

**Ref:**

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**HEMOCARE'S COPY**

Associate's  
Terms & Conditions  
of Trading with:



**0870 607 0908**

The Terms and Conditions included herewith are compatible with  
Commercial Law in England & Wales.

## 1. DEFINITIONS

Homecare	the service provided by HDSS LIMITED (details below) including any staff employed directly or indirectly
Associate	the sole trader, partnership or company contracting its services to homecare (details below) including any staff employed directly or indirectly
Customer	the private home-owner, or business, or public organisation to whom homecare sells its services
Job	a service defined and sold by homecare and delivered by an Associate, including but not limited to time and materials and other products

## 2 THE AGREEMENT

2.1 This document sets out the agreed ways of working and Terms & Conditions of Trading between:

**HDSS LIMITED**, the **homecare** service provider operating from **102 Lovell House, Birchwood Park, Warrington, Cheshire, WA3 6AT** (telephone number: **0870 607 0908**) registered in England number **03422404** with registered address as 1 Common Lane, Culcheth, Warrington, Cheshire, WA3 4EH and whose primary business activity is the provision of services to homes, gardens and other buildings, AND

\_\_\_\_\_ (the  
"Associate") who is a sole trader / partnership / limited company / public company (delete as appropriate), operating from (full address) \_\_\_\_\_  
\_\_\_\_\_ and providing services such  
as \_\_\_\_\_ and registered with  
\_\_\_\_\_ (trade association) registration no: \_\_\_\_\_ and  
effective from (date) \_\_\_\_/\_\_\_\_/\_\_\_\_.

## 3 METHOD OF OPERATION

- 3.1 Homecare agrees to offer jobs from time to time to the Associate who in turn agrees to undertake jobs offered by homecare and acknowledges that homecare owns such work, as well as the primary relationship with the customer
- 3.2 Associate agrees to carry out the job with all reasonable skill and care expected from both the customer and the appropriate trade/industry association within a reasonable period of time.

- 3.3 homecare acknowledges that it has considered the Associate to be appropriate to carry out jobs as detailed on the basis of the information provided by the Associate and that
- 3.3.1 the Associate can tell this to others, be it customers not owned by homecare and other parties
  - 3.3.2 the Associate cannot use this assertion and/or homecare's logo for the purposes of advertising or in any document, without the written permission of homecare
- 3.4 homecare acknowledges the right of the Associate to accept or decline jobs offered. Following Acceptance:
- 3.4.1 Associate is bound by this agreement to complete the job and not cancel, part-complete, postpone or re-arrange the job with the Customer, without prior agreement with homecare
  - 3.4.2 the Associate agrees to keep homecare informed of progress periodically, including but not limited to: arrival to site, commencement of the job and completion of the job
  - 3.4.3 the Associate agrees to tell the Customer to pay homecare and will not solicit payment in part or in full, by the way of cash, cheque or in exchange for other goods or services from the Customer, unless specifically agreed by homecare, in writing
  - 3.4.4 The Associate agrees to show the customer the homecare ID card at the first meeting with the Customer (provided it has been issued by homecare) and must have it available for inspection at all times, whilst at customers premises – Customer will be told to refuse entry / access to their premises, unless verbally authorised by homecare and subject to security checks undertaken over the telephone
  - 3.4.5 the Associate will assess upon arrival that the job is as described by the customer and homecare and that it can be completed as quoted (i.e. time and materials). If the job cannot be completed as quoted:
    - 3.4.5.1 the Associate will explain this to the customer and homecare to reach mutual agreement and for a homecare price to be re-quoted, if necessary.
  - 3.4.6 Failure to complete the job as prescribed within 150% of the proposed allocated time – or revised allocated time as per 3.4.5 above – will result in one of the following at homecare's discretion
    - 3.4.6.1 a reduction of the fee due to the Associate to be assessed at homecare's discretion on a percentage basis;
    - 3.4.6.2 the Associate being removed from the job. Any monies owed to the Associate in respect of the job will be off set against any further costs incurred by homecare in completing the job in accordance with the Customers expectations.
  - 3.4.7 the Associate agrees to obtain Customer signature and any relevant comments upon completion of each job, maintain adequate records and provide such signature and comments to homecare upon request
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- 3.5 homecare reserves the right to keep a 'preferred Associates list' ranking Associates based on Customer feed back for certain jobs or categories of jobs:
- 3.5.1 the Associate reserves the right to request positioning on such list
  - 3.5.2 the Associate can request to be upgraded / down graded on such lists, dependent on whether the jobs or categories of jobs are desirable or not desirable by the Associate.
- 3.6 Invitation to view a prospective job and provide an estimate is not a guarantee that the job will be given to the Associate
- 3.6.1 the Associate will not provide the customer with a 'direct' quotation, whether or not requested by the Customer
  - 3.6.2 the Associate will not pass the details of the Customer to any other tradesperson or company or provide the Customer with details of other tradesmen

