

Terms of Business

Nova Care Consultants Ltd

These Terms of Business (TOB) govern all services provided by Nova Care Consultants Ltd in England and Wales.

By instructing us, whether verbally, in writing, or by accepting any service, you agree to be legally bound by these terms.

Please read them carefully before engaging our services.

If you are a consumer (a private individual or family member), additional rights apply to you under the Consumer Rights Act 2015 and are identified throughout this document.

If you need this document in a different format, language, or medium, please do let us know.

Version 2.0 was approved by the Board of Directors on 28/03/2026 and came into effect on 30/03/2026, replacing Version 1.5.

Contents

1. Background and About Us
2. Key Definitions
3. Our Obligations to You
4. Your Obligations to Us
5. Fees, Payment and Billing Terms
6. Client-Specific Payment Terms
7. Late Payment
8. Professional Independence and Outcome Neutrality
9. Expert Witness Services
10. Mental Capacity Act Assessments
11. Approved Mental Health Professional (AMHP) Services
12. Professional Attorney Services (LPA)
13. Court of Protection Deputyship
14. ParentAssess and Court-Related Services
15. Additional and Specialist Services
16. Cancellation of Services
17. Termination
18. Effects of Termination
19. Liability, Indemnity and Insurance
20. Confidentiality
21. Data Protection and Outsourcing
22. Force Majeure
23. Intellectual Property
24. Non-Solicitation
25. Complaints and Dispute Resolution
26. General Legal Terms

1. Background and About Us

- 1.1 Nova Care Consultants Ltd (“we”, “us”, “our”, “the Company”) is a private health and social care practice registered in England and Wales (Company No. 12362493; VAT No. 493569929). Our registered office is: Office 1, 8-9 Rodney Road, Portsmouth, Hampshire, England, PO4 8BF.
- 1.2 We provide private social work, nursing and occupational therapy services across England and Wales to private individuals, families, legal professionals, and public bodies. We are not a statutory health or social care provider. We charge fees for all services we provide.
- 1.3 Our consultants and associates are individually registered and regulated by Social Work England, Social Care Wales, the Nursing and Midwifery Council (NMC), the General Medical Council (GMC), or the Health and Care Professions Council (HCPC), as applicable to their profession and practice area.
- 1.4 These Terms of Business apply to all services we provide. By instructing us, whether verbally, in writing, by email or by post, and whether or not you have signed a Schedule of Terms, you agree to be legally bound by these terms and enter into a binding contract with us.
- 1.5 Where you instruct us on behalf of another person (for example, a family member or client), you confirm that you have authority to do so and that you accept personal liability for all fees arising from the instruction.
- 1.6 Certain services are subject to additional or bespoke terms as set out in individual sections below and in the Schedule of Terms provided to you at the time of instruction.

2. Key Definitions

The following definitions apply throughout these Terms of Business:

Agreement	The contract between you and us, formed by these Terms of Business and any Schedule of Terms, made verbally, in writing, or by any electronic means.
Concerned Party	The individual with whom we work for the purposes of our instruction. Also referred to as the client, patient, service user or subject of assessment, depending on context.
You / Client	The party engaging and responsible for payment of our services, whether or not you are the Concerned Party. Our contract is with you personally, regardless of who the Concerned Party is.
Consumer	A Client who is a private individual acting outside of a business or professional capacity, as defined by the Consumer Rights Act 2015.
Confidential Information	All information disclosed between the parties and third parties in connection with this Agreement.
Data Protection Legislation	The UK GDPR, Data Protection Act 2018, and all related privacy laws applicable in England and Wales.

Fees	All charges due under this Agreement, including VAT at the standard rate of 20% unless exempt.
Schedule of Terms	The document issued to you setting out the specific scope of our instruction, agreed fees, and any service-specific terms.
Services	The professional services we provide are specified in the Schedule of Terms.
Working Day	Any day other than a Saturday, Sunday or bank holiday in England and Wales.

3. Our Obligations to You

- 3.1 We will deliver our services with reasonable skill and care, in accordance with our professional standards, applicable legislation, and all codes of practice governing our regulated professions in England and Wales.
- 3.2 We will act in accordance with your reasonable instructions, provided they are lawful, compatible with our professional obligations, and do not conflict with our duty to the Concerned Party or any court.
- 3.3 We are responsible for ensuring that all practitioners delivering services hold valid registration with their relevant regulatory body and maintain appropriate professional insurance.
- 3.4 Where we are unable to provide a service due to matters within our control, we will notify you promptly and use reasonable endeavours to arrange an alternative or refund as appropriate.
- 3.5 We will accommodate reasonable changes to the scope of services where possible, subject to agreed fee adjustments and reasonable notice. Short-notice cancellations and scope changes may attract fees under Section 16.

