



ACORN HEALTHCARE

NURSING & CARE AGENCY

NEW ACCOUNT REGISTRATION FORM

Registered Company Name:	
Company Trading Name:	
Invoice Address:	Setting / Site Address (if different)
Company Registration Number:	
VAT Registration Number:	
Account Contact Name:	
Account Telephone Number:	
Account Email Address:	
Name of Authorised Signature:	
Signature (By signing this form you agree to the Terms of Business of Acorn Healthcare Agency)	
Print Name:	
Date Signed:	

Acorn Healthcare (SW) Ltd, Office 310 Plymouth Science Park, 1 Davy Road, Plymouth PL6 8BX
Telephone: 07900 781477 Email: acornnursingandcare@gmail.com
Registered in England: 14275561
www.acornnursingandcare.co.uk

ACORN HEALTHCARE

NURSING & CARE AGENCY

TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY SUPPORT WORKERS

1. These Terms and Conditions of Business are between Acorn Healthcare (SW) Limited, Nursing & Care Agency, **Trading as an Employment Business** and/or any subsidiaries or associates hereinafter called **EMPLOYMENT BUSINESS** and the Hirer hiring the Temporary Worker hereinafter called the **CLIENT**.
1. These Terms and Conditions are deemed to be accepted by the CLIENT by virtue of an interview or the engagement (which term includes employment or use, whether under a Contract of Service or for Services) of a temporary worker (hereinafter called a **TEMPORARY WORKER**) introduced by the EMPLOYMENT BUSINESS.
2. The CLIENT agrees to pay the Charge Rate(s) (plus VAT if applicable) of the EMPLOYMENT BUSINESS advised at the time of the booking. The CLIENT agrees to verify and sign the TEMPORARY WORKERS (supplied by the Employment Business) Time Sheets each week where a TEMPORARY WORKER has worked for the CLIENT. Signature of such time sheet by the CLIENT constitutes acceptance that the Temporary Worker's services have been provided for the hours indicated on the time sheets and that such services were satisfactory. Failure to sign the time sheet does not alter the CLIENTS liability to pay for hours worked. Travelling, hotel, or other expenses as may be agreed shall be itemised on the Employment Business's invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis or day rate, per day (or an agreed minimum day rate). If applicable, Value Added Tax shall be charged in addition.
3. The EMPLOYMENT BUSINESS, upon receipt of time sheets, pays its Temporary Workers on a weekly basis. The Charges are Invoiced to the CLIENT on a weekly basis where they have used the services of the EMPLOYMENT BUSINESS. All Invoices issued to the CLIENT must be paid in full. **PAYMENT IS DUE 30 DAYS FROM DATE OF INVOICE.**
4. Hours or part thereof worked, excluding lunch hours, in excess of eight hours per day will be charged and paid at the agreed multiples of the basic rate Monday to Friday unless alternative arrangements have been agreed in advance.
5. Hours or part thereof worked, excluding lunch hours, on Saturdays, Sundays, Bank Holidays and other public holidays will be charged at the agreed multiplier of the basic charge rate.
6. **The EMPLOYMENT BUSINESS reserves the right to charge interest of 4% over Bank Base Rate prevailing at the time on late payment of Invoices and the CLIENT will accept this charge for payment on receipt of Invoice.**
7. The EMPLOYMENT BUSINESS will endeavour to provide a TEMPORARY WORKER for the period of a booking, but this cannot be guaranteed whether for all or any part of the period. The CLIENT accepts that no liability attaches to the EMPLOYMENT BUSINESS for not supplying a worker for part or the whole of the period of a booking.
8. The EMPLOYMENT BUSINESS assumes responsibility for payment of wages, deduction and payment of all statutory contributions in respect of Earnings Related insurance and the administration of schedule E (PAYE) applicable to the Temporary Workers as required by law.
9. **Where a CLIENT wishes to take a Temporary Worker for a Permanent Position on a Temp to Perm basis the period of hire, through the EMPLOYMENT BUSINESS, will be over a 13-week period. At the end of this 13-week period the Temporary Worker will transfer to the Client as a Permanent employee and no Transfer Fee will be charged. In the event of a Direct Engagement after less than the 13 week Temp to Perm period or use of a TEMPORARY WORKER introduced to the CLIENT by the EMPLOYMENT BUSINESS or a former TEMPORARY WORKER introduced by the EMPLOYMENT BUSINESS to the CLIENT, whether for a definite or indefinite period, or the introduction of such TEMPORARY WORKER to other employers or another employment business with a resulting engagement by the CLIENT renders the CLIENT subject to the payment of an Introduction Fee of £850.00 provided that the engagement takes place within a period of 6 months from the termination of any temporary assignment. No refund is given for such placements where the ability of the worker is already proven. VAT is payable in addition to any fee due.**
