

# Terms of Business for Nova Care Consultants Ltd

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# 1. Background

1.1 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 possesses 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.

1.2 The *Schedule of Terms* outlines our instructions (i.e. what we have agreed to do). 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"** – sometimes we may call this person the *client, patient, customer or service user*; this is the person with whom we shall be working for the purpose of our instruction.

**"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 1, 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

3.1 We will provide services to you (or your client/family member/concerned party) with reasonable skill and care, in accordance with all health and social care laws applicable to our practice in England and/or Wales.

3.2 We will act in accordance with your reasonable instructions, provided they are compatible with our service specifications and applicable laws and practices.

3.3 We are responsible for complying with all relevant laws, codes of conduct and professional rules.

3.4 We do not operate on a payment-by-results basis, so you must allow us to act as independent health and care experts; we do not agree an outcome for our service. If there is a difference of opinion regarding our assessment outcome, please refer to our complaints process.

3.5 We will use reasonable endeavours to accommodate service changes, subject to agreed fee adjustments. However, there may be a fee if we are cancelled at short notice; see condition 9 for full details.

## 4. Your Obligations to Us

4.1 You must:

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

4.2 Where you have not fulfilled your obligations, this affects our ability to comply with ours, and reasonable fees may be charged for the time we spend on your case or for time lost.

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

5.1 **Professional clients.** (law firms, independent financial advisors, local authorities, NHS bodies): Payment within 1 month of invoice.

5.2 For publicly funded cases (legal aid), we waive the 1 calendar payment term until the Legal Aid case has been submitted by the instructing party to the Legal Aid Agency (LAA).

5.3 We understand that this may be several months after our instruction has ended.

5.4 The instructing party accepts full responsibility for the settlement of all fees if the LAA rejects our claim.

5.5 In any case, we may seek payment if at month 9 the file has not yet been agreed, closed or settled by the LAA, and you agree to make payment from your account to Us, and retain our payment when provided to your firm by the LAA.

5.6 **Private clients.** We ask for full payment *before* undertaking any work, and this is held on account. Sometimes, we may agree to undertake the work first and invoice you at a later date.

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

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

5.8 No set-off, withholding or deduction permitted, except as required by law.

5.9 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.

5.10 **Fee Structure.** (*all fees exclude VAT*). Many of our services are offered on a fixed fee basis, so you know the fee upfront before engaging with us. We provide both estimates and quotes based on the level of engagement, urgency and complexity of the case.

5.11 Where additional work is needed beyond what was initially agreed, we shall charge our standard fees (see clause 5.14). We will confirm this with you in advance, but if you agree to fund on an hourly basis, no further agreement will be required.

5.13 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.

5.14 In the event that you do not sign the Schedule of Terms, you will be deemed to have accepted the Terms and be bound by them by accepting any of our Services.

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

- **Director/Expert:** £295 per hour
- **Senior Consultant:** £195 per hour
- **Consultant:** £150 per hour
- **Senior Associate:** £125 per hour
- **Associate:** £95 per hour

5.16 In some cases, we may agree to charge a lower band of fees by one level (for example, a consultant may agree to work at the senior associate rate). This is entirely at the discretion of the named practitioner and is not a guarantee. We may agree on this in part or in full.

5.17 We may delegate some administrative work to another staff member, as this allows us to offer you a value-based service without compromising our professional standards. All work remains supervised by a qualified practitioner. All practitioners are supervised by a director.

5.18 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). This can change from time to time, but we aim to make no more than two changes in any rolling 12-month period.

5.19 We may agree to work at the rate set by the Legal Aid Agency; in this case, their fee structure shall apply, provided we accept those fees. A special note shall be annotated to your Schedule of Terms.

## 5.20 **Billing & Payment Terms**

- a. If we agree on a fixed-fee service, this will be the price you pay
- b. If we charge by the hour, our time is charged in 6-minute blocks
- c. Any fee estimates provided are for guidance only – the actual fees owed may be higher or lower. We estimate with skills and care.
- d. Other than fixed fee services, we reserve the right to work up to 5% of the total fee, without further agreement from you, and you agree to this.
- e. Monthly or annual invoicing (or annual payment for retainers) must be paid ahead of the service offered to you, or no later than 1 calendar month from the start of the service.
- f. We can accept cash payments up to the value of £500 but prefer non-cash transactions.
- g. Cheques are accepted, but incur a £10 administration fee, as we have to send cheques to our bank by mail, which is sent first class recorded delivery.
- h. We will provide you with 7 days' notice for any fee schedule changes.

## 5.21 Late Payment

- a. Overdue invoices (after 1 month) may incur interest at the Bank of England base rate plus 8% per annum. We also charge a late payment fee, currently set at £50 for a late payment notice, which may be issued.
- b. Debt recovery action may be started after 56 days if payment is not received or an alternative arrangement is not agreed in writing with a director.
- c. We may retain all documents and reports until full payment is received

**5.22 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.

**5.23 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. We only work at the risk expert rate in line with the remuneration guidance.