4. Your Obligations to Us

- 4.1 You agree to:
 - (a) Provide all information necessary for us to deliver our services in a timely and complete manner;
 - (b) Give clear, lawful and reasonable instructions by any agreed means;
 - (c) Make timely decisions and provide approvals where required to enable us to perform;
 - (d) Obtain any third-party consents, licences or permissions needed for us to discharge our duties;
 - (e) Ensure we have reasonable access to relevant locations, records and individuals when required;
 - (f) Promptly inform us of any change in circumstances relevant to our instruction; and
 - (g) Treat our staff with courtesy and respect at all times.

- 4.2 Where you fail to fulfil your obligations under this clause, and that failure affects our ability to perform, we reserve the right to charge reasonable fees for time spent or lost as a result, including where we are unable to complete the instruction through no fault of our own.
- 4.3 Where you instruct us to obtain information or records from third parties, it is your responsibility to ensure that the necessary consents or legal authorities are in place before we do so. We accept no liability for delays or additional costs arising from missing consents or authorities.

5. Fees, Payment and Billing Terms

- 5.1 All fees are stated exclusive of VAT, which will be charged at the standard rate of 20% unless an applicable exemption applies. VAT will be shown separately on all invoices.
- 5.2 Many of our services are offered on a fixed-fee basis. Where a fixed fee is agreed and confirmed in the Schedule of Terms, that is the price you will pay, subject only to any variation agreed in writing by a director.
- 5.3 Where services are provided on an hourly basis, time is recorded and charged in six-minute units. Our standard hourly rates (exclusive of VAT) are:

Role	Hourly Rate (ex. VAT)
Director / Expert Witness	£300
Principal Consultant	£275
Senior Consultant	£250
Consultant	£200
Senior Associate	£150
Associate	£125
Assistant	£90

- 5.4 In some cases, a named practitioner may agree to charge at the next lower band of rates. This is solely at that practitioner's discretion and is not a contractual entitlement or a precedent for future instructions.
- 5.5 Any fee estimate provided prior to or during an instruction is indicative only. Actual fees may be higher or lower depending on the complexity and time involved. Estimates are prepared with reasonable skill and care, but they are not fixed-price quotations unless explicitly stated as such in writing.
- 5.6 Where the final fee on a time-and-materials instruction is expected to exceed the estimate, we will use reasonable endeavours to notify you in advance.

- 5.7 We may delegate administrative tasks (such as typing or file management) to appropriately supervised staff. All professional work remains supervised by a qualified practitioner, and all qualified practitioners are supervised by a named director.
- 5.8 We may also charge for reasonable disbursements, including photocopying, printing, postage, travel and mileage at the rates published on our website at www.novacare.org.uk/our-fee-pages. These rates may be updated from time to time, subject to at least 7 days' written notice.
- 5.9 Payments must be made to our nominated UK bank account, details of which are provided on each invoice. Payment references must include the relevant invoice number. We accept:
- (a) Electronic bank transfer (preferred);
 - (b) Cash payments up to £500;
 - (c) Cheques, subject to a £10 administration fee per cheque.
 - (d) Online payment made via our secure online payment site. Accessed here: [link](#)
- 5.10 No set-off, withholding or deduction of any payment is permitted, except as required by law.
- 5.11 Payments falling due on a non-Working Day may be made on the next Working Day.

6. Client-Specific Payment Terms

6A — Private Individuals and Families

- 6A.1 Where you are a Consumer (a private individual or family member), we will ask for full payment before we commence any work. This payment is held on account and applied against fees as work is completed.
- 6A.2 In some cases, we may agree in writing to undertake work first and invoice on completion. Any such arrangement must be confirmed by a director in the Schedule of Terms.
- 6A.3 For mental capacity assessments, payment must not come from the Concerned Party unless you hold proper legal authority to use their funds. Acceptable authorities include: a joint account with permission to use funds; a DWP Appointeeship supported by your own best interest decision; or a Lasting Power of Attorney or Court of Protection Deputyship for Property and Financial Affairs. We reserve the right to verify any such authority as part of our due diligence before accepting payment.
- 6A.4 Where you are a Consumer, you have rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You may have the right to cancel without charge within 14 calendar days of instructing us. However, if work is commenced within that period at your express request, you remain liable for all fees incurred up to the date of cancellation. See Section 16 for full cancellation terms.

