



TERMS AND CONDITIONS: CLIENT

ABOUT THIS CONTRACT

The provision of rehabilitation services involves a special relationship of intimate care and trust. You can be assured that the services provided to you by us as detailed in the Instruction Form and/or any other services that we agree to supply from time to time (the “**Services**”) are of the utmost priority, however, to do so we have to maintain an extensive establishment at a substantial financial cost and therefore are required to define this relationship in business terms.

We recognise that receiving our Services can be expensive, and it is important that likely costs are fully understood in advance. It is therefore important that you read and understand the Instruction Form, General Terms and Conditions and the Schedules (together, the “**Contract**”) before signing and agreeing to its terms as it is legally binding. You may wish to seek independent legal advice as it is imperative that you have read and understood these terms and conditions before receiving Services with us under this Contract. This document sets out our general terms and conditions that will apply if you decide to receive Services from us going forwards.

It is important that the Services are affordable to you and for that reason we may ask you to provide us with proof of sufficient funds to continue receiving the Services until the goals agreed between us are achieved prior to entering into the Contract. Where you are unable to provide this, we may accept a guarantee of funding from a family member or other suitable person and we reserve the right to require a deposit up to an amount equivalent to 3 months of Charges (as defined in clause 2.3 of our General Terms and Conditions).

This Contract is governed by, and interpreted, in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

INSTRUCTION FORM

This Contract is made on [] and its terms are effective from the date of commencement of the Services supplied by us to you (the “Effective Date”).

The Contract is between:

- (1) **Bush & Company Rehabilitation Limited** (trading as Bush & Co, SIA Case Management/SIACM and Child Brain Injury Rehabilitation Services/CBIRS and all other trading names as incorporated and registered in England and Wales with company number 07180464 whose registered office is at Bevan House, Kettering Parkway, Kettering, Northamptonshire, United Kingdom, NN15 6XR (“we”, “our” and “us”);
- (2) of []; (“you” or the “Client”) and
- (3) of []; (your “Representative”).

This Contract contains the conditions for the provision of your Services and your acceptance of those conditions. It sets out our obligations to you, your obligations to us and details of the policies and procedures that will apply during our provision of Services. Please note that if your needs change these details may need to be reviewed and a new or updated contract may be required.

We shall continue providing the Services indefinitely until this Contract is terminated earlier in accordance with our terms.

Note that under the Consumer Rights Act 2015 you have certain key legal rights, including:

- you can ask us to repeat or remedy a Service if it is not carried out with reasonable care and skill, or get some money back if we cannot resolve the issue where we are at fault - we would ask though that you notify us of any concerns within a reasonable timeframe so that we can make appropriate investigations into our delivery of any Service;
- if you have not agreed a price with us before the provision of any Service or any other charges incurred under this Contract, what you are asked to pay must be reasonable - for the avoidance of doubt, the charges listed in the ‘Services and Charges’ section of this Instruction Form are acknowledged as reasonable; and
- if you have not agreed a time for performance beforehand, the Services must be carried out within a reasonable time.

These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

SERVICES AND CHARGES

[EXPERT

Expert Witness Services	Charge
Activity	Charge
Interview / Assessment	£220.00 - £250.00 per hour – charged at a minimum of 3 hours
Perusal of Documents and Preparation of Reports	£220.00 - £250.00 per hour
Comments/Comparative/Schedules/Advice	£220.00 - £250.00 per hour
Telephone Conferences	£220.00 - £250.00 per hour – charged at a minimum of 2 hours
Attendance at Meetings / Case Conferences	£1,500.00 per day or a proportion of the same. A further charge will be made for time incurred in excess of an 8 hour day at a rate of £115.00 per hour
Attendance at Court	£1,500.00 per day
Desktop services and other client specific	By quotation at time of instruction in accompanying acknowledgement correspondence

reports	
Travel – time incurred	£115.00 per hour
Mileage	60p per mile
Disbursements e.g. train, taxi fares, accommodation (if necessary)	Charged at cost and shared between clients if appropriate
VAT	Charged on Expert Witness Reports
Cancellation fee (applicable if a clear working days' notice has not been received prior to the instructed date of attendance of case conferences, Court etc)	The full daily rate of £1,500.00 with less than 24 hour notice will be charged. Any unrecoverable travel and subsistence booked will always be charged.

