



TERMS OF BUSINESS 2021 CAREFIRST TRAINING ACADEMY LTD

Carefirst Training Academy - Terms of business.

Please read the following terms and conditions. These will form the contract between you and Carefirst Training Academy LTD. If there is anything in these terms and conditions that you are unclear about which you require further explanation, then please raise it prior to accepting or using our services.

If you **fail** to accept these terms by return, you automatically **agree** to our latest terms of business. By using any service supplied by us, it is deemed that you accept our terms of business and any updated versions.

Our full and most recent terms of business are readily available on our website. Alternatively, should you require the most up to date version please contact us by phone or email. It is your responsibility to be up to date with our terms of business.

1. SERVICES

In return for you paying the charges as set out below, Carefirst Care Services will supply you with healthcare related training courses for any trainee attending one or several of our training courses and or meeting room hire or any other service as you may reasonably require.

2. CHARGES

Healthcare Staff Training

Charges are calculated per delegate, per course, which is subject to review from time to time. These charges are subject to VAT at the prevailing rate.

3. PAYMENT

We will issue you with invoices upon use of Carefirst Training Academy LTD, which we require you to pay by direct debit, cheque or bank transfer to:

Carefirst Training Academy LTD, Barclays Bank

Acc: 83124312, SC; 20-19-97

4. LATE PAYMENT

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	£40 + Interest
£1000.01 to £3000	£80 + Interest
£3000.01 +	£120 + 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.

5. CANCELLATION

Booked Training Courses

Any training that is booked is subject to cancellation fee's if cancelled within 72 hours of the course taking place.

If 72 Hours or less is given, 75% of the charge will be due and payable to Carefirst Training Academy LTD.

If 48 Hours or less is given, 100% of the charge will be due and payable to Carefirst Training Academy LTD.

6. EQUAL OPPORTUNITIES

Carefirst Training Academy LTD provides equal opportunities for all of its care workers and customers irrespective of their sex, age, marital status, racial or ethnic origin, physical or mental disability, gender re-assignment status, religious beliefs or political opinions. We will not accept any unjustified discriminatory requests.

7. OUR RESPONSIBILITIES

(1) Carefirst Care Services shall use its endeavors to ensure that all training staff have the relevant qualifications, authorisations, training, insurance, experience and ability to provide the services to you.

(2) Carefirst Care Services does not have any liability in relation to death or injury caused by negligence or improper practice of any training or training technique trained by Carefirst Training Academy LTD.

(3) Carefirst Care Services does not account for, or hold any liability for any indirect or consequential losses.

11. YOUR RESPONSIBILITIES

(1) You agree to have in place a safe working environment for our training staff. You will notify us of any risks you are aware of before our services commence.

(2) You are required to notify Carefirst Training Academy LTD to any change to any regulatory report inclusive of the CQC.

(3) All of your risk assessments for your establishment will be up to date.

(4) All of your equipment used within your establishment is safe to use and within its service date.

(5) You agree to tell us what your needs are, to enable us to provide you with the appropriate level of service you require. If your needs change, you are required to notify us as soon as possible.

(6) It is vital that you report to Carefirst Training Academy LTD specific contagious conditions, e.g. sickness and diarrhea and chicken pox to protect and safeguard our training staff and other service users to break the chain of infection.

(7) In the event that you breach any of your obligations under this clause, you agree to indemnify Carefirst Training Academy LTD fully against all claims, fines, damages, awards, costs, expenses and any other liabilities arising from any third party against Carefirst Care Services as a result of your act or default.

12. FINDING AND TRANSFER FEES

There may be times when your service wishes to employ a member of our staff directly. You will need to write to Carefirst Training Academy LTD 7 days before you intend to offer employment to a member of our team.

Our training staff are contracted to give at least a 4 week notice period. The 4 week notice period starts at the point that we receive our staff members resignation. This cannot be back dated. If the worker does not work their 4 week notice period as per their engagement terms with us, you agree to pay 20 days at the training day rate to cover the loss of business.

Third Party Supply

Failure to negotiate one of the transfer routes, these terms of business protect our business in the event that you accept supply of our worker through a third party or an alternative supplier. In the event that our worker does leave our engagement to be provided to you in a way that could be seen to avoid the fee's as above, you agree to pay the finding and transfer fee in full in the way of damages to Carefirst Care Services LTD.

Should one of our workers leave our engagement and join a competitor of ours to be supplied to you, you agree to pay the full transfer and finding fee.

Alternative Sites

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.

Carefirst Training Academy LTD introduce our staff to the business, not the specific site. Should you employ one of our training staff under the same company or associated companies, or associated directors, you agree to pay the transfer and finding and transfer fee.

The Fee

The cost for our healthcare trainer or manager is:

Healthcare Trainer: £10,000 + VAT

Training Manager: £10,000 + VAT

If the trainer is terminated or voluntarily leaves Carefirst Care Services, 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 in these terms of business.

(1) Under the terms of their employment contract, our healthcare staff are not permitted to do any additional work for you on a directly private basis. If your care worker agrees to do this outside of the services that we have agreed to provide, they would not be covered by our insurance or terms of business and you will be liable to pay the finders and transfer fees as set out above.

13. FORCE MAJEURE

Carefirst Training Academy will use its reasonable endeavors as far as reasonably practical to provide the services but, should Carefirst Training Academy LTD obligation to do so be interrupted or interfered with by an event of force majeure, then Carefirst Training Academy's obligations will be suspended while the interference or interruption continues. Carefirst Training Academy 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 Training Academy LTD including, without limitation, strikes, lock out or other industrial disputes, acts of god, war, riot, terrorism, civil commotion, fire, flood, storm or epidemic.

14. DATA PROTECTION

Carefirst Training Academy LTD 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 in the event that a third party delivers the relevant service to you. Carefirst Care Services fully operate in line with GDPR 2018. this way.

15. MISCELLANEOUS

- (1) The term of business shall govern the contract between yourself and Carefirst Training Academy LTD for the supply of the services to the exclusion of all and any other terms and conditions.
- (2) No variation, or 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 Training Academy LTD in writing.
- (3) No waiver by Carefirst Training Academy LTD of breach of these terms of business shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (4) 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.
- (5) These terms of business shall be governed by the laws of the United Kingdom. You agree to submit to the non-exclusive jurisdiction of the respective courts of law.

16. DISCLOSURE AND BARRING SERVICE

Carefirst Training Academy LTD use an external agency to provide Carefirst Training Academy LTD with DBS checks for our training staff. All DBS checks for staff are checked regularly. We use the disclosure and barring service to assess applicants' suitability for positions of trust. We comply fully with the DBS code of practice and undertake to treat all applicants for positions fairly. We will not discriminate unfairly against any subject of a disclosure on the basis of conviction or other information revealed.

17. DAMAGE

Should any damage to the facility, premises, training equipment or materials occur, you the customer will be liable for any repairs or replacement of any damages incurred by you or your attendees to facility.

18. REGISTERED ADDRESS

Carefirst Training Academy LTD
Office 75, Weston Business Centre
Hawkins Road
Colchester
Essex
CO2 8JX

These terms of business are acknowledged and accepted by you.

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 sign and return a copy of these terms of business to Carefirst Care Services LTD. Failure to do so will prevent Carefirst Care Services LTD from supplying staff.

Signature _____

Name _____

Address _____

Date _____