with the laws of England, Wales Scotland or Northern Ireland as relevant to the location where the services are supplied by us and you submit with us to the relevant jurisdiction being applicable in relation to any claims or matter arising out of these terms.

2. The Contract

2.1. These terms (together with any express terms set out in any proposal or quote made by us, or in any documentation relating only to this agreement constitute the entire agreement between the Agency and the Client and supersede any previous agreement or understanding.

2.2. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

2.3. These Terms are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of the Temporary Worker, or passing of any information by the Client to any internal or external 3rd party for the supply of the Temporary Worker following an introduction and shall continue

until terminated in accordance with the terms outlined in clause 9.

2.4. These terms apply to all such services referred to in clause 1, to the exclusion of any other term purported to be relied upon by you.

2.5. We are entitled to assume and not required by you to seek authority of confirmation that any employee or agent of yours has the authority to contractually bind you (unless you provide written notice in advance to the contrary)

2.6. We act as an Employment Business as defined by the Employment Agencies Act 1973 or the Employment (Miscellaneous Provisions)(Northern Ireland) Order 1981 (as amended). when introducing or supplying Temporary Workers on Assignment to you.

2.7. Unless we expressly inform you otherwise, all Temporary Workers supplied by us shall be engaged under a Contract of Employment as Mobile Workers and are placed with you to carry out Assignments covering various duties for a temporary period (an “Assignment”). You accept the use of our Contract of Employment, which gives Temporary Workers the status of employees of the Agency.

2.8. Notwithstanding clause 2.7 we are under no obligation to you to exercise supervision, control or direction over the manner, time and place in which Temporary Workers carry out their specific work duties whilst on assignment for you. Furthermore you accept that whilst on your premises or any other site during assignment for you, you are responsible for the immediate supervision, direction and control of Temporary Workers and will exercise such responsibility appropriately and in accordance with the law.

3. Operative Provisions

3.1. You will provide us prior to the commencement of the Assignment with any specific requirements a Temporary Worker must fulfil, including but not limited to: all specified selection criteria and where appropriate health and medical screening (compliant with, but not limited to the Disability Discrimination 1995 Act (as amended) and the Equality Act 2010); any other assessments required together with the pass standard to be achieved.

3.2. Where you have provided no information as per clause 3.1, you are deemed to agree that our standard registration process at the time of registering a Temporary Worker meets all your requirements and expectations.

3.3. In respect of each Assignment (whether on a collective or individual basis as appropriate), you shall provide to us in

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writing all information required to enable us to comply with our obligations under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) (“the Regulations”). Where no information is provided by you, you are deemed to agree that no conditions exist that requires notification under the Regulations.

3.4. Unless otherwise specified or necessary under the Regulations you confirm that you do not require references to be sought and obtained in relation to Temporary Workers.

3.5. Where references are requested by you we will use all reasonable endeavours to obtain such references on Temporary Workers; however we cannot and will not be held responsible for the accuracy of such references.

3.6. You agree to comply with all relevant legislation in respect of any involvement you have in the recruitment, selection and management of Temporary Workers.

3.7. The Agency shall use its reasonable endeavours to ensure all Temporary Workers meet the eligibility to work criteria contained within the Asylum and Immigration Act 1996(as amended). The client agrees to remain responsible and hold the Agency harmless for ensuring that Temporary Workers meet all other legal requirements and any specified selection criteria, including in the case of drivers, a valid and appropriate driving licence and appropriate levels of experience.

3.8. You agree to hold, inter alia any necessary licences, insurances, permits and consents for any work a Temporary Worker supplied by us is required to do and in relation to the place where that work is to be carried out. You agree to indemnify and keep indemnified the Agency for your failure to maintain or hold such.

3.9. You must not request, permit or condone any Temporary Worker supplied by us to do anything that is or might be contrary to the Working Time Regulations 1998 (as amended) (“the WTR”) or which may breach their Home Office Visa restrictions, where applicable.

