

# **Teloepa MSL Terms & Conditions**

## **1. GENERAL**

A Managed Services Agreement means the agreed Terms of Business between the Client, Teloepa MSL and a third party company.

If either party requires to terminate the Agreement, three months notice is required to do so. This may be agreed following a minuted meeting outlining the reasons why the relationship has broken down. If after following the correct investigation procedure it proves to be as a result of one of Teloepa MSL Supplier/Resource companies, Teloepa MSL in the first instance reserves the right to retain the services of the remaining Supplier/Resource Companies under the agreement until renewal date.

Teloepa MSL must be kept informed of any incidents or concerns the Client may have of any of the Supplier/Resource Companies.

For the avoidance of doubt; Client means the Company requesting the Service. Service User means the person requesting the Service. Member, Resource, Supplier, Sub Contractor means the Company providing the Service.

## **2. SERVICES**

Any extensions or specifics to services, in addition to and as outlined, must show as an Appendix to the specific Client Managed Service Agreement which includes Terms and Conditions of Business.

## **3. DOWN TIME**

Client, Member, Service User accepts that whilst every provision is taken to exclude down time, Teloepa MSL does not accept responsibility for power outage, unforeseen technical or force major problems, causing possible financial difficulties. Teloepa MSL offers the assurance that every effort is made to correct any incidentals as swiftly as possible. Verbal communication and/or faxing is accepted during any problem period providing that the system input is caught up at the earliest possible moment thereafter by all parties.

## **4. LIABILITY**

Teloepa MSL excludes liability for any information being misread, misinterpreted or misunderstood.

## **5. NURSING, CARE AND DOMICILIARY PROVISION**

Clients will be assured of the utmost quality of Nursing, Care and Domiciliary provision. Agency Suppliers will be subject to continuous and rigorous checking procedures of staffing protocol. Controlled Services will deliver the most conscientious, high level service provided in the UK.

Teloepa Managed Services Limited will monitor the provision of all Personnel Services administered through the on line system and is not restricted to the Nursing, Care and Domiciliary operations. Teloepa MSL will liaise with both the Client and Supplier/Resource for feedback as a continuous process.

## **6. PROVISION OF SUPPORT WORKERS**

The Client/Service User/Resource/Supplier accepts that if the worker is instructed to accompany an individual/patient/resident outside the environments establishment as part of their temporary assignment, the Client/Service user remains wholly responsible for all acts, occurrences and or incidents whilst accompanying the individual as instructed by the Client/Service user. Teloepa MSL liability clause applies without exception.

## **7. IT**

System Maintenance may only be provided with a Maintenance Agreement provided and signed as a separate document relating and according to the specific needs of the Client by Teloepa Managed Services Limited.

Provision of IT works as contracted is gained through best provision, best price considered but not the main objective.

Liability of works in progress solely rests with the Contractor and during the Guarantee period.

## **8. PERSONNEL**

Temporary Workers are engaged by the sub contracted Employment Business under Contracts for Services.

They are deemed to be under the supervision, direction and control of the on site Client/Service, End User, immediately they report to take up their duties and for the duration of the Assignment. The on site Client/Service End User agrees to be responsible for all acts, errors or omission of the Temporary Worker, whether wilful, negligent or otherwise.

The Client/Service User will also comply in all respects with all statutes, including Working Time Regulations, By-laws, Codes of Practice and Legal requirements to which the Client/Service User is subject in respect of its own Staff. The Client/Service User must also provide adequate Employer's and Public Liability Insurance cover during all assignments and shall advise Telopea MSL of any special Health & Safety requirements.

The Client will assist Telopea MSL to comply with the Working Time Regulations and notify the selected Employment Business and Telopea MSL previous to the commencement of that week should the Temporary Worker be required to work in excess of 48 hours. The Client shall indemnify Telopea MSL against any costs, claims or liabilities incurred arising out of any Assignment and/or as a result of breach of these Terms & Conditions by the Client or the Supplier/Resource business.

## **9. TERMINATION**

Should the Client deem the services of the Temporary Worker provided by the Supplier/Resource unsatisfactory, the Client may terminate the Assignment directly with the Temporary Worker or by instructing Telopea MSL to make arrangements to remove the Temporary Worker immediately, providing the assignment terminates within 4 hours of the Temporary Worker commencing.

## **10. LIABILITY**

Telopea MSL is not liable for any loss, expense, damage or delay arising from failure to provide its selected contracted temporary services or from negligence, dishonesty, lack of skill or misconduct of any Temporary Worker. Telopea MSL does not exclude liability for death or personal injury arising from its own negligence.

## **11. HEALTH & SAFETY**

Telopea MSL expects both Client and the Supplier/Resource business to adhere to guidelines according to the Health and Safety at Work Act 1974. It is the policy of Telopea MSL to ensure that as far as reasonably practicable, responsibilities for Health and Safety are properly assigned, accepted and fulfilled at all levels. Telopea MSL do not take responsibility for any lack of Health and Safety provision, notification or interpretation by the Client, Service User, Resource or Supplier. The Liability clause as stated above applies without exception.

Telopea MSL insists the Supplier/Resource contracted business instructs every employee to take reasonable steps for the Health and Safety of themselves and others who may be affected. All accidents and dangerous occurrences must be notified immediately to Telopea MSL Head Office. All accidents causing injury and dangerous occurrences will be notified in accordance with RIDDOR, COSHH, LOLER and PUWER regulations to be followed at all times.

