**THIS AGREEMENT is** made this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_.

**BETWEEN** HUMUCARE & CLEANSING LTD AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CLIENT (which expression shall where the context so admit includes his heirs, agents, servants, privies, executors, administrators, personal representatives, successors-in-title, and all those claiming title under him howsoever described)

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CITY STATE ZIP

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HOME PHONE CELL OTHERS

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EMERGENCY CONTACT(S) NAME AND RELATIONSHIP

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ALTERNATIVE NO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **DEFINITION SECTION**

In this term the following definition applies:

1. **HUMUCARE & CLEANING LTD** - is a registered Agency that provides caregiving and cleaning service and also supply companies and individual with cleaning operatives, care support workers and teaching assistant in and around West Midlands.
2. **CANCELLATION FEE** - Means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer.
3. **CANDIDATE** - Means the person Introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff;
4. **DATA PROTECTION LAWS** - Means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data
5. **ENGAGEMENT** - Means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
6. **INTRODUCTION** - Means
7. the passing to the Client of a curriculum vitæ or information which identifies the Candidate or
8. the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly;
9. **INTRODUCTION FEE** - Means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
10. **LOSSES** - Means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
11. **REMUNERATION** - includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount of will be added to the salary in order to calculate the Agency’s fee;
12. **REPLACEMENT CANDIDATE** - means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first [12] weeks of the Engagement
13. **VULNERABLE PERSON** means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.

The headings contained in these Terms are for convenience only and do not affect their interpretation.

1. **CONTRACT**

These terms of business and the attached Schedule(s) (“the Terms”) constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.

These Terms contain the entire agreement between the parties’ terms of business or purchase conditions (or similar) put forward by the Client and unless otherwise agreed in writing by a director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the client

No variation alteration to these Terms shall be valid unless the details of such variation are agreed between a director the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

1. **NOTIFICATION AND FEES**

The Client agrees to: notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;

notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and pay the Introduction Fee;

The Introduction is payable if the Client Engages the Candidate within the period of 6 calendar months from the date of (a) the Introduction, (b) the Client’s withdrawal of an offer of Engagement or (c) the Candidate’s rejection of an offer of an Engagement, (whichever is the later).

The Introduction Fee shall be payable within 30 days of the date of the Agency’s invoice which shall be rendered once the Candidate commences the Engagement

The Introduction Fee is the amount equal to 15 % of the Remuneration applicable during the first 12 months of the Engagement.

Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.

The Client’s obligations under this clause shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

VAT is charged at the standard rate on all fees.

The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Agency a Cancellation Fee of 30% of the Agency fee, and the remuneration fee of the candidate in full;

If the candidate has render service(s) to the client prior to an offer of Engagement made to the Candidate, the client decides for any reason to withdraw it, the client shall be liable to pay the full remuneration of the candidate

1. **REFUNDS**

If, after an offer has been made and accepted, the Engagement;

does not commence because the Candidate withdraws their acceptance; or

once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 12 weeks from the date of commencement of the Engagement; then subject to the terms of clause 4.1 the Agency will refund 50% of the Introduction Fee.

the Client must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement; and

the Client must exclusively give the Agency 4 weeks from the date of the notice of non-commencement or termination in which to find one suitable Replacement Candidate based on the original specification given for the position the Client is seeking to fill. If after 4 weeks from the date of the notice no suitable Replacement Candidate can be found, the Client will then be eligible for a refund.

For the purposes of this clause the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice whichever is the later.

In circumstances where clause 3.3 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.

If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 6 calendar months from the date of termination, then the refund shall relation to the re-Engagement of this Candidate.

1. **INTRODUCTIONS TO THIRD PARTIES**

Introductions of Candidates are confidential. If a client discloses a Candidate’s details to a third party, that will be deemed to be a “Third Party Introduction”. If that Third Party Introduction results in an Engagement of the Candidate by the third party within 6 months of the Agency’s Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

1. **SPONSORSHIP OF CANDIDATE**

If an introduced candidate is sponsored from outside the shores of United Kingdom by the client to be engaged in providing caregiving service in United Kingdom, the candidate is liable to pay an introduction fee of 1000 pounds to the Agency but; If the introduced Candidate sponsor themselves to United Kingdom to be engaged in providing services to the client, the client is liable to pay the Agency 2000 pound

Sponsored candidate should be well respected, provides with a condusive working environment, enjoy equal rights and treatment as that of a caregiver in the United kingdom without any form of discrimination on the basis of their colour, race, sex, size, height and looks

Good and condusive accommodation should be provided for all sponsored candidate and if not, immediate communication should be made to the agency stating otherwise and reasons. Proper training should be provided by the sponsor to the care where applicable

Where there are no full compliance and complaint are lodged with the Agency by the caregiver, proper investigation will be carried on; reports will be made to appropriate authority and legal action taken when necessary.

1. **SUITABILITY CHECKS**

The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:

Ensure that it would not be detrimental to the interests of either the Client or the Candidate;

Ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;

Confirm that the Candidate is willing to work in the position

Notwithstanding clause 6.1 the Client must satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:

taking up any references provided by the Candidate before Engaging the Candidate;

checking the Candidate’s right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;

the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and

satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

To enable the Agency to comply with its obligations under clause 6.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:

the type of work that the Candidate would be required to do;

the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;

any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

the date the Client requires the Candidate to commence the Engagement;

the duration or likely duration of the Engagement;

the minimum rate of Remuneration, expenses and any other benefits that would be offered;

the intervals of payment of Remuneration;

and the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.

Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Agency shall, in addition to the obligations in clause 6.1, take reasonably practicable steps to:

obtain confirmation of the Candidate’s identity;

obtain confirmation that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and

obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any even

1. **CANCELLATION**

Cancellations may be without charge done within 24 hours in advance of a scheduled visit booked within 48hour and within 1hour in advance of a schedule visit booked within 24 hours and then within 15 minutes in advance of schedule visit booked within 1-5 hours

When are caregiver have arrived before cancellation is done, have the renumeration fee have the be paid.

We reserve the right to charge for a scheduled visit if insufficient notice is not given. In the event that a referred caregiver fails to arrive at the care recipient’s home, we will make every effort to find a replacement as quickly as possible. If a replacement is not found or if the caregiver alters the predetermined weekly schedule in some way, we will adjust the amount that you are billed accordingly.

1. **TERMINATION**

Either “Patient” or “Agency” may terminate this agreement upon 4 (4) calendar-week’s written notice to the other party. If either party terminates this Agreement, all fees due at time of termination will be due and payable by you immediately. We will immediately refund any prepaid fees. Exception to the four weeks’ notice provision would include:

1. When care needs undergo a change which necessitates transfer to a higher level of care.

b. When there is documented non-compliance of the Care Plan or Service Agreement (including, non-payment of justified charges).

c. When the activities or circumstances in the home jeopardize the welfare and safety of the home health aide. Patient or patient’s representative shall have the right to appeal the discharge decision during the four weeks’ notice period and will be notified of this in the discharge statement. The Appeal panel will be led by the Director of Care Services and include both the Supervisor and Caregiver. The panel will review the patient file with the patient or patient’s’s representative. The Director of Care Services decision is final.

1. **LIGHT HOUSE KEEPING DEFINED:**

The caregiver employee is not required to provide a general housekeeping service. Typical “light” housekeeping tasks to be provided by the caregiver employee would include: tidying up of rooms in which the care recipient spends his/her time (bedroom, living room, kitchen), washing dishes after meals (wiping spills on sink or floor, “spot cleaning”), sweeping kitchen floor when needed, passing the vacuum in rooms used by care recipient, tidying bathrooms after use by care recipient (rinsing tub or shower after use, wiping spills on sink or floor). It is recommended that you hire an independent cleaning service for tasks such as scrubbing floors in kitchen and bathrooms, window or mirror washing, dusting behind and under furniture, drape cleaning and heavy laundry. Caregiver employee should be always be respected.

1. **TRANSPORTATION**

Requested transportation services should be outlined in your Care Plan. A vehicle is not to be driven by the caregiver employee without prior written authorization from the patient to the agency. Humuscare & cleaning insurance does not cover loss or damage caused by employees operating the patient’s owner or leased vehicle. The patient accepts full responsibility for any and all claims. If an employee of the Agency transports a patient in their own vehicle, company vehicle or the patient’s vehicle, the patient will release the Agency and/or that employee from all liability should an injury or accident occur. If the agency employee drives her/his own vehicle in order to perform services to the patient, the patient will be billed at $0.57 per mile (passed along in full to the caregiver). It is also your responsibility to pay for or reimburse the caregiver directly for any expenses incurred in the course of providing services, such as tolls and parking, and the cost of food or entertainment undertaken as part of services. If the caregiver drives to your residence, a space safe from towing must be provided. If meters are to be used, then the caregiver must be allowed time to feed the meter at appropriate intervals. Such reimbursable expenses will be claimed by the caregiver and included in regular invoices

1. **INSURANCE**

We will maintain worker’s compensation insurance coverage for any and all referred caregivers, and they will be bonded. In good faith, you agree to maintain homeowner’s insurance, medical insurance and/or other coverage as may be necessary to provide protection for the care recipient.

1. **SEVERE/BAD WEATHER.**

In severe weather, we may determine it is not safe for our Home Care Workers to travel and provide services to your home that day and may have to cancel that day’s service. When this occurs, we will notify you and reschedule. We appreciate your understanding regarding this matter.

1. **SUPPLIES AND EQUIPMENTS**

You are responsible for supplying all supplies (i.e., cleaning, personal care etc. including latex gloves needed for the safe execution of any kind of personal care) and equipment which may be necessary in the provision of services. Extra charges will apply if the Agency provides the supplies and/or equipment

1. **INTELLECTUAL PROPERTY RIGHTS**

The Client agrees that JS Recruitment UK Ltd may use the Client’s logo and/or trademark on its websites and any advertising or marketing material JS Recruitment UK Ltd may produce from time to time for the purpose only of stating that the Client is a client of JS Recruitment UK Ltd.

1. **CONFIDENTIALITY AND DATA PROTECTION**

All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition, information relating to the Agency’s business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

1. **LIABILITY**

The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of, these Terms by the Client

1. **NOTICES**

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

18. **SEVERABILITY**

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

1. **GOVERNING LAW AND JURISDICTION**

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Name of Client\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of Humucare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_