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[BEHAVIOUR & VOC

Behaviour Support Services	
Activity	Charge
Behavioural Client Interview / Assessment	£1,600 fixed fee plus travel time and costs
Attendance at Court / Meeting with Counsel	£1,300 per day. A further charge will be made for time incurred in excess of an 8 hour day at £110.00 per hour.
Ongoing Behavioural Intervention	£110.00 per hour
Travel - time incurred	£70.00 per hour
Mileage	60p per mile
Disbursements; e.g. train, taxi fares, accommodation (if necessary)	Charged at cost and shared between clients if appropriate
VAT	Client related case management or therapy activity is VAT exempt. Attendance at Court/Meetings with Counsel incurs VAT at the prevailing rate
Cancellation Fee	The full daily rate of £1,300.00 with less than 24 hour notice will be charged. Any unrecoverable travel and subsistence booked will always be charged.
Vocational Rehabilitation Services	
Activity	Charge
Vocational Assessment Report	£1,400.00 plus travel time and costs
Career Redirection Assessment	£1,400.00 plus travel time and costs
Return to Work Assessment	£1,400.00 plus travel time and costs
Complex cases by Quotation	£110 per hour plus travel time and costs
Travel - time incurred	£70.00 per hour
Mileage	60 per mile
Disbursements, i.e. train fares, taxi, accommodation (if necessary)	Charged at cost
VAT	Exempt
Cancellation	The full daily rate of £1,300.00 with less than 24 hour notice will be charged. Any unrecoverable travel and subsistence booked will always be charged.
Vocational Case Management and Retention Case Management Services	
Activity	Charge
All client related activity	£110.00 per hour
Attendance at Court/Meetings with Counsel	£1,400.00 per day. A further charge will be made for time incurred in excess of an 8 hour day at £110.00 per hour.
Travel Time	£70.00 per hour
Mileage and Disbursements	60p per mile
VAT	Client related case management activity is VAT exempt. Requests for reports for medico-legal purposes attract VAT at the prevailing rate
Cancellation Fee	The full daily rate of £1,300.00 with less than 24 hour notice will be charged. Any unrecoverable travel and subsistence booked will always be charged.

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[CASE MANAGEMENT

Case Management Services	
Activity	Charge
All client related activity including; <ul style="list-style-type: none"> • Meetings with client, professionals or other involved • All administrative work/telephone calls, report writing, research Maintaining of professional case management records including care plans and risk assessment	£120.00 per hour for children and young people £110.00 per hour for adults
Attendance at Court / Meetings with Counsel	£1,400.00 per day. A further charge will be made for time incurred in excess of an 8 hour day at £110.00 per hour
Cancellation fee (applicable if a clear working days' notice has not been received prior to the instructed date of attendance of case conferences, Court etc)	The full daily rate of £1,300.00
Travel - time incurred	£70.00 per hour
Mileage	60p per mile
• Disbursements; e.g. train, taxi fares, accommodation (if necessary)	Charged at costs shared between clients if appropriate
VAT	Client related case management activity is VAT exempt. Request for reports for medico-legal purposes and Attendance at Court/meetings with Counsel attract VAT at the prevailing rate
Cancellation Fee	The full daily rate of £1,300.00 with less than 24 hour notice will be charged. Any unrecoverable travel and subsistence booked will always be charged.
Assistant Case Manager Services	
Activity	Charge
All client related activity	£82.00 per hour
Client Accounts Operation	Including set-up, receipts and payments as required and monthly reporting. £100 pa set up and maintenance fee plus £10 per transaction fee for transactions in excess of 10 per month. Urgent same day payments will incur current CHAPS fee
Mileage and Disbursements	60p per mile. Disbursements charged at costs.
VAT	Client related case management activity is VAT except. Request for reports for medico-legal purposes attract VAT
Cancellation Fee	Lost time will be charged on an hourly basis if less than 24 hour notice is given. Any unrecoverable travel and subsistence booked will always be charged.