6B — Solicitors (or other Legal Practitioners), Law Firms and Probate Professionals

- 6B.1 For solicitor firms instructing us on privately funded matters, payment is due within 30 calendar days of the date of invoice.

- 6B.2 The instructing firm accepts joint and several liability for all fees incurred under the instruction, regardless of whether those fees are recovered from or paid by the underlying client.
- 6B.3 Where a solicitor instructs us on behalf of a privately funded client, the firm acknowledges that our contract is with the firm as the instructing party, not with the underlying client. We look to the firm for payment.

6C — Legal Aid Solicitors

- 6C.1 We offer limited Legal Aid services where applicable. We are under no obligation to accept work at Legal Aid rates and will confirm acceptance expressly in the Schedule of Terms.
- 6C.2 Where we agree to act at Legal Aid rates, we will work at the risk expert rate in accordance with the Legal Aid Agency (LAA) remuneration guidance applicable.
- 6C.3 For Legal Aid matters, we waive the standard 30-day payment term until the LAA has determined the claim following submission by the instructing party. We understand this may be several months after completion of our work.
- 6C.4 The instructing party accepts full and unconditional responsibility for payment of all our fees if: (a) the LAA rejects our claim for any reason; (b) the case settles or closes without a LAA determination; or (c) the instructing party fails to submit our claim to the LAA within a reasonable time.
- 6C.5 If a LAA matter remains unsettled, unclosed or undetermined 12 months after our instruction ends, we reserve the right to seek immediate payment of all outstanding fees from the instructing party, who agrees to retain any LAA payment received and remit it to us promptly.
- 6C.6 We will annotate the Schedule of Terms in all cases where Legal Aid rates apply.

6D — Public Bodies (NHS, Local Authorities, Integrated Care Boards, Health Boards)

- 6D.1 For public sector bodies, payment is due within 30 calendar days of the date of invoice, unless an alternative term is agreed in writing in advance.
- 6D.2 Where a formal purchase order is required by the public body, it must be provided to us prior to commencement of work. We will not begin work without a valid purchase order where that is a requirement of the instructing organisation.
- 6D.3 Where we act as external Expert Assessors or care managers for NHS bodies or local authorities, additional service-level terms may be agreed separately. These Terms of Business apply to the extent not inconsistent with any such service-level agreement.
- 6D.4 Where the complexity of an instruction requires us to obtain independent legal advice in order to carry out our duties, the reasonable cost of that advice shall be treated as a disbursement and charged to you. We will notify you before incurring any such costs and seek your prior written approval.

7. Late Payment

- 7.1 Any invoice not paid within the applicable payment period will be treated as overdue. We reserve the right to charge:
- (a) Statutory interest at 8% per annum above the Bank of England base rate, calculated on a daily basis from the due date until the date of payment, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) A late payment notice fee of £60 per notice issued.
- 7.2 If payment is not received, and no alternative written arrangement has been agreed with a director, within 56 days of the due date, we may commence debt recovery proceedings without further notice.
- 7.3 We reserve the right to exercise a lien over all documents, reports, records and other materials prepared by us in connection with the instruction until all outstanding fees are paid in full. Where you are a Consumer, this right will be exercised only to the extent permitted by law and will not be used in a manner that is disproportionate to the outstanding sum.
- 7.4 We reserve the right to suspend active work on any instruction where any invoice relating to that client remains unpaid beyond its due date, without liability to you for any consequences of that suspension.

8. Professional Independence and Outcome Neutrality

- 8.1 We do not operate on a payment-by-results basis. Our fees are due in full regardless of the outcome of any assessment, report, appeal or other service, including where our findings or conclusions differ from what you or any other party hoped, expected or instructed.

Important: Where we carry out a mental capacity assessment or any other assessment of an individual, our professional conclusion is determined by our regulated clinical or professional judgement alone. Our fees are payable in full whether the Concerned Party is found to have capacity or to lack capacity, and whether or not our findings support the position of the instructing party.

