

Terms of Business – Nova Care Consultants Ltd

1. Introduction

Nova Care Consultants Ltd ("we/us") provides private social work, nursing and occupational therapy services to private clients, families, legal professionals and businesses across England and Wales. We are not a statutory health or social service provider and therefore charge fees for our work. Our team of consultants and associates possess the necessary skills, knowledge, and experience in our respective fields and are individually registered, regulated, and insured as health and social care professionals. We will never undertake work that exceeds the scope of our professional skill set. These Terms of Business (the contract) apply to all services we provide. By instructing us to act (whether or not you've signed the *Schedule of Terms*), you agree to be bound by these terms and the *Schedule of Terms*, which, together, outline our instructions (i.e. what you are asking us to do).

2. Key Definitions

"Agreement" - our contract with you, incorporating these terms.

"Concerned Party" – if you are not a professional or family member, we call the person we are supporting the concerned party. You may be a close friend, an attorney under a Lasting Power of Attorney, a guardian, an executor of a Will concerning the Concerned Party or someone else.

"Client/You" - the party engaging our services and responsible for payment of our invoice, whether you are the person we support or not. In most cases, you may not be the person we are supporting, so it is essential to understand that our contract is with you, not the person we are supporting or assessing.

"Confidential Information" - information disclosed between you and us and third parties in connection with our agreement.

"Data Protection Legislation" – covers the UK GDPR, Data Protection Act 2018, and related privacy laws.

"Fees" - all charges due under our agreement (which will include VAT at the Standard Rate, unless exempt).

"Services" - the professional services we provide as specified in our Schedule of Terms.

"Service Provider/We/Us" – the company Nova Care Consultants Ltd, a registered company in England and Wales. Company number: 12362493. VAT number 493569929. Registered office: Office 7, 8-9 Rodney Road, Portsmouth, PO4 8BF. We also have offices in London, Cardiff, Poole, Herefordshire and Nottinghamshire.

"Schedule of Terms" – a form which you sign to say you have read, agreed to, and accept these Terms of Business.

3. Our Obligations to You

We will provide services to you (or your client/family member/concerned party) with reasonable skill and care, meeting all UK health and social care laws connected with our practice. We will act in accordance with your reasonable instructions, provided they are compatible with our service specifications and applicable laws. We are responsible for complying with all relevant laws, codes of conduct and professional rules. We do not operate on a payment-by-results framework, which means you must allow us to act as independent health and care experts. If there is a difference of opinion regarding our assessment outcome, please refer to our complaints process. We will use reasonable endeavours to accommodate service changes, subject to agreed fee adjustments. However, there may be a fee to pay if we are cancelled at short notice, see condition 9 for full details.

4. Your Obligations to Us

You must:

- Provide all necessary information for us to deliver our services.
- Communicate clear and reasonable instructions to us.
- Provide timely decisions, approvals and communications when needed.
- Obtain any required third-party consents, licences or permissions.
- Ensure we have reasonable access to relevant locations when required.

Where you have not fulfilled your obligations, this impacts our ability to comply with ours, and reasonable fees will be charged for the time spent on your case.

5. Fees, Payment, Records and Payment Terms

- **Professional clients** (law firms, independent financial advisors, local authorities, NHS bodies): Payment within 28 days of invoice.
- **Private clients:** We ask for full advance payment to be held on account before undertaking any work.

All payments must be made to our nominated UK bank account:

- **Bank:** Monzo Bank
- **Account name:** Nova Care Consultants Ltd
- **Sort Code:** 04-00-04
- **Account number:** 60424743
- **The payment reference:** INV-XXXX (followed by your invoice number)

No set-off, withholding or deduction except as required by law. Payments due on non-business days may be made the next business day.

Fee Structure *(excluding VAT)*

Many of our services are offered as fixed-fee services (where you know what the fee is before you engage with us). In some cases, we may require payment on an hourly basis. Our hourly rates are outlined below:

- **Director Consultant:** £150/hour
- **Senior Consultant:** £120/hour
- **Consultant:** £100/hour
- **Assistant Practitioner:** £70/hour

In some cases, we may agree to charge a lower band of fee by one level (for example, a director consultant may agree to work at the senior consultant rate, the senior consultant may agree to work at the consultant rate). We may delegate work to another professional or paraprofessional under the direct supervision of a registered professional, as this allows us to offer you a more value-based service without compromising our professional standards.

We may also charge for additional activities, such as photocopying, printing, postage and travel. These fees are outlined below:

- **Travel time:** £30 per hour
- **Mileage:** 50p per mile from our office
- **Photocopying:** 10p per page
- **Postage:** £5 handling fee plus Royal Mail costs
- **Teleconference:** the full rate of the expert acting (see above)

Billing & Payment Terms

- If we charge by the hour, our time is charged in 6-minute blocks
- Any fee estimates provided are for guidance only – the actual fees owed may vary
- We reserve the right to apply a fee variation of up to 10% of the total quote, without further agreement from you.
- Monthly or annual invoicing (or annual payment for retainers) must be paid ahead of the service offered to you.
- All invoices are payable on receipt
- We accept cash payments up to £500 in our Portsmouth office only. No other office can handle cash.
- We will provide 7 days' notice for any fee schedule changes.