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[ICM/INA

Initial Case Management Report Services - Single Instruction	
Activity	Charge
Client Interview / Assessment	£128.00 per hour
Perusal of documents / preparation of reports/ telephone calls and all professional related document	£128.00 per hour
Attendance at Court / Barrister case Conference	£1,400.00 per day. A further charge will be made in excess of an 8 hour day at £110.00 per hour
Travel - time incurred	£70.00 per hour
Mileage	60p per mile
Disbursements; e.g. train, taxi fares, accommodation (if necessary)	Charged at costs and shared between clients if appropriate
VAT	Client related case management activity is VAT except. Attendance at Court / Case Conferences incurs VAT at the prevailing rate.
Cancellation Fee	Travel charges plus time lost charge will be made for visits with less than 24 hours' notice of cancellation
Immediate Needs Assessment Report Services - Joint Instruction	
Activity	Charge
Client Interview / Assessment	£128.00 per hour
Perusal of Documentation and Report Preparation	£128.00 per hour
Travel - time incurred	£70.00 per hour
Mileage	60p per mile
Disbursements e.g. train, taxi fares, accommodation (if necessary)	Charged at cost and shared between clients if appropriate
VAT	Rehabilitation reports are VAT exempt
Cancellation Fee	Travel charges plus time lost charge will be made for visits with less than 24 hours' notice of cancellation

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We reserve the right to increase our standard fee rates by giving 30 days written notice. We will only have the right to increase our rates once within any 12 month period from the Effective Date and thereafter at 12 monthly intervals from the date of the last fee increase. We will give the you written notice of any such increase 30 days before the proposed date of the increase. If such increase is not acceptable, you should notify us in writing within 2 weeks of the date of our notice and we shall have the right, without limiting our other rights or remedies, to terminate this Contract by giving 2 weeks' written notice to you.

The annual review is normally based on a combination of the following:

- an analysis of the previous year's costs;
- the RPI/CPIH rate of inflation;
- changes in the average earnings index and the National Living Wage rate;
- any increase in costs incurred as a result of changes in legislation; and
- any other significant increase in specific costs.

If such increase is not acceptable, you may notify us in writing within 2 weeks of the date of our notice and we shall have the right, without limiting our other rights or remedies, to terminate this Contract by giving 2 weeks' written notice to you.

For the avoidance of doubt any agreement to deferred payment terms will be detailed separately and the two documents must be read in conjunction with each other in those instances. Uplift of fees may apply for such agreements and again will be detailed in the accompanying letter.

GENERAL TERMS AND CONDITIONS

AGREED TERMS

1 HOW TO CONTACT EACH OTHER

- 1.1 You can contact us by telephoning our customer service team on 01327 876210 or by writing to us at instructions@bushco.co.uk or Unit C Daventry Interchange, Sopwith Way, Daventry, Northants, NN11 8PB.
- 1.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.3 When we use the words "writing" or "written" in these terms, this includes emails.

2 SUPPLY OF SERVICES

- 2.1 We shall supply the Services to you with reasonable care and skill in accordance with the Instruction Form in all material respects and shall use our reasonable endeavours to meet any performance dates agreed between us and you, but any such dates shall be estimates only and time for performance of the Services shall not be of the essence.
- 2.2 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulation, guidance or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 2.3 If you are unable to sign this Contract, your Representative can sign on your behalf. Your Representative will be responsible for procuring your compliance with this Contract, including being responsible for payment of the charges detailed in the Instruction Form for our supply of the Services to you ("**Charges**") and any other amounts due under this Contract.

3 OBLIGATIONS

- 3.1 You and your Representative shall:
 - 3.1.1 co-operate with us in all matters relating to the Services;
 - 3.1.2 provide us with such information and materials as we may reasonably require in order to supply the Services and ensure that such information is accurate; and
 - 3.1.3 comply with any additional responsibilities set out in the Instruction Form or otherwise agreed between the parties in writing (if applicable).
- 3.2 You will ensure that all contact details for you and your Representative are kept up to date and will inform us of any changes within 14 days of such change.
- 3.3 You will provide us with access to the premises, home and/or property to the extent required by us to provide the Services.
- 3.4 If we engage any external third party to provide services (for example, a taxi company), we shall use reasonable care and skill in selecting and determining the suitability of that external third party in accordance with our standards and policies and the law. We shall not be responsible for the service provided by that external third party and/or any costs or losses sustained or incurred by you or your Representative arising directly or indirectly

from the provision of that service. You and your Representative acknowledge that we are not involved in and have no control over the provision of such service.

3.5 Where we have engaged with third party providers, we at all times reserve the right to recover any bona fide amounts invoiced by third party providers from you.