3.10. You must notify us in writing immediately if the hours worked by any Temporary Worker supplied by us have changed from those originally agreed with us.

3.11. You will ensure that all insurances including, but not limited to, Employers Liability, Public Liability and Drivers Negligence Insurance. required by you in respect of Temporary Workers are in place and remain in place for a period of six years after termination of this agreement.

3.12. We shall not be liable to you, other than in the conditions laid out in clause 4.5 for any loss, injury, damage, expense or delay incurred or suffered by you or any 3rd party arising

directly or indirectly from the supply or lack of supply of a Temporary Worker, in particular, but without limitation to: the failure of the Temporary Worker to meet your requirements for all or any of the purposes for which he/she is required by you; any act or omission of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and any loss, injury, damage, expense or delay incurred or suffered by a Temporary Worker. Any claim against us and any liability in whatsoever circumstances shall be strictly limited to direct losses only and on no account will include indirect or consequential losses. We do however agree to be responsible for negligent acts, errors or omissions of our Temporary Workers, in assignments expressly agreed by us for which we are legally liable. Liability will be subject to a limitation of £2,000,000 in respect of damages resulting from any claim for breach of duty by us. All sums for which we will become legally liable to pay in respect of accidental third party property damage are subject to a maximum liability of £5,000,000.

3.13. You agree to comply with all duties imposed on you by the Regulations, The Working Time Regulations 1998, the Agency Workers Regulations 2010 and the Health & Safety at Work Act 1974 and all regulations and orders made under that Act including The Management of Health and Safety at Work Regulations 1992 (as amended) referring specifically to Temporary Workers.

3.14. To enable us to satisfy our obligations under the AWR you shall provide to us the following information regarding each role you require us to supply Temporary Workers to fill as soon as possible and certainly before any Assignment begins (and will notify us of any changes thereto before such change occurs or where this is not possible immediately after such change occurs during any engagement of a Temporary Worker):

3.14.1. written details of whether or not the Temporary Worker to be supplied by the Agency has since the 1st October 2011, worked for you or any hirer connected to you (as defined in Regulation 9(6) of the AWR) via another employment business or “temporary work agency” (as defined in the AWR) or third party and including details of when and in what role(s) for any such work undertaken in the calendar year prior to the expected start date of the most recent Assignment;

3.14.2. written details of any and all comparable employees (as defined by Regulation 5(4) of the AWR) of the Temporary Worker, including all their basic working and employment conditions (as defined by Regulation 5(2) and Regulation 6 of the AWR), or where no comparable employee is identified, details of all the basic working and employment conditions (as defined by Regulation 5 (2) and Regulation 6 of the AWR) that the Temporary Worker would be provided with had they been recruited directly by you. Such details shall include provision of copies of the written sources of such basic working and

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employment conditions where this exists and a written explanation of the basis on which the Hirer considers that the comparable employee, role or information provided is appropriate to meet the obligations under Regulation 5 and Regulation 6 of the AWR;

3.15. You shall for the purposes of providing the Temporary Worker with any basic working and employment conditions (as defined by Regulation 5 (2) and Regulation 6 of the AWR) which are related to performance provide to us your full assistance, including the agreement of a process for the assessment of the Temporary Worker's performance which is at least in line with the timescales in which the Temporary Worker would have been assessed if directly recruited by you, and to carry out such assessments in line with the agreed process.

3.16. You warrant that the information provided to us pursuant to clause 3.14 shall be true and accurate in all material respects and that you will, during the term of any relevant Assignment, immediately inform us in writing of any subsequent change in any information or documentation provided in accordance with clause 3.14.

3.17. You will comply with your obligations under the Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and Regulation 13 (Rights of agency workers in relation to access to employment) of the AWR.