- 8.2 You must permit us to act as independent health and social care professionals. You may not instruct us to reach, alter or withhold a particular conclusion. Any attempt to do so may result in us declining the instruction or withdrawing from it, and our fees for work already completed will remain payable.
- 8.3 Where there is a genuine difference of professional opinion regarding our assessment outcome or report conclusions, you may raise this through our complaints and dispute resolution process set out in Section 25. This does not affect your obligation to pay fees.
- 8.4 Our practitioners owe their primary professional and ethical duties to their respective regulatory bodies and, where applicable, to the Concerned Party and/or the court. These duties cannot be overridden by client instructions or by these Terms of Business.

9. Expert Witness Services

9.1 Where we are instructed to provide expert evidence for civil, family or criminal proceedings, our reports are prepared in compliance with Civil Procedure Rules Part 35 (CPR 35) and the accompanying Practice Direction, or Family Procedure Rules Part 25 (FPR 25), as applicable.

Overriding Duty to the Court: Any expert witness acting under CPR 35 or FPR 25 owes an overriding duty to the court that takes precedence over any obligation to the instructing party. This is a statutory and professional requirement. Our expert practitioners cannot be instructed to depart from this duty. This does not affect your obligation to pay fees in full.

9.2 By instructing us to provide expert evidence, you acknowledge and accept that:

- (a) Our duty is to the court, not to you as the instructing party;
- (b) Our conclusions will be based on our independent professional assessment of the evidence;
- (c) We will only advance opinions that fall within our expertise; and
- (d) Our fees are payable in full regardless of whether our evidence is admitted, accepted by the court, or favourable to your case.

9.3 All expert reports are prepared in accordance with the relevant Practice Direction on experts and shall include a declaration of truth as required by the applicable procedural rules.

9.4 Court deadlines and timetables imposed after instruction will be accommodated where reasonably practicable. If a court imposes a deadline that requires urgent or accelerated work beyond the originally agreed scope, additional fees may apply. We will notify you as soon as reasonably practicable if this is the case, and you agree to seek the court's authority for any additional costs if required. We accept no liability for delays caused by late or inadequate instruction, failure to provide documents, or circumstances beyond our control.

9.5 Where we are required to attend court to give oral evidence, additional fees will apply at our standard hourly rates (or as agreed in the Schedule of Terms), including preparation time, travel time and waiting time.

10. Mental Capacity Act Assessments

10.1 All capacity assessments undertaken by us are carried out in accordance with the Mental Capacity Act 2005 (MCA 2005), the MCA Code of Practice, and all applicable case law and professional guidance. Unless the capacity assessment is guided by case law rather than the MCA 2005.

10.2 The MCA 2005 establishes a presumption of capacity. Our assessors apply the statutory two-stage test set out in sections 2 and 3 of the MCA 2005 and will not depart from this legal framework regardless of the instructions or preferences of the instructing party.

10.3 Our capacity assessments are decision-specific and time-specific. A finding of capacity or lack of capacity applies to the particular decision at issue at the date of assessment and does not constitute a general finding about the Concerned Party's capacity in other respects.

- 10.4 Our fees are payable in full regardless of whether the Concerned Party is assessed as having or lacking the relevant capacity. The outcome of an assessment does not affect the fee due.
- 10.5 Where a capacity assessment is required in connection with Court of Protection proceedings (for example, a COP3 form), we will prepare our report to the relevant court standard. The overriding duty provisions at clause 9.1 apply to such reports.
- 10.6 Where a capacity assessment is disputed or challenged, we will cooperate with any legal process in relation to our report in accordance with our professional obligations, but reserve the right to charge for any additional work arising from such a challenge at our standard hourly rates.

11. Approved Mental Health Professional (AMHP) Services

- 11.1 Where we provide services through an Approved Mental Health Professional (AMHP), those services are delivered in accordance with the Mental Health Act 1983 (MHA 1983) and the MHA Code of Practice.

Statutory Independence: An AMHP acts under a personal statutory duty conferred by s.13 of the Mental Health Act 1983 and the applicable local authority approval. This statutory duty is entirely independent of any client instruction or contractual obligation. No client, instructing party, or other person may direct, instruct, restrict or challenge an AMHP's exercise of their statutory functions through the terms of this or any other contract. The AMHP's professional decisions cannot form the basis of any contractual claim against us.

- 11.2 You acknowledge that:
- (a) The AMHP is not our agent for the purpose of exercising statutory functions;
 - (b) Any assessment, application or decision made by the AMHP under the MHA 1983 is made in their personal statutory capacity and is not subject to these Terms of Business;
 - (c) Our fees for the provision of AMHP services are payable in full regardless of the outcome of any assessment or application.
- 11.3 We will only provide AMHP services where the practitioner holds valid AMHP approval from a relevant local authority. You accept responsibility for providing accurate information about the nature of the referral to enable us to confirm suitability.

