

# Terms of Business for Nova Care Consultants Ltd

## 1. Background

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; therefore, we charge fees for our work. Our team of consultants and associates possess all the necessary skills, knowledge and experience in their respective fields and are individually registered, regulated and insured as health and social care professionals. These Terms of Business apply to all services we provide. The *Schedule of Terms*, which outlines our instructions (i.e. what you are asking us to do), is what we have agreed to undertake. It is essential to understand that, by instructing us to act verbally or in writing (whether or not you have signed the Schedule of Terms), you agree to be bound by these terms and enter into a legally binding contract with us.

## 2. Key Definitions

**"Agreement"** - our contract with you, incorporating these terms. An agreement may be made verbally, in writing, by post or by electronic means, such as email.

**"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 is 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 tax at the Standard Rate of 20%, 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.

**"Schedule of Terms"** – a form which you sign to say you have read, agreed to, and accept these Terms of Business. This document also outlines our instructions.

## 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 in a reasonable time.
- Communicate clear and reasonable instructions to us by any agreed means, such as electronic means or by post.
- Provide timely decisions, approvals and communications, where and when needed.
- Obtain any required third-party consents, licences or permissions to enable us to discharge our duties to you.
- Ensure we have reasonable access to relevant locations, data and individuals when required.

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

## 5. Fees, Payment, Records and Payment Terms

- **Professional clients** (law firms, independent financial advisors, local authorities, NHS bodies): Payment within 1 month of invoice.
- **Private clients:** We ask for full payment before undertaking any work, and this is held on account.

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. A non-business day is a Saturday, Sunday or a recognised Bank Holiday in England and Wales only.

### **Fee Structure** *(all fees exclude VAT)*

Many of our services are offered as fixed-fee services, allowing you to know the fee upfront before engaging with us. We provide a quote for all our work before we agree to act, and we can provide it to you upon request. In some cases, we may require payment on an hourly basis, and this will be discussed with you before the formation of our Schedule of Terms. If your case is funded by Legal Aid, we shall quote work to our instructing party before agreeing to act.

If we do not provide a fixed fee service, our hourly rates shall apply, which are as follows:

- **Director:** £165 per hour
- **Senior Associate:** £135 per hour
- **Associate:** £100 per hour
- **Assistant Practitioner:** £70 per hour

In some cases, we may agree to charge a lower band of fees by one level (for example, a director consultant may agree to work at the senior associate rate).

We may delegate work to another staff member, as this allows us to offer you a value-based service without compromising our professional standards.

We may also charge for additional activities, such as photocopying, printing, postage and travel, plus mileage.

The most up-to-date rates are available for inspection on our website [www.novacare.org.uk/our-fee-pages](http://www.novacare.org.uk/our-fee-pages).

### **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 be higher or lower. We estimate with skills and care.

- We reserve the right to automatically apply a fee variation of up to 10% of the total quote, without further agreement from you, and you agree to this.
- Monthly or annual invoicing (or annual payment for retainers) must be paid ahead of the service offered to you, or no later than 28 days from the start of the service.
- All invoices are payable on receipt.
- We accept cash payments up to the value of £500.
- We will provide 7 days' notice for any fee schedule changes.

#### **Late Payment**

- Overdue amounts (after 1 month) may incur interest at the Bank of England base rate plus 8% monthly. We also charge a late payment fee, currently set at £40 for a late payment notice, which may be issued.
- 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 (i.e., a joint account with permission to use funds, a DWP Appointeeship and a best interest decision, Lasting Power of Attorney or Deputyship for Property and Financial Affairs) 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 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.
- We are not liable for losses resulting from your failure to follow our advice or our terms.
- 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 the agreement.
- You will indemnify us against costs arising from damage to our equipment caused by you or your agent(s) acting on your behalf.
- Neither party shall be liable for delays caused by events beyond reasonable control.

## **7. Confidentiality**

We will keep all Confidential Information secure 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.

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 an agreement with 14 full days' notice.

**Immediate Termination** is permitted for:

- Non-payment of fees after 1 month.
- Material breach unremedied after 1 month's written notice.
- Insolvency, receivership, administration or liquidation of the company.
- Cessation of business or change of control.
- Violence, aggression or threats to us or our staff (including reputational harm).

Termination does not affect your statutory 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 Policy (available at [www.novacare.org.uk/our-privacy-policy](http://www.novacare.org.uk/our-privacy-policy)) and Data Protection Legislation.

## 12. Cancellation of Service

- **5+ full business days' notice:** No cancellation fee applies.
- **Less than 5 business days' notice:** £175 or 15% of the full fees (whichever is greater).
- **Less than 72 hours' notice:** 50% of the full fees.
- **Less than 24 hours' notice:** 100% of the full fees.

We understand that sometimes, cancellations are unavoidable. A director of our company reserves the right to vary any charge(s) within these terms to your benefit, but such variations are at the director's 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.

All cancellation fees include travel costs and other disbursements, whether or not a loss has occurred to Us.

If we hold an advance payment on account, we will refund you any balance due within 28 days from the date of the cancellation of service.

If we cancel, you may be entitled to a full or partial refund for any and all uncompleted work. We are permitted to charge for reasonable work that has already been completed.

### 13. Communication

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

### 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 may not be 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 a separate counterpart.