3.18. You shall comply with your obligations under the AWR and will provide any and all information which we may require to enable us to discharge our obligations under the AWR. In particular you shall notify us with immediate effect of any and all requests made by a Temporary Worker pursuant to Regulation 16 (Right to receive information) of the AWR and will provide copies of the same to us. You shall also provide any information requested by us to assist us in complying with our obligations pursuant to Regulation 16 of the AWR as soon as possible but no later than 7 calendar days from the day on which any such complaint or request is received by you.

3.19. You warrant that you shall not structure Assignments for any Temporary Worker in a manner which would mean that the most likely explanation for the structure of the Assignments is that you or one or more hirers connected with your business (as defined by Regulation 9(6) of the AWR) intended to prevent the Temporary Worker from being entitled to, or from continuing to be entitled to, the rights conferred on the Temporary Worker by Regulation 5 of the AWR.

3.20. You shall indemnify us against all and any claims made by any Temporary Worker supplied to you arising from or relating to a breach of Regulation 12 or Regulation 13 of the AWR; and/or Regulation 5 or Regulation 9 of the AWR to the extent

that breach is due to your fault or negligence, including but not limited to your obligations as set out within these terms.

3.21. We shall use our reasonable endeavours to procure that the Temporary Worker uses reasonable endeavours to limit the amount of time that they are absent from an Assignment due to an authorised ante-natal appointment. Temporary Workers are entitled to paid time off to attend ante-natal appointments, and such appointments shall be authorised by us where the Temporary Worker provides evidence of the appointment in the form of a certificate from a registered medical practitioner, registered midwife, or registered nurse stating that the Temporary Worker is pregnant, and an appointment card or some other document showing that the appointment has been made.

3.22. Where you require us, and it has been agreed that the Temporary Workers supplied shall be employed under a contract of employment pursuant to Regulation 10 of the AWR, the following terms shall apply:

3.22.1. the Agency and the Client shall agree the maximum number of Temporary Workers to be employed and supplied in line with Regulation 10 of the AWR;

3.22.2. the Client accepts that the Agency shall retain sole control over which Temporary Workers are to be supplied by the Agency to the Client, and the allocation of hours to be worked by each Temporary Worker;

3.22.3. the Client guarantees to provide the Agency with a minimum of 7 hours work each week for the Agency Workers it has agreed pursuant to clause 3.22.1 are to be employed and supplied under a contract of employment pursuant to Regulation 10 of the AWR;

3.22.4. except where a Temporary Worker has committed an act of gross misconduct, the Client agrees that it shall not request the immediate removal of a Temporary Worker from an Assignment and shall give the Agency the opportunity to deal with performance and / or conduct issues via the Agency's disciplinary procedure, or such other procedure as agreed between the Client and the Agency.

3.23. You will be responsible for immediately informing us of any accident involving any Temporary Worker supplied by us to you, and for instigating any accident investigation including but not limited to, the completion of an Accident Investigation report, form F2508's (if required) and liaising with the relevant statutory body. You agree to provide to us with any information relating to any such investigation in order for us to comply with our legal obligations under the relevant health and safety legislation as the employer of the Temporary Worker.



3.24. You will provide us with all relevant health and safety information, based on your own workplace risk assessments which you require us to provide to Temporary Workers in order to meet any health and safety obligations. You shall also permit us access to your premises and any other documentation required by us in order for us to comply with any health and safety obligation or other statute imposed upon us.

3.25. You agree to undertake and provide at your own cost the appropriate induction to all newly supplied Temporary Workers. This should include the relevant health and safety training required to complete the assignment to a satisfactory level. You are advised to obtain a signature from the Temporary Worker on completion of training for recording purposes.

3.26. You agree not to use a Temporary Worker in any position or role which has not been expressly agreed by us and will indemnify and keep indemnified the Agency against all and any claims howsoever arising from your failure to comply with this clause 3.17.

3.27. In the event that a Temporary Worker disobeys your site rules, safety regulations, acts or performs their duties generally in a manner which is unsatisfactory to you, you will notify us immediately so as the matter can be appropriately dealt with by us.