12. Professional Attorney Services (Lasting Power of Attorney)

- 12.1 Where we agree to act as a professional attorney under a Lasting Power of Attorney (LPA) for Health and Welfare, we do so in accordance with the Mental Capacity Act 2005, the OPG's guidance for professional attorneys, and our professional regulatory standards.
- 12.2 Our role as an attorney is distinct from our general consultancy services. As your attorney, our primary legal and ethical duty is to the donor (the person who made the LPA), not to any instructing family member, solicitor or other party.

- 12.3 By appointing us as your attorney, or by instructing us to act as attorney on behalf of a donor, you acknowledge that:
- (a) Our decisions as attorneys will be made in the best interests of the donor in accordance with the MCA 2005;
 - (b) We cannot be directed to act against the donor's best interests regardless of any third-party instruction;
 - (c) The LPA itself governs the scope of our authority as attorneys, and these Terms of Business apply only to the service and fee arrangements between you and us.
- 12.4 Our fees for acting as a professional attorney are separate from our standard fee schedule. Bespoke fees will be agreed in advance and set out in the Schedule of Terms prior to any appointment taking effect. Any anticipated changes to ongoing fees will be notified to you and, where required, to the Office of the Public Guardian.
- 12.5 Where we agree to act as professional attorneys, we will always provide the names of at least two registered professionals who will fulfil this role, so that continuity of care can be maintained if a practitioner is unable to continue.
- 12.6 Attorney appointments are subject to registration with the Office of the Public Guardian. We do not accept instructions to act as an attorney until the LPA has been validly registered and we have confirmed our acceptance in writing.

13. Court of Protection Deputyship

- 13.1 Court of Protection Deputy appointments are made by the Court and governed by the Court's order, the Mental Capacity Act 2005 and the OPG's guidance for deputies. Where we act as a professional deputy for Health and Welfare, we are appointed by and accountable to the Court of Protection, not to any private individual, family member or instructing body.
- 13.2 The instructing party in deputyship cases is typically the Local Authority, Integrated Care Board, or NHS Health Board (in Wales) making the application, or their legal representatives. We acknowledge their role in the process, but our primary duty once appointed is to the protected party (the person subject to the deputyship order).
- 13.3 Our fees for deputyship work are governed by the Court of Protection's order and the OPG's approved charging framework. We will set out bespoke fee arrangements in the Schedule of Terms and seek the Court's approval where required. No fees will be charged unless authorised under the relevant Court order or OPG guidance.
- 13.4 We will always ensure that at least one named registered professionals are available to carry out the deputy role to maintain continuity of care for the protected party.
- 13.5 Deputyship appointments and the conduct of our duties as deputy are not subject to direction by any private client or instructing party under these Terms of Business. Any concerns about our conduct as deputy should be raised with the Office of the Public Guardian.

14. ParentAssess and Court-Related Assessments

- 14.1 Where we are instructed to undertake a ParentAssess report, we will do so using our accredited ParentAssess practitioners. All reports we produce will meet the PA Service Quality Mark standard.
- 14.2 ParentAssess assessments are specialist services. We do not provide generic ParentAssess reports; we specialise in assessments for parents living with mental health conditions, neurodivergent needs or dual diagnoses. Please ensure the referral is appropriate before instructing us.
- 14.3 Instructions for ParentAssess reports must allow a minimum of 16 weeks from formal instruction for completion of the report, unless we expressly agree otherwise in writing. Where you require a report within a shorter timescale, you must notify us at the time of instruction, and we will confirm in the Schedule of Terms whether an accelerated timescale is achievable.
- 14.4 Where a court timetable is in place at the time of instruction, you must provide us with all relevant court directions, hearing dates and filing deadlines at the outset. We will use our reasonable endeavours to comply with court-imposed deadlines, but we cannot accept liability for delays arising from late instruction, inadequate provision of information, or court timetable changes outside our control.
- 14.5 If a court deadline is imposed or altered after instruction, we must be notified immediately. We will assess whether the revised timetable is achievable and notify you promptly. If accelerated work is required, additional fees may apply.
- 14.6 Clause 9 (Expert Witness Services) applies to all court-related assessments, including ParentAssess reports where they are filed as expert evidence.