Late Payment

- Overdue amounts (after 28 days) may incur interest at the Bank of England base rate plus 8% monthly. We also charge a late payment fee.
- Debt recovery action may be started after 56 days if payment is not received or an alternative arrangement is not agreed in writing.
- We may retain all documents and reports until full payment is received

Third-Party Payments

We accept payment from solicitors, family members, or financial advisors. For mental capacity assessments, payment should not come from the person being assessed unless you have proper legal authority (LPA, Deputyship, etc.) and permit this charge to be made. We may verify the validity of such authorities as part of our due diligence.

Legal Aid

We offer limited Legal Aid services where applicable. We are not obligated to accept work at Legal Aid rates, and you must agree to be responsible for paying our fees if the Legal Aid Agency rejects our claim.

6. Liability, Indemnity & Insurance

We always maintain suitable public liability and professional indemnity insurance. If we fail to perform services with reasonable care and skill, we will carry out necessary remedial action at no additional cost to you.

Liability Limitations:

- Our total liability is limited to the maximum sum insured under our insurance, which is £5 million for public liability and £10 million for professional indemnity for social workers.
- We are not liable for losses resulting from your failure to follow our advice.
- We exclude liability for loss of profit, opportunity, or any consequential, indirect or special losses.
- Nothing limits our liability for death or personal injury.

Indemnities:

- We will indemnify you against costs arising from our breach of agreement.
- You will indemnify us against costs arising from damage to our equipment caused by you or your agents.
- Neither party is liable for delays due to causes beyond reasonable control.

7. Confidentiality

We will keep all Confidential Information confidential and not disclose it to third parties except:

- To our sub-contractors, suppliers, or regulatory bodies as necessary for service provision
- Where required by law
- Information that becomes public knowledge through no fault of ours.

We may require written confidentiality undertakings from third parties. These obligations continue after our agreement ends.

8. Force Majeure

Neither party is liable for failure to perform due to causes beyond reasonable control (including power failure, internet failure, industrial action, civil unrest, natural disasters, terrorism, war, illness, or government action).

If force majeure continues for the period specified in our agreement, either party may terminate with written notice.

We reserve the right to terminate without notice if continuing poses a risk of harm or damage, or due to client conduct making performance impossible.

9. Termination

Either party may terminate with 4 weeks' written notice.

Immediate Termination is permitted for:

- Non-payment after 28 business days
- Material breach unremedied after 28 days' written notice
- Insolvency, receivership, administration, or liquidation
- Cessation of business or change of control
- Violence, aggression, or threats (including reputational harm)

Termination does not affect accrued rights or remedies.

10. Effects of Termination

Upon termination:

- All outstanding amounts become immediately due
- Confidentiality obligations continue
- Each party must return Confidential Information (except as required by law)
- Neither party has further obligations except for accrued rights

11. Data Protection

We process your personal information in accordance with our Privacy Notice (available at www.novacare.org.uk) and Data Protection Legislation.

12. Cancellation of Service

- **5+ business days' notice:** No cancellation fee applies.
- **Less than 5 business days' notice:** £150 or 17.5% of full fees (whichever is greater).
- **Less than 72 hours:** 60% of full fees
- **Less than 24 hours:** 100% of fees

All cancellation fees include travel costs. If we hold an advance payment on account, we will refund you the balance within 14 days. If we cancel, you are entitled to a full or partial refund for any and all uncompleted work. We are permitted to charge for reasonable work already completed.

We understand that, at times, cancellation may be unavoidable. A director of our company reserves the right to vary any charge(s) within these terms, but such variations are at their sole discretion. If we have been able to reschedule a cancelled appointment, and we incur no loss, this is where this clause may apply. If we have lost an opportunity to work, we are unlikely to apply this variation.

13. Communication

We primarily use secure email (including NHS Mail/CJSM systems). Email is not 100% secure and could be intercepted. Please advise us immediately if you have any concerns about our email communication.

We do not generally accept text messages for security reasons, but may use WhatsApp with your agreement (office hours responses only), as this is an encrypted system of communication. Social media communication requires a written agreement, and we comply with data protection laws.

14. Intellectual Property

We retain ownership of bespoke documents, processes, terms or agreements created specifically for your business. If you require IP ownership, we reserve the right to charge a premium. Generic materials are licensed to you in perpetuity.

15. Dispute Resolution

Disputes will be resolved through:

1. **Negotiation** between appointed representatives (within 4 weeks)
2. **Alternative Dispute Resolution** in good faith (within 3 months)
3. **Arbitration** under the Arbitration Act 1996 in England and Wales

Any complaint not made to us within 3 months of the event is not subject to our dispute resolution process. Either party may seek interim injunctive relief from the courts. The final dispute resolution outcome is binding on both parties.

16. General Legal Terms

Governing Law: England and Wales

Assignment: Not permitted without written consent (we may perform obligations through group members or qualified consultants)

No Waiver: Failure to exercise rights doesn't constitute waiver

Set-Off: Neither party may set-off sums against payments due

Time: Dates are for guidance only and may be varied by agreement

Relationship: No partnership, joint venture or agency created

Non-Solicitation: Neither party may solicit the other's customers for the defined period

Third Party Rights: Contracts (Rights of Third Parties) Act 1999 does not apply

Notices: Must be in writing to the most recent notified address

Entire Agreement: These terms constitute the complete agreement

Severability: Invalid provisions don't affect the remainder

Counterparts: Agreement may be signed in separate counterpart