## **12. PROCESS**

Telopea MSL will receive a request for works via the Telopea MSL on line data base and by no other method. Requests or communications may also be backed up with emails, faxes or telephone methods but the request in as much detail as possible must be logged on the system. It is the Client's responsibility to do this and there is no exception to this ruling.

In some situations it will be necessary for the chosen Resource to visit the potential Client's request on site for works directly but in consequence the Resource must provide the quotation via the on line Management Data Base there is no exception to this ruling and Telopea MSL cannot guarantee acceptance from the Client.

Every subsequent new but related provision must be placed through Telopea MSL on line data base and must continue to meet Telopea MSL standards and approval. All maintenance requests must be communicated through Telopea MSL on line data base provision. All requested works accepted from a Quotation must have an order number which must be given by the Client via Telopea MSL on line data base, or in some situations in the form of email or via a proven agreed ordering system.

All orders for works must be communicated via Telopea MSL on line provision no exception is tolerated; failure of either party to do this will result in a breakdown of official communication.

Any concerns by either the Client or the Resource must be communicated to Telopea MSL within 48 hours of the development of any problem or query arising.

Telopea MSL reserve the right to implement another proven contractor to conclude, correct or complete any such works in the event of an unsatisfactory situation arising. The additional cost, if proven to be the fault of a Telopea MSL Supplied Resource, will be borne by the Supplier/Resource who originally carried out the works and will be deemed as proven unsatisfactory.

### **13. PAYMENT**

Any delays in payment by the Client of any invoices to the Supplier/Resource companies may result in the removal of Telopea MSL's services in its entirety.

The Client will receive all invoices directly from the Supplier/Resource. The pricing will be as agreed on the Telopea MSL on line system and from no other provider, partner or third party. Failure of a Supplier/Resource in quoting the Telopea MSL ID number on its independent generated invoice may result in non-payment by the Telopea MSL Client. Supplier/Resource invoices must be paid by the Telopea MSL Client within 30 days.

The invoicing procedure will be plus 10% Service Charge by Telopea MSL to the Client as agreed on commencement of the Agreement.

### **14. BROKERAGE**

Brokering and Savings of any monies on behalf of the Client or Service User that is not the money of the Telopea MSL Business will be maintained in an independent account which does not form part of the Telopea Business.

Accounts, balances and transactions will be administered by Telopea MSL and audited by independent accountants and independence maintained by Nat West Bank.

### **15. SECURITY, INSURANCE, CRIMINAL RECORD CHECKS**

Public and Liability Insurance will be covered by the Supplier/Resource and a checking procedure will ensure the Supplier/Resource Insurance cover is in date.

Telopea MSL Insurance cover will not be broken during renewal dates and remain in force at all times.

Reference, CRB checking where appropriate and Security checking will be at the highest level at all times.

All mandatory care training will be in-date without exception.

### **16. LIQUIDATION**

Telopea MSL are not responsible for any acts, omissions, neglect or payment of invoices, in respect of any Company forced into liquidation or by going into Receivership or Voluntary Liquidation.

### **17. COMPLIANCE**

All Contractors and Providers of Services to Telopea MSL must comply with latest Government

enforced Standards and comply at all times with Government Guidelines.

## **18. MEMBERS**

Members will only be offered work after payment of Telopea MSL's Annual Membership Fee and Compliance Checks have been approved.

Members must only accept works that are within the remit and skill of their trade and known provision of expertise.

Contracted Members must be competent in skill and knowledge to trade adhering to expected compliances and behave responsibly on site according to Health and Safety Guidelines and these Terms and Conditions of Business.

No exception to unsafe working practices will be tolerated and any fines gained through non compliant working practice will be the sole responsibility of the said contractor and/or sub contractor.

The approved Contractor must not Sub-Contract without the written approval and knowledge of Telopea MSL.

Continuous checks will be carried out by Telopea MSL on each and every Contractor. Telopea MSL excludes liability and blame for the named Contractor and/or Sub Contractors non-compliance, causing accidental death or injury.

## **19. CLIENT**

The Client accepts Telopea MSL Terms of Business in addition to the specific signed Client Agreement and assumes the responsibility on site for safe working conditions, site supervision, adhering to WTR; reporting, recording and supplying correct information to Telopea MSL on the Telopea MSL on line information system.

## **20. DATA PROTECTION**

All Personnel Information and Client Confidential Information will be handled and dealt with correctly. Information is collected, recorded and used and whether it is on paper, in computer records or recorded by any other means, Telopea MSL have put in place safeguards in compliance and within the Data Protection Act to ensure this.

Telopea MSL regards the lawful and correct treatment of personnel information as very important to its successful operations and to maintaining confidence between the Company and those with whom it carries out business. The Company will ensure that it treats personal information lawfully and correctly.

To this end Telopea MSL fully endorses and adheres to the principles of Data Protection as set out in the Data Protection Act 1998.

## **21. TELOPEA MSL ON-LINE SYSTEM**

The Telopea MSL on line system remains the property of Telopea Managed Services Limited. The Data Base must not be copied or reinterpreted under any other name or under any circumstances. Telopea MSL Date Base construction and Terms and Conditions are subject to Copyright Rules and interpretations.