15. Additional and Specialist Services

- 15.1 We provide a range of additional specialist services including, but not limited to: NHS Continuing Healthcare (CHC) appeals; Section 117 MHA 1983 aftercare appeals; DoLS and Community Deprivation of Liberty (DOL) assessments; forensic social supervision; bespoke training; specialist supervision; equity release capacity assessments; PA14 probate medical certificates; certificate provider and professional witness services for LPAs; care assessments and care advisory services; care management; Family Group Conferences; and adult safeguarding enquiries.
- 15.2 All additional services are subject to a separate Schedule of Terms setting out the agreed scope, fee and any service-specific terms. These Terms of Business apply to all such services.
- 15.3 Certain specialist services - including bespoke VIP and high-confidentiality appointments are available subject to separate bespoke terms agreed in advance with a director. Please contact us directly for further information.
- 15.4 Where we provide care management, advisory or care-finding services for public bodies, we may enter into a service-level agreement with the relevant body. These Terms of Business apply to the extent not inconsistent with any such agreement.

16. Cancellation of Services

16.1 We understand that cancellations are sometimes unavoidable. The following cancellation fees apply to all appointments and scheduled service delivery:

Notice Given	Cancellation Fee
5 or more full Working Days	No fee
Less than 5 full Working Days	£175 or 15% of total fees, whichever is greater
Less than 72 hours	50% of total fees
Less than 24 hours	100% of total fees

16.2 Cancellation fees include travel costs and all other disbursements incurred or committed in connection with the appointment.

16.3 Where we hold an advance payment on account, we will deduct any applicable cancellation fee from that sum and reimburse the balance within 14 calendar days of cancellation.

16.4 Where we have been able to reschedule a cancelled appointment without loss of earnings, a director may, at their sole discretion, reduce or waive the cancellation fee. This is a discretionary concession and not a contractual entitlement.

16.5 We reserve the right to charge for any work already commenced or completed at the date of cancellation, regardless of the notice period given.

16.6 If we cancel an appointment, you will be entitled to a full or proportionate refund for any work not yet undertaken, paid within 28 calendar days of cancellation.

16.7 Consumer cancellation rights: If you are a Consumer and you instruct us at a distance (for example, by telephone or email), you may have a statutory right to cancel without charge within 14 calendar days of instruction under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask us to begin work within that 14-day period, your right to cancel is not lost, but you will remain liable for fees proportionate to the work carried out up to the date of cancellation.

16.8 Cancellation must be communicated in writing (by email to info@novacare.org.uk or by letter to our registered address). You may use the cancellation form set out in Section 17.

17. Termination

17.1 Either party may terminate this Agreement on 14 full calendar days' written notice to the other. Notice must be given in writing by email to info@novacare.org.uk or by post to our registered office.

17.2 You may use the following template cancellation form, though its use is not obligatory:

Cancellation Notice — Nova Care Consultants Ltd

To: Nova Care Consultants Ltd, Office 1, 8–9 Rodney Road, Portsmouth, PO4 8BF / info@novacare.org.uk

I / We hereby give notice that I / We cancel my / our contract for the following service: [describe service]

Name: _____

Address: _____

Signature (if giving notice by post): _____

Date: _____

17.3 We may terminate this Agreement with immediate effect, without notice, in any of the following circumstances:

- (a) You fail to pay any invoice within the applicable payment period and payment has not been made within 7 days of a written demand;
- (b) You commit a material breach of this Agreement that is either incapable of remedy, or that you fail to remedy within 14 days of written notice;
- (c) You become insolvent, enter administration, receivership or liquidation, or are the subject of a winding-up petition;
- (d) You cease or threaten to cease trading;
- (e) Any person associated with the instruction is violent, threatening, abusive, or causes risk to the safety, dignity or wellbeing of our staff or associates; or
- (f) Continuation of the instruction would, in our reasonable professional judgement, place us in breach of our regulatory obligations or professional codes of conduct.

17.4 Termination does not affect any accrued rights or remedies of either party.

18. Effects of Termination

18.1 Upon termination of this Agreement for any reason:

- (a) All outstanding fees become immediately due and payable;
- (b) Each party must promptly return or destroy the other's Confidential Information, save as required by law or professional regulation;
- (c) Our confidentiality obligations under Section 20 continue in full force;
- (d) Any rights or obligations that have accrued prior to termination are unaffected; and
- (e) Neither party has any further obligations except as expressly set out in these Terms or as required by law.