#### **4 CANCELLATIONS**

- 4.1 homecare reserves the right to cancel a job at any time whether at the customer's request or otherwise, but
- 4.1.1 if the job has already started, homecare will pay the Associate the relevant proportion of the agreed price.
  - 4.1.2 Homecare agrees to notify the Associate 24 hours prior to beginning/returning to the job providing the customer has provided such notice otherwise homecare will notify the Associate as soon as they are able to do so.
- 4.2 The Associate agrees that homecare will not be liable for any losses arising out a cancellation or postponement of a job with or without notice
- 4.3 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing their obligation if such a delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected

#### **5 PAYMENTS**

- 5.1 homecare agrees to pay the Associate on completion of the job and when the Customer is satisfied, within 7 days of an invoice submitted by the Associate. homecare will not unduly withhold monies due to the Associate.
- 5.2 homecare will withhold all or part of monies due to the Associate if:
- 5.1.1 Customer raises a formal complaint about the job done, requiring a re-visit by the Associate – or another Associate – the rectify the problem
  - 5.1.2 Customer complains that the job is unfinished and demands a rebate – homecare's service manager will mediate to ensure either the job gets finished or rebate is made accordingly by homecare and the Associate

## **6 PUBLIC LIABILITY INSURANCE**

- 6.1 The Associate agrees to indemnify homecare of any negligent or wrongful omission that causes or results in damage to persons or property, or loss incurred whilst at a homecare customer's premises, whether or not the Associate is there at homecare's verbal or written request and to that end,
- 6.1.1 agrees to be in a possession of a valid and appropriate Certificate of Insurance at all times and provide a copy of this to homecare
  - 6.1.2 will let homecare know of any damage to persons or property or loss incurred, whether or not this results in an insurance claim.

## **7 CUSTOMER RELATIONSHIPS**

- 7.1 The Associate agrees that homecare owns the primary relationship with all customers details of whom have been passed on to the Associate from homecare and to that end:
- 7.1.1 the Associate will never approach homecare customers with the purpose of trading with such customers directly, even if the customer implicitly or explicitly requests so
  - 7.1.2 will not actively or passively encourage homecare customers to cancel
  - 7.1.3 the Associate will never pass the details of homecare customers onto other tradespeople whether they are homecare approved or not and whether the customer requests this or not
  - 7.1.4 the Associate will refer any further enquiries from the customer back to homecare and advise the customer of this

## **8 MUTUAL PROMOTION**

- 8.1 The Associate agrees to promote the homecare service at all times to existing and new customers, as well as homecare's own customers and to that end:
- 8.1.1 Will proactively let homecare know of any possible plans for relevant home improvements or repairs or ongoing services mentioned by customers
- 8.2 homecare agrees to promote the types of jobs the Associate indicates preference and/or specialisation and to that end:
- 8.2.1 will use this as a criterion in selecting the Associate for such jobs, in conjunction with the preferred Associates list and geographical coverage.
  - 8.2.2 proactively sell the Associate's specialisation to existing and potential customers

## **9 WARRANTIES**

- 9.1 The Associate warrants that all work is performed to the standards as advertised by the relevant trade or industry association or federation and to that end:
- 9.1.1 Agrees to maintain registrations with such bodies and to advise if there are any amendments to the registration details previously provided.
  - 9.1.2 Warrants that staff quality is appropriate and that
    - 9.1.2.1 their training is appropriate to the work they perform and
    - 9.1.2.2 their behaviour complies with the code of conduct as issued from the relevant trade or industry association or federation and/or as reasonably expected by the Customer

## **10 SUB-CONTRACTING AND ASSIGNMENT**

- 10.1 The Associate agrees that all jobs accepted from homecare will be carried out by the Associate and its authorised direct employees and to that end:
- 10.1.1 will never sub-contract homecare jobs to other trades people and/or companies whether homecare approved or not, without the written permission by homecare
  - 10.1.2 will not use unauthorised staff who are not qualified for the job not insured or without the direct supervision of the Associate
- 10.2 The Associate agrees that this agreement cannot be assigned to other companies or tradespersons without the written permission by homecare

## **11 TERMINATION**

- 11.1 Either party can request termination of this agreement in writing to the other party, giving notice of 30 days minimum of intention to terminate.
- 11.1.1 Associate will return ID cards and remove all references to homecare from literature or other material, whether or not it was expressly permitted by homecare
  - 11.1.2 Homecare will pay monies due from all satisfied customers who have paid immediately, or when customers have paid for the services rendered by the Associate.
- 11.2 homecare reserves the right to terminate this Agreement without the notice detailed in clause 10.1 if;
- 11.2.1 it can be shown that the Associate has acted in a manner contrary to section 6
  - 11.2.2 it can be shown the Associate has acted contrary to Section 8
  - 11.2.3 it can be shown the Associate has acted contrary to Section 9