10. Whilst every effort is made by the EMPLOYMENT BUSINESS to give satisfaction to the CLIENT by ensuring reasonable standards of skill, integrity and reliability from workers and further to provide them in accordance with booking details, no liability (by reason of the human element) will be accepted by the EMPLOYMENT BUSINESS for any loss, expense, damage or delay arising from any failure to provide any particular Temporary worker for all or part of the period of the booking or negligence, dishonesty, misconduct or lack of skill of the Temporary Worker provided.
11. Without prejudice to the Terms and Conditions herein stated the CLIENT undertakes to always indemnify and to keep indemnified the EMPLOYMENT BUSINESS against any costs, claims and liabilities suffered or incurred by the employment business arising out of use or engagement of Temporary Workers supplied to the CLIENT.
12. The CLIENT undertakes to supervise the Temporary Worker(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship, but if the services of a worker prove to be unsatisfactory, the EMPLOYMENT BUSINESS may reduce or cancel the charge for the time worked by that Temporary Worker provided the Temporary Worker leaves the assignment immediately and that notification (which must be confirmed in writing within 5 days) is received either: Within 4 hours of the worker commencing duties where the booking is for more than 6 hours OR within 2 hours for bookings of 6 hours or less.
13. Temporary workers provided by the EMPLOYMENT BUSINESS are provided under contracts for services. They are not direct employees of the EMPLOYMENT BUSINESS but are deemed to be under the direction and control of the CLIENT from the time the TEMPORARY WORKER reports to take up duties and for the duration of the assignment and the CLIENT agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the worker were on the payroll of the CLIENT and the CLIENT will in all respects comply with all statutes byelaws and legal requirements to which the client is ordinarily subject to in respect of the Client's own staff, but excluding the matters specifically mentioned in Paragraph 13 above.
14. The CLIENT is responsible for adequately **INSURING** all Temporary Workers supplied by the EMPLOYMENT BUSINESS against all **EMPLOYERS LIABILITY AND THIRD PARTY RISKS etc** arising during or relating to the supply of Temporary Workers to the CLIENT. The CLIENT will ensure that **Risk Assessments** have been carried out for all duties that the Temporary Worker is assigned to. The CLIENT shall on request permit the EMPLOYMENT BUSINESS to inspect the relevant completed Risk Assessments relating to duties to be carried out by the Temporary Worker(s).
15. The Client must ensure that it complies with the provisions of applicable statutory rules and regulations, including Health & Safety Regulations, the Working Time Directive and Part Time Workers Regulations and that adequate Personal Protective Clothing and Equipment (PPE) is made available to all Temporary Workers supplied by the Employment Business. Moreover, the Client should ensure that regular Risk Assessments are carried out to conform to Health & Safety Regulations.
16. **CANCELLATION CHARGES:** If the CLIENT cancels a shift within 24hrs of the shift start time and before the Temporary Worker arrives on site, then a Four Hour charge will be Invoiced to the CLIENT. If the TEMPORARY WORKER arrives for a pre-booked shift and is turned away due to OVER BOOKED etc, then the full shift hours will be invoiced.
17. The Client shall not permit Temporary Workers to use any motor vehicles owned or supplied by the Client unless the Client has in force adequate fully comprehensive insurance in respect of such motor vehicle covering its use by the Temporary Workers introduced by the Employment Business in connection with the business of the Client.
18. If you have a query on your Invoice this should be reported to the Employment Business immediately or within your specified payment terms. Failure to do so deems the charges being correct and the Invoice(s) will be due for payment in full.
19. No variation can be made to these Terms without the written consent of the Directors of the EMPLOYMENT BUSINESS.

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