

Rural Care Terms and Conditions

In this document, the following expressions have the following meanings: the Company means Church Farm, Ardeley, and any of its subsidiary companies e.g. Rural Care. The Client means the person or organisation who accepts a written quotation from the Company for contracted services.

The Service means the support provided to the Co-Farmer within the Contract. The Contract is a legally binding agreement between the Company and the Client.

At Rural Care we provide great activities for our Co-Farmers and we would like to keep doing so. There is a great cost involved to keep the farm and facilities in top condition and therefore it is really important that you will pay your invoices within the agreed terms or risk service being suspended until funds are cleared. Payments can be made by – BACCS, CHAPS, CASH, CHEQUE, CREDIT CARD or Standing Order.

1. Invoicing will be done in advance of providing the service, to ensure that all materials and resources are in place for the activities planned.
2. All sums payable under services health care provision are exclusive of VAT or any tax replacing it.
3. Payment should be made within 28 working days of receipt of the invoice, late payments and outstanding balances after the 28 days will incur a 5% charge added on to your next invoice.

4. Cancellation and Termination policy

Cancellations prior to commencement of initial placement after receipt of contract will result in the loss of the deposit amount if more than 1 week from commencement. All cancellations within 1 week of commencement will result in loss of the full initial payment. Failure to terminate placement or contract 1 month in advance in writing will result in full charge for that month.

5. Placement absences, suspensions, sickness and holidays

Sick days will be charged for at the normal rate. In case of long-term sickness and Rural Care has been made aware of these 1 months in advance of the day the Co-Farmer goes off sick the charges will be dropped.

All instances of absences & holidays taken within a placement period will be charged at the normal daily rate

In the case of suspensions of service due to breach of behavioural code, the Client will continue to pay the daily rate as normal for the period of suspension.

6. Payment shall be made in accordance with the Company's prescribed terms unless otherwise advised.

Church Farm, Ardeley reserves the right to charge interest on sums overdue on a day to day basis from the date such payment was due to the date of actual payments (both days exclusive) at the rate of 2% above the base rate of Barclays Bank plc from time to time in force compounded quarterly. Such interest shall be paid on demand.

7. Charges are based on the support needs of the individual Co-Farmer. Support needs of individual co- farmers can change over time and charges may have to reflect this. Changes to the charges (higher or lower) will only be made after consultation with the relevant people.

8. Care and support of Co-Farmers waiting for transport after 3.30pm will have to be paid for by individual care providers at £40 per hour.

Rural Care at Church Farm, Ardeley and at Aldenham Country Park services don't include transport. In the occasional event were a client is not picked up and Rural Care needs to arrange for transport. This will be charged at taxi rate for the distance covered plus £40 an hour to cover staff time.

9. Deliberated damaged to any property will have to be paid by the person who caused the damage and could result in a suspension of service.

10. Any Contract resulting from a quotation submitted by Rural Care will incorporated these terms and conditions and be governed by English law and subject to the exclusive jurisdiction of the English courts.

11. Rural Care operates a comprehensive health and safety policy encompassing current legislation. If the representative of the Company's responsible for Health and Safety believes that there is an unacceptable level of risk to the participants or the Company's staff in commencing or continuing an activity then the activity will be cancelled our curtailed.

The Company shall not be liable for its failure to fulfil any of its contractual obligations if such is caused by reason beyond its control including health and safety grounds.

12. All information about the clients and invoice payment is kept accordance with Rural Care's confidentiality policy and the data protection act. (GDPR)

13. The Company reserves the right to refuse participation on any activity if any staff of the Company believes a participant is under the influence of alcohol and drugs, and/or that their participation could be harmful to themselves and others on the activity.

14. Except in respect of injury to or death to any person (for which no limit applies) the liability of the Company for this booking in respect of each occurrence or series of connected occurrences shall not exceed the value of the contract. Notwithstanding anything else contained in the Contract, the Company shall not be liable to the Client or any third party for the loss of profits or Contracts or any indirect or consequential loss arising from negligence, breach of Contract or howsoever.

15. All Placements are offered subject to availability

16. A complaints procedure is in place for Clients in an accessible format.

The Company is committed to ethical business and understands its Corporate Social Responsibility; The Company strives continually to build long-term relationships with its clients.