

## ACCEPTANCE FORM

**I have read and accept the Terms & Conditions (on page 15) of Delta Nursing Agency Ltd and the commission rate as stated on the rates leaflet.**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Trading Name:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_ **Number Of Beds:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Shift Times /Paid and Unpaid Breaks:** \_\_\_\_\_

**Proprietor/Owner/s:** \_\_\_\_\_

**Corporate HQ Address (if different from above):** \_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Invoice Contact Person:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date:** \_\_\_\_\_

## TERMS AND CONDITIONS (TEMPORARY NURSES AND CARERS)

1. These Terms and Conditions are between Delta Nursing Agency ("The Agency") and the Employer client ("The Client") and its accepted by the client by virtue of an engagement and signing the nurse/carer time sheet introduced by the Agency.

### Definitions

a. Through the agreement the words Client, You, Your means the Hospital or Nursing Homes or its representative authorised to sign trade documents on behalf of the client where we send staff to work.

b. The trade documents mentioned here include Delta time sheets, acceptance form, etc. These documents may vary from time to time.

c. The word "our", "we" or "us" refer to Delta Nursing Agency Ltd.

2. Agreement. We agree to provide and supply you with staff cover for use as specified at the time of booking.

3. Each time you that request for staff covers from Delta you will be required to sign the time sheet. If for some reason you do not sign the timesheet but allow the staff to work for your Hospital/Nursing Home, you will still be charged for the hours the Nurse/Carer was with you. Staff cover facility will be withdrawn if subsequent staff orders result in you exceeding your credit limit, as defined below.

4. Credit limit -The credit limit is the sum specified on the front of your offer letter containing our rates. This limit may vary from time to time and notification will be given to you of such changes.

5. Statements. You will be sent monthly statements detailing all items charged to your Hospital/Nursing Home. You will be required to pay the full balance shown on the statement by the 10th day of the month following statement date. You are liable to a handling fee of £25 if any cheque or other remittance is not honoured on presentation. Any account, which remains outstanding after this date, will be put on hold until such time as the outstanding balance is paid. In addition any other sum due to us will become payable in full immediately irrespective of the terms contained earlier in this clause. We reserve the right to charge interest at 4% above Barclay Bank rate on accounts, which are unpaid after 60 days from the invoice date.

6. Payments. Payments will only be acknowledged to have been made when received by us and credited to your account. Payment will be applied first in payments of all interest shown on the latest and previous statements.

7. If within six months of the introduction to you of the temporary Nurse/Carer or the completion by the temporary Nurse/Carer of his/her assignments with you (whichever is the latter) you agree to engage or make use of the temporary Nurse/Carer in any capacity we will charge you an inducory fee if you engage directly or indirectly our member before six months after working for you through us, you will be liable for an introduction fee of £3609.60 for RGN and £2481.60 for a Carer including VAT. This fee will apply even if you decide to terminate the employment of staff because we are making a claim for an introduction fee.

8. The Agency guarantees that all staff supplied by Delta have been interviewed by qualified personnel and references have been taken up and every effort is made to ensure that staff supplied are of good standard of competence and integrity. At the time of booking, the client will specify the grade, experience and qualification of the staff required.

9. The charge made for the services of the temporary Nurse/Carer will be in accordance with the scale of charges advised to you at the time of booking. The charge will consist of temporary Nurse/Carers pay, VAT at the current rate arising on our commission and Employer's National Insurance contributions. These charges might vary from time to time after reasonable notice had been given.

10. You are responsible for providing adequate Insurance whilst the temporary Nurse/Carer is under your direction and control to the extent that any temporary Nurse/Carer and ourselves have benefit of coverage for any liability which arises. The temporary Nurse/Carer is deemed to be under your direction and control for the duration of her/his assignments.

11. You are responsible for complying with the provisions of the Offices, Shops, and Railway Premises Act 1963. The Health and Safety at Work Act 1974 and any regulations made under these acts and you will be solely responsible for any liability arising thereunder and indemnify Delta and/or temporary Nurse/ Carer against any liability, loss or damage whatsoever arising thereunder in connection with the assignments of the temporary Nurse/Carer.

12. The client is responsible for the supervision and control of the Nurse/Carer supplied for the duration of the assignment. In the event that a Nurse proves to be unsatisfactory and the booking is more than seven hours, the Agency may reduce or cancel the charge for the time worked by the Nurse/Carer, provided that the Nurse/Carer leaves the assignment within two hours and that notification is given by phone to the Agency and is confirmed in writing by the client within 24 hours.

13. Where the services of the temporary Nurse/Carer are to be used in a residential capacity, board and lodging charges should be negotiated separately with the temporary Nurse/Carer.

14. Under normal circumstances the services of the temporary Nurse/Carer engaged for private Nursing must not be used for more than eight consecutive hours (day duty) or twelve consecutive hours (night duty) in any period of 24 hours and must have not less than an hour break during such 8 or 12 hours period.

15. No variation in these terms of business is valid unless confirmed in writing by a Director of Delta Nursing Agency Ltd.

16. Although every effort is made to select only Nurse/Carer with the best qualities and abilities we cannot accept any liability whatsoever whether direct, contingent or consequential for any costs, claims, damages, demands or expenses in connection with the introduction of any Nurse whether arising from any failure to provide Nurse/Carer or none - attendance of a Nurse or from the negligence, dishonest, misconduct or lack of skill or incompetence of a nurse from any other cause whatsoever.

17. Public holiday rates apply on all statutory public holidays midnight to midnight. In addition, public holiday rates will apply from 6pm on Christmas Eve and New Year Eve.