3.28. You shall indemnify, keep indemnified and hold harmless the Agency against any costs, claims or liabilities incurred by us arising out of any Assignment or arising out of any non-compliance with and/or as a result of any breach whether wilful or not of these terms by you.

4. Charges for the Supply of Temporary Workers

4.1. The charge for the supply by us of any Temporary Worker to you is based on 15-minute units of time, for which a Temporary Worker is supplied and shall be at such rate as advised to you at the time of booking. For the avoidance of doubt, duration of supply will be rounded up to the nearest 15-minute unit. Such charges vary according to the category and grade of the relevant Temporary Worker and largely comprise the sum of (i) the Temporary Worker's pay; (ii) accrued holiday pay; (iii) an element for our commission and (iv) Employers National Insurance contributions. All charges are subject to VAT at the applicable rate.

4.2. The charges agreed between the Client and the Agency shall include other amounts to which the Temporary Worker is entitled under the AWR, where applicable (including (a) amounts in relation to clause 3.21, (b) pay for the duration of an Assignment terminated for health and safety reasons relating to an Agency Worker's pregnancy in circumstances where the Employment Business is unable to offer the Agency

Worker a suitable alternative Assignment, pursuant to sections 68A, 68B, 68C, and 70A of the Employment Rights Act 1996; and (c) where you require us to employ Temporary Workers under a contract of employment pursuant to Regulation 10 of the AWR and you have not complied with your obligations under clause 3.22, an amount to cover any period of time during which the Temporary Worker is available for work but is not required to carry out an Assignment with you, during which period we will be obliged to continue to pay the Temporary Worker).

4.3. We reserve the right to increase the charge for the supply of any Temporary Worker by written notice to you, to reflect any increase in payments made or to be made by us in respect of such worker, which is due to any change to any applicable legislation (such as in relation to the prevailing rates of national minimum wage, national insurance contributions, holiday pay or VAT).

4.4. We will be responsible for any deductions from any Temporary Worker's in respect of tax and national insurance contributions or otherwise. No payment or deduction of any sort must be made or taken by you to or from a Temporary Worker.

4.5. You shall countersign a completed timesheet in such form as we require for each week showing a true record of the hours worked by the relevant Temporary Worker in that week. If you fail to sign any required timesheet, the relevant Temporary Worker's own record of hours worked will be deemed accepted by you and you will be charged on that basis. If you require copies of any timesheets, we will make an additional charge payable in advance of delivery for any such copy timesheets requested at the rate of £0.50 per sheet, subject to a minimum charge for each supply of £5.00.

4.6. If you have reasonable cause to complain that the services of a Temporary Worker whose supply was arranged by us are unsatisfactory, you should discontinue using his/her services and notify us immediately. No charge will be made in respect of the supply of that Temporary Worker provided that you supply evidence satisfactory to us as to such a complaint and that you have terminated the relevant Temporary Worker's Assignment, with us within two hours of its start or (if the Assignment is for more than 12 hours in any week) before the end of the first day of the Assignment.

5. Transfer Fees

5.1. The Client shall be liable to pay a transfer fee, calculated on the table below if subsequent to our arranging the supply or introduction to you of any Temporary Worker (and in the latter case within 6 months of such introduction by us, in the absence of any subsequent supply) you agree to engage or to make use

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of that Temporary Worker in any capacity (whether temporary or permanent, whether directly or indirectly and whether as an employee or self-employed person or otherwise) except directly through us on these terms or you or a member of your staff refer that Temporary Worker in any capacity to some other person or body and that person or body engages or makes use of that Temporary Worker in any capacity. You undertake to notify us as soon as applicable if any of the events mentioned above in this section 5.1 occur:

Total gross annual remuneration Fee (as % of remuneration)

0 - £14,999	15
£15,000 - £19,999	20
£20,000 - £24,999	25
£25,000 or More	30

5.2. The above fee is calculated as percentage of the relevant Temporary Worker's total gross annual basic salary plus any and all emoluments, (a notional amount of £3,000.00 will be applied when a company car is offered as part of a package).