19. Liability, Indemnity and Insurance

- 19.1 We maintain public liability insurance to a minimum value of £5 million and professional indemnity insurance to a minimum value of £10 million. Details are available on request.
- 19.2 If we fail to deliver services with reasonable care and skill, we will take appropriate remedial action at no additional cost to you, provided that:
- (a) You notify us in writing of the failure within a reasonable time of becoming aware of it; and
 - (b) The failure is attributable to us and not caused by your own acts, omissions or those of any third party.
- 19.3 Our total aggregate liability to you under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total fees paid by you to us in respect of the specific instruction giving rise to the claim, except where our liability is subject to our insurance cover, in which case it is limited to the maximum sum insured.
- 19.4 We exclude all liability for:
- (a) Loss of profit, revenue, opportunity, goodwill or anticipated savings;
 - (b) Indirect, consequential or special losses; and
 - (c) Any loss arising from your failure to follow our advice, recommendations or these Terms of Business.
- 19.5 Nothing in these Terms excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot lawfully be excluded or limited under applicable law.
- 19.6 Indemnities:
- (a) We will indemnify you against reasonable costs and losses arising directly from our proven breach of this Agreement.
 - (b) You will indemnify us against costs, losses or damage to our equipment caused by your acts or omissions, or those of anyone acting on your behalf.
- 19.7 Where you are a Consumer, nothing in this section affects your statutory rights.

20. Confidentiality

- 20.1 Each party will keep the other's Confidential Information secure and will not disclose it to any third party except:
- (a) To our sub-contractors, associates, suppliers, regulatory bodies, or supervisors, to the extent reasonably necessary for the delivery of our services or to meet our professional obligations;
 - (b) Where required by law, court order or the direction of a regulatory authority;
 - (c) Where the information has entered the public domain through no fault of the disclosing party;
- or

- (d) Where you have given prior written consent to disclosure.
- 20.2 We may require written confidentiality undertakings from any third party to whom we disclose Confidential Information.
- 20.3 In serious cases where we believe there is a risk to the life or safety of an individual, or a risk of significant harm to property, we may be required to breach confidentiality to protect that individual or property. We will discuss this with you beforehand wherever it is practicable to do so, but in genuine emergencies this may not be possible. We will document the reason for any such disclosure.
- 20.4 Confidentiality obligations survive termination of this Agreement.
- 20.5 We primarily communicate by secure email, including NHS Mail and CJSM systems. Email is not guaranteed to be completely secure. Please notify us immediately if you have concerns about our communication methods.

21. Data Protection and Outsourcing

- 21.1 We process personal data in accordance with our Privacy Policy (available at www.novacare.org.uk/our-privacy-policy) and all applicable Data Protection Legislation, including the UK GDPR and the Data Protection Act 2018. We are registered with the Information Commissioner's Office (ICO Reference: ZB213471).
- 21.2 Due to the nature of our work, we may sometimes use systems or services that store or process data outside the UK, EU or EEA. We have a lawful basis for such transfers under Article 46 of the UK GDPR and, where required, have in place international data transfer agreements under section 119A of the Data Protection Act 2018. All such transfers use encrypted methods of data sharing.
- 21.3 We may engage external companies or individuals to provide administrative support such as transcription or typing. Where we do so, we will ensure that appropriate data processing agreements and confidentiality undertakings are in place, and will carry out a risk assessment under the UK GDPR where required.
- 21.4 You consent to us processing personal data about the Concerned Party to the extent reasonably necessary to deliver our services, comply with our regulatory obligations, and manage our relationship with you.

22. Force Majeure

- 22.1 Neither party will be liable for any failure or delay in performing its obligations where that failure or delay results from circumstances beyond its reasonable control, including but not limited to: power or internet failure, industrial action, civil unrest, pandemic or epidemic, natural disaster, act of terrorism, war or armed conflict, government action or regulation, or the serious illness or incapacity of key personnel.

- 22.2 The party affected must notify the other in writing as soon as reasonably practicable, with details of the circumstances and their expected duration.
- 22.3 We reserve the right to terminate this Agreement without notice if continuing to perform would create a genuine risk of harm to our staff, the Concerned Party or others, or if the conduct of any party makes it impossible or unsafe to proceed.

23. Intellectual Property

- 23.1 All intellectual property rights in documents, processes, templates, methodologies, training materials or other materials created by us specifically for your business or instruction remain our property unless expressly transferred by written agreement signed by a director.
- 23.2 Where you require ownership of intellectual property created under an instruction, we reserve the right to charge a premium for such transfer, to be agreed in advance.
- 23.3 Generic and standard materials (including our standard reports, templates and forms) are licensed to you on a royalty-free, perpetual basis for use in connection with the specific instruction to which they relate. They may not be used for commercial purposes or shared with third parties without our prior written consent.

