



Booking Terms & Conditions

February 2017

By requesting and accepting healthcare services or staffing solutions from Care101 Ltd, you are agreeing to our general Terms & Conditions, outlined in a separate document and available on request. In summary, however, the following booking conditions apply.

Documents may be periodically updated. The latest version is always available on request. Please e-mail admin@Care101.co.uk.

Terms

For the purpose of this document ...

- You or the company you represent are referred to as “you”.
- “Shift” refers to the job of work being requested or undertaken by a Care101 temporary staff member.

Booking conditions

- Requests for temporary staff (bookings) can be made to Care101 by you either by phone, fax, in writing by e-mail or on-line through our web site.
- Confirmation will be given by Care101 to you or your representative, either by phone, fax or e-mail. Bookings will also be shown as confirmed on-line within your Client Area.

Only after confirmation has been given should you consider the shift covered.

- Where a Care101 temporary staff member has not worked for you before, their profile will be available upon request by e-mail, fax or downloadable from your Client Area on our website.

Profiles include details of the staff member including photo ID and details of their DBS certificate.

Late notice requests

- A “late notice request” is a request made for staff to work a shift that has either already started, or where we can only reasonably contact staff within 3 hours of the shift’s normal start time.

For example ...

- We receive a call at 6.30am to cover an early shift starting at 8am.
- We receive a call at 2am for an early shift that day.

In this case, although the request was made with more than 3 hours until the start time, we cannot reasonably contact staff through the night. We would therefore attempt to contact them after 6am, which is within the 3 hour window.

- In these circumstances, every effort will be made to find suitable staff and if available, ensure they arrive in a timely manner.
- However, unless previously agreed with Care101, the hours normally paid for the entire shift will be charged, regardless of the actual start time recorded.

Cancellation by you

Arranging shifts takes time and means a staff member expects to work those hours. Cancellations, especially at the last minute causes inconvenience and means the staff member expecting to work is potentially no longer earning money unless an alternative shift can be arranged.

That being said, we realise that your plans can sometimes change for all sorts of reasons - sometimes at shorter notice than others.

Once a booking is confirmed the following terms apply, *unless otherwise agreed by you, in writing with Care101 ...*

- If you wish to cancel a booking that has yet to be confirmed by Care101, you may do so at any time.
- If you wish to cancel a confirmed booking, you may do so without penalty as long as the cancellation request is received at least 24 hours from the scheduled start time of the shift being withdrawn.
- If you cancel a confirmed booking within 24 hours of the scheduled start time the shift, and the Care101 staff member is not already on their way to you (or already arrived to start the shift), Care101 will charge a cancellation fee of 4 hours, based on the shift’s hourly rate.

- If a shift is confirmed and a Care101 staff member subsequently arrives to find the shift has been overbooked or cancelled without sufficient notice being given to prevent their arrival, a charge of 4 hours will be made, based on the shift's hourly rate.
- Requests to cancel a previously confirmed or unallocated shift can be made by phone, fax, e-mail or on-line through the Client Area of our website. *Shifts cancelled within 24 hours must be cancelled by phone.*

Cancellation by Care101

In the unlikely event a Care101 staff member is unable to work a previously agreed shift – e.g. due to illness or other unforeseen circumstances, we will use our best endeavours to find replacement staff. During this time, we will continue to keep you updated so that you may also look elsewhere to find staff.

If no replacement can be found, we will inform you as soon as we can. In this case, the responsibility to cover the shift will revert back to you, with no liability being attributed to Care101.

Fees & payment

- You will pay Care101 the fees based on the rate agreed prior the start of the shift. If no specific agreement is made, the standard rates, available separately and published at the time the assignment was requested will apply. Typically, these will have been discussed/agreed with you beforehand.
- Any sums payable by you which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to 4% above the base rate of Barclays Bank plc.
- Fees are calculated based on the number of hours worked by the Care101 temporary staff member (to the nearest quarter hour) and agreed by you or your representative. Hours are shown and confirmed via a timesheet which is presented and must be countersigned by you or your representative at the end of each shift or shift week (where multiple shifts are recorded).
- Care101 is entitled to charge you for any expenses reasonably incurred by the Care101 staff member in connection with the shift, but only if such expenses have been agreed with you beforehand.
- From time to time it may be necessary for us to change our fees. However, any changes will be advertised - and you will be notified in advance of any shift to which the change applies.

Invoicing & Payment

- You will be invoiced periodically, typically weekly in arrears.
- Unless otherwise agreed, invoices are payable within 30 days of receipt. Payment can be made by BACS (details will be shown on the invoice) or cheque (payable to “Care101 Ltd”).

Temporary to Permanent Staff (Staff Introduction)

Care101 is a nursing agency offering staff (nurses & healthcare assistants) on a temporary basis to you. We are not a recruitment agency and do not look to source for you or place permanent staff with you. In the event you wish to engage a staff member on a permanent basis (other than through Care101), the following rules apply.

- Subject to the following specific provisions if, following the supply of a Care101 staff member, you wish to engage the staff member on a permanent basis, you will pay Care101 the sum of £3000 – the “introduction fee”.
- The introduction fee will not be payable if you give written notice to Care101 that you intend to regularly continue the hire of the staff member through Care101 *for no less than 35* hours per week, for a further period of twelve weeks before you engage the worker directly.*

If these conditions are met, no fee is payable.

If the staff member cannot be provided on the above basis and hence the specific conditions cannot be met through no fault of your own, Care101 may, at its discretion, modify these terms in writing, on an individual basis.

- If you introduce the Care101 staff member to a third party (such third party not being an employment business and/or you), and the transfer takes place within the relevant period outlined in our Terms & Conditions, you will pay Care101 the fee of £5000, known as the “third party Introduction Fee”.
- The above clauses apply regardless of whether the staff member is currently employed by Care101 or not. If they have subsequently left Care101’s employment or their contract has been terminated for whatever reason, these rules continue to apply for a period of twelve weeks from their contract’s termination date.