5.3. If the relevant engagement is intended to last for less than one year then the relevant fee outlined in clause 5.1 shall be pro-rated at a rate of 1/52 for every week the engagement is expected to last.

5.4. Where the actual salary package is not known we will charge an transfer fee in accordance with clause 5.1. based on its determination of the salary package taking into account the market rate level of remuneration applicable for the position in which the Temporary Worker has been engaged and with regard to any information supplied to us by you and/or comparable positions in the market generally.

Your obligation to pay a fee pursuant to clause 5.1 above in circumstances in which you have either engaged a Temporary Worker previously supplied to you by us or you have referred a Temporary Worker to a third party (in either case a "transfer") shall only arise when such transfer takes place within the later of (a) 14 weeks of the start of the first Assignment in which the relevant Temporary Worker was supplied to you by us or (b) 8 weeks of the end of any Assignment in which the relevant Temporary Worker was supplied to you by us. (For the purposes of (a) where there has been a break of more than 42 days between Assignments, any later Assignment(s) will be treated as being the first Assignment from the start of which the relevant 14 week period will run).

5.5. No refund or rebate of the Transfer Fee will be paid in the event that the permanent engagement subsequently terminates.

5.6. In circumstances when you have engaged a Temporary Worker previously introduced or supplied to you by us, giving rise to payment of a fee pursuant to clause 5.1 above, you may elect as an alternative to payment of such a fee to choose to have the relevant Temporary Worker supplied to you on the terms otherwise set out in these terms for an extended period of 26 weeks, or as otherwise agreed between us, and at the end of which period the Temporary Worker will transfer to you without charge. In terms of calculating the appropriate fee under paragraph 5.1 above, if the subsequent engagement or employment of the worker by you is on a temporary basis the fee payable shall be 200 times the hourly rate last charged to you by us in respect of the supply of such Temporary Worker or (if that Temporary Worker has not been previously supplied to you) 200 times our standard hourly rate for that category and grade of Temporary Worker according to our scale of charges current at the time.

6. Invoicing & Payment

6.1. Our invoices are due for payment within 14 days of the invoice date (known as our "standard payment term") unless otherwise agreed in writing by an authorised representative of the Agency.

6.2. You accept that should our agreed payment terms be breached by you that any refund, rebate structure or any preferential payment term agreed will be null and void and that our standard payment term of 14 days from date of invoice will apply to all and any monies owed forthwith until termination of this contract as outlined in clause 9.

6.3. We reserve the right in respect of any invoice not paid by its due date to charge interest (without prior notification) at the statutory rate prescribed from time to time for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 and in addition to levy a charge which is equivalent to the statutory late payment compensation payable under Section 5A of that Act.

6.4. All payments must be made by you without any deductions, set-off or counterclaim and time shall be of the essence of the contract between us in respect of each of your payment obligations under these terms.

6.5. We reserve the right to cease providing our services to you and to suspend or withdraw the supply to you of any Temporary Worker, under any contract express or implied between us, without any liability to you if any agreed terms contained herein are breached by you, or any payment is not made by you in accordance with these terms, or if any payment made by you by cheque or direct debit is dishonoured, or in the event of your insolvency or bankruptcy, or in the event that your credit limit arranged with us is exceeded by you, without



prejudice to any other right or remedy which we may have. In any such event all amounts outstanding from you shall become immediately due and payable.

6.6. Notwithstanding clause 6.5. should any cheque submitted by you for payment of any invoice due to us be subsequently dishonoured you agree to cover the additional charge of £4.50 per cheque which will be in addition to your invoice amount due.