## 6. Liability, Indemnity & Insurance

6.1 We maintain suitable public liability and professional indemnity insurance.

6.2 If we fail to perform the services with reasonable care and skill, we will take the necessary remedial action at no additional cost to you.

### 6.3 Liability Limitations:

- a. 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.
- b. We are not liable for losses resulting from your failure to follow our advice or our terms.
- c. We exclude liability for loss of profit, opportunity, or any consequential, indirect or special losses.
- d. Nothing limits our liability for death or personal injury.

### 6.4 Indemnities:

- a. We will indemnify you against costs arising from our breach of the agreement.
- b. You will indemnify us against costs arising from damage to our equipment caused by you or your agent(s) acting on your behalf.
- c. Neither party shall be liable for delays caused by events beyond reasonable control.

## 7. Confidentiality

7.1 We will keep all confidential information secure and not disclose it to third parties except:

- a. To our sub-contractors, suppliers, or regulatory bodies as necessary for service provision or inspection.
- b. Where required by law.
- c. Information that becomes public knowledge.

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

## 8. Force Majeure

8.1 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).

8.2 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

9.1 Either party may terminate an agreement with 14 full days' notice. To exercise the right to cancel, you must inform us by writing. You can email [info@novacare.org.uk](mailto:info@novacare.org.uk), or make a clear statement (e.g. a letter sent by post or email) of your decision to cancel this contract. You may use the model cancellation form below, but it is not obligatory.

### 9.2 Template Cancellation Form

*To Nova Care Consultants Ltd*

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*].*

*Name of consumer(s), Address of consumer(s),*

*Signature of consumer(s) (only if this form is notified on paper),*

*Date*

*[\*] Delete as appropriate*

9.3 **Immediate Termination** is permitted for:

- a. Non-payment of fees after 1 month.
- b. Material breach unremedied after 1 month's written notice.
- c. Insolvency, receivership, administration or liquidation of the company.
- d. Cessation of business or change of control.

- e. Violence, aggression or threats to us or our staff (including reputational harm).

9.4 Termination does not affect your statutory rights or remedies.

## 10. Effects of Termination

10.1 Upon termination:

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

## 11. Data Protection and Outsourcing

11.1 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.

11.2 Due to the nature of our work, we may sometimes work outside the UK, EU or the EEA. We have in place a licence with the Information Commissioner's Office, and working agreement under Article 46 of the UK GDPR to safeguard and protect your data when using, storing, accessing, downloading, uploading, updating and maintaining your records on our systems, which may be stored outside the UK, EU, EEA.

11.3 If your data is transferred outside the UK, EU or EEA, we have a secure system in place and shall only use encrypted methods of sharing your data, as permitted under the international data transfer agreement, under section 119A of the Data Protection Act 2018.

11.4 Occasionally, we may use external companies or staff to provide additional administrative support (e.g., typing or general administration). Where we do so, we will always seek a confidentiality agreement with them, and where required, a risk assessment under Article 46 of the UK GDPR.

11.5 We may, in serious cases, need to breach confidentiality, where there is a risk to life or risk of property, which we know about, and such breaches may be required to protect life or property. We shall, where practicable, always discuss this with you beforehand, but in emergency cases, this may not be possible.

## 12. Cancellation of Service

12.1 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.

12.2 If we have been able to reschedule a cancelled appointment at short notice, and we incur no loss (i.e. no loss of earnings or opportunity to earn), we may not apply any fee for this. If we have lost an opportunity to work, we are unlikely to apply this variation.

12.3 We shall apply the following schedule of cancellation fees:

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

12.4 All cancellation fees include travel costs and other disbursements.

12.5 If we hold an advance payment on account, we shall take the fee from this and seek reimbursement from you for any and all outstanding fees.

12.6 If the service is cancelled, we will refund you any balance due within 28 days from the date of the cancellation of the service, minus any cancellation fee.

12.7 If we cancel, you may be entitled to a full or partial refund for any and all uncompleted work.

12.8 Notwithstanding any of the above, we are permitted to charge for reasonable work that has already been completed or commenced.

12.9 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply where you have instructed us. In such cases, you may have the right to withdraw, without charge, within 14 working days of the date on which you asked us to act for you. However, if we start any work within 14 days, your right to cancel remains, but we will charge for any and all work undertaken.

## 13. Communication

13.1 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

14.1 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

15.1 Disputes will be resolved through:

- a. **Negotiation** between appointed representatives (within 4 weeks)
- b. **Alternative Dispute Resolution** acting in good faith (within 3 months)
- c. **Arbitration** under the Arbitration Act 1996 in England and Wales

15.2 Any complaint not made to us within 3 months of the event may not be subject to our dispute resolution process.

15.3 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.