24. Non-Solicitation

- 24.1 During the term of this Agreement and for a period of 12 months following its termination or expiry, you agree not to:
- (a) Directly or indirectly solicit, engage, employ or contract with any of our consultants, associates or staff who were involved in the delivery of services to you under this Agreement, whether as an employee, independent contractor, or otherwise; or
 - (b) Encourage or induce any such person to leave our employ or to cease working with us.
- 24.2 This restriction applies to all client types, including solicitor firms, local authorities, NHS bodies, and private individuals.
- 24.3 The parties agree that the restrictions in this clause are reasonable and necessary to protect our legitimate business interests. If any restriction is found to be unenforceable, it shall be severed to the minimum extent necessary to make the remaining provisions enforceable.

25. Complaints and Dispute Resolution

- 25.1 We are committed to resolving concerns promptly and professionally. Our Complaints Policy sets out how to raise a concern, how we will investigate it, and the timescales involved. Our Complaints

Policy is available at: www.novacare.org.uk/our-complaints-policy. Please read it before escalating any matter to formal dispute resolution.

- 25.2 Any complaint relating to our services should be raised with us as soon as possible, and in any event within 3 months of the matter giving rise to the complaint. Complaints raised outside this period may not be eligible for formal resolution under our complaints process.
- 25.3 Where a complaint cannot be resolved informally, disputes will be resolved through the following staged process:
- (a) Stage 1 — Negotiation: Nominated representatives of both parties will attempt to resolve the dispute by negotiation in good faith within 4 weeks of the dispute being formally raised;
 - (b) Stage 2 — Alternative Dispute Resolution (ADR): If negotiation fails, both parties agree to attempt resolution through a recognised ADR provider, acting in good faith, within 3 months of the failure of Stage 1; and
 - (c) Stage 3 — Arbitration: If ADR fails, the dispute will be referred to binding arbitration under the Arbitration Act 1996, with the seat of arbitration in England and Wales. The arbitral tribunal shall consist of a single arbitrator agreed by both parties, or if no agreement is reached within 14 days, appointed by the President of the Chartered Institute of Arbitrators.
- 25.4 Either party may seek urgent interim injunctive relief from the courts of England and Wales without prejudice to the above process.
- 25.5 The outcome of arbitration under clause 25.3(c) is final and binding on both parties.
- 25.6 Where you are a Consumer, you may also have the right to refer a complaint to the relevant regulatory body (Social Work England, the NMC, the HCPC or Social Care Wales, as applicable) or to seek alternative remedies available under consumer law. Nothing in this section affects those rights.

26. General Legal Terms

- 26.1 Governing Law and Jurisdiction: This Agreement is governed by the law of England and Wales. Subject to Section 25, both parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 26.2 Entire Agreement: These Terms of Business, together with the Schedule of Terms, constitute the entire agreement between the parties in respect of the services, and supersede all prior representations, agreements, negotiations and understandings.
- 26.3 Variations: No variation to these Terms is effective unless agreed in writing and signed by a director of Nova Care Consultants Ltd.
- 26.4 Assignment: You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. We may perform our obligations through appropriately qualified group members, associates or consultants.

- 26.5 No Waiver: Failure by either party to exercise or enforce any right under this Agreement does not constitute a waiver of that right, nor does it prevent future exercise of that right.
- 26.6 Set-Off: Neither party may set off any sums owed to them by the other against any payment due under this Agreement.
- 26.7 Severability: If any provision of this Agreement is found to be invalid, unlawful or unenforceable, it shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.
- 26.8 Third Party Rights: No third party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 26.9 Relationship of Parties: Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.
- 26.10 Notices: All formal notices under this Agreement must be in writing and delivered to the most recently notified address or email address of the relevant party. Notices sent by first-class recorded delivery are deemed received on the second Working Day after posting.
- 26.11 Counterparts: This Agreement may be signed in counterparts, each of which shall be an original.
- 26.12 Consumer Rights: Where you are a Consumer, your statutory rights under the Consumer Rights Act 2015, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and all other applicable consumer protection legislation are not affected by these Terms.
- 26.13 Timescales: Any dates or timescales stated in this Agreement are indicative only and may be varied by written agreement, unless a specific timescale has been agreed as a fixed term in the Schedule of Terms.