6.7. Any query regarding any invoice from us must be notified in writing to us within 14 days of the invoice date. Any query made after the expiry of such time limit shall not be considered by us and the amount stated on the invoice shall be payable in full. Any element of the relevant invoice which is not in dispute shall be payable by the due date for payment of the invoice. Interest shall accrue on any disputed amount in accordance with the interest provisions set out above to the extent that your query regarding the invoice amount is not accepted by us. Queried or disputed invoices shall not justify the non-payment or late payment of other invoices. For the avoidance of doubt your payment obligations hereunder are not subject to the provision of timesheets with the relevant invoice.

6.8. Any rebate or refund in respect of a cancelled or amended (whether as to time or grade or otherwise) booking of a Temporary Worker shall be at our sole and absolute discretion.

6.9. You agree that if you are required to operate a Purchase Order system then the relevant purchase order number is written on the timesheet at the time that the timesheet is signed. We do not accept any liability for obtaining a Purchase Order Number ("PO"). You may not hold up payment should no PO number be submitted.

6.10. We reserve the right to use credit reference agencies to assess your creditworthiness as a customer to us.

7. Miscellaneous

7.1. Save for clause 5.1 and 6.1 No variation of these terms are valid or binding unless approved in writing by an Agency Director

7.2. Any notice required or permitted to be given by either party to the other under these terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice (and may for the avoidance of doubt be given by facsimile).

7.3. No failure or delay by either party in exercising any of its rights under the contract between the parties shall be deemed

to be a waiver of that right, and no waiver by either party of any breach of the contract between the parties shall be considered as a waiver of any subsequent breach of the same or any other provision.

8. Severability

8.1. If any of the provisions of these terms shall be determined by a competent authority to be invalid or unenforceable in whole or in part, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws of England and Wales.

9. Termination

9.1. The Agency may terminate these Terms, without liability to the Client, if the Client is in material breach of any of the terms of this Agreement.

9.2. Notwithstanding any minimum term the Client or Agency may terminate this Agreement, at any time by giving three months' prior written notice to the other party of its intention to end this Agreement

9.3. The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued due prior to termination.

9.4. The provisions in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10. Additional Terms relating to the Supply of Temporary Drivers (including fork lift operators)

10.1. You accept it is your sole responsibility to ensure all vehicles are adequately maintained, insured and safe for used by our Temporary Workers

10.2. You accept, notwithstanding clause 3.17. that you will ensure a Temporary Worker has the sufficient training, licences and experience to operate the category of vehicle required by you prior to a driving assignment and that you are satisfied of a Temporary Workers competency prior to use.

10.3. You will ensure that all records of hours worked, driving hours, Tachographs and periods of availability as required under the WTD are accurately monitored and maintained and that accurate records are maintained as to a temporary workers vehicle usage, being made available to us immediately upon our request.

10.4. You accept that under no circumstances are our Temporary Workers permitted to store or use for personal

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benefit your vehicles and that you will agree not to condone such.

11. Special Terms & Suitability Checks

11.1. Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work an Assignment that involves working with, caring for or attending one or more Vulnerable Persons the Agency will take all reasonably practicable steps to obtain and offer to provide copies to the you of:

11.1.1. any relevant Qualification and authorisations of the Temporary Worker and;

11.1.2. current CRB reference number and;

11.1.3. such other reasonably practicable steps as are required to confirm that the Temporary Worker is suitable for the Assignment.

11.2. You agree to advise us at the time of instructing the supply of a Temporary Worker to you whether during the

course of the Assignment, the Temporary Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 [or equivalent legislation in Scotland or Northern Ireland.

11.3. You agree to assist us by providing any information required to allow us to comply with our statutory obligations under the Safeguarding Vulnerable Groups Act 2006 (or equivalent legislation in Scotland or Northern Ireland). In the event that you remove a Temporary Worker supplied to you from an Assignment in circumstances which would require us to provide information to the Independent Safeguarding Authority (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 (or equivalent legislation in Scotland or Northern Ireland), you will provide sufficient information to us to allow us to discharge our statutory obligations.

Revised: 26th October 2012

Company _____

Name _____

Position _____

Signed _____

Date _____