3.6 If our performance of any of our obligations under this Contract is prevented or delayed by any act or omission on your or your Representative's part or failure by you or your Representative to perform any relevant obligation ("**Client Default**"):

3.6.1 without limiting our other rights or remedies, we may suspend the Services until the Client Default is remedied and rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of our obligations; and

3.6.2 we shall not be liable for any costs or losses incurred by you or your Representative arising directly or indirectly from our failure or delay in performing any of our obligations and you shall reimburse us on written request for any costs or losses incurred by us arising directly or indirectly from the Client Default including in respect of any claim by a third party made against us as a result of or in connection with such Client Default.

4 **CLIENT ACCOUNT**

4.1 From time to time we may require funds on account to pay for the Services to be provided which once received will be paid into our client account ("**Client Account**"). An administration charge of £100 per annum will be payable by you to us to set up and maintain a Client Account. This amount shall include up to 10 transactions per month after which we reserve the right to charge 1 unit of case management assistant time per transaction. The cost of emergency or faster payment requests will always be charged to you but we will make you aware of such cost for your approval before actioning such request.

4.2 If we require funds on account to pay for the Services to be provided we shall provide an estimate of the funds required to you. Those funds must be paid to us in full by you within the time period specified by us. If those funds are not paid to us on the due date for payment, we may suspend performance of the Services until we receive the funds requested.

4.3 We shall at all times:

4.3.1 act in good faith in relation to the Client Account and any sums transferred to us pursuant to paragraph 4.2;

4.3.2 open and maintain the Client Account with a reputable bank;

4.3.3 keep all sums transferred to us pursuant to paragraph 4.2 separate from our own money; and

4.3.4 not spend any sums held in the Client Account without obtaining the necessary authority and/or without the agreement of all relevant persons in advance. You acknowledge that performance of the Services may be suspended until we obtain the necessary authority and/or the agreement of all relevant persons.

5 CHARGES AND PAYMENT

- 5.1 Subject to paragraph 2.3, you are responsible for paying the Charges for the provision of the Services.
- 5.2 The Charges shall be on a time and materials basis and shall be calculated in accordance with our standard fee rates set out in the Instruction Form plus administration under the applicable heading for the relevant Service. We shall invoice you monthly in arrears for the Charges. Any deposit required from you shall be confirmed by us to you in writing prior to entering into this Contract and must be paid before the Services commence.
- 5.3 Any disputes arising about invoices must be raised with 28 days of the invoice date, failing which each invoice shall be deemed accepted as payable in full.
- 5.4 We shall be entitled to charge you for expenses set out under the applicable heading for the relevant Service in the Instruction Form. All other expenses will be agreed with you in advance.
- 5.5 All amounts payable under this Contract are stated exclusive of VAT. Where VAT is applicable to the Services, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 You shall pay each invoice provided by us in full and in cleared funds within 30 days of the date of the invoice to a bank account nominated in writing by us either by BACS electronic transfer or by cheque made payable to Bush & Company Rehabilitation Limited. Time for payment shall be of the essence of this Contract.
- 5.7 All amounts due under this Contract shall be paid in full without any deduction or withholding except as required by law and neither you nor your Representative (if applicable) shall be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you or your Representative (if applicable) under this Contract against any amount payable by us to you or your Representative (if applicable) and reserve the right to deduct any such sums from your deposit if you have paid one.
- 5.8 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount
- 5.9 In certain circumstances, for example when you have been unable to provide us with proof of sufficient funds to privately fund your Services until the goals agreed between us are achieved on reasonable request, we reserve the right to require a personal guarantee from a member of your family or other suitable person (a "Guarantor"). In those circumstances, we will require a Guarantor to enter into the Deed of Guarantee attached to this Contract to guarantee your obligations to pay us any Charges or other amounts that are payable under this Contract. This means that should you be unable to pay our Fees, your Guarantor will be jointly and severally liable with you for the payment of Charges and any other amounts you may owe to us. Your Guarantor may want to seek independent legal advice prior to entering into the Deed of Guarantee as a consequence.

6 PERSONAL DATA

- 6.1 General Data Protection Regulation 2016 and the Data Protection Act 2018 (“**Data Legislation**”) require us to ensure that any personal information we collect, process and hold is accurate and secure. The Data Legislation classifies health data as special category data and as a result we have to ensure that only those with justifiable access to data are allowed access.
- 6.2 In line with our legal obligations, we have appointed a Data Protection Officer to advise us on the Data Legislation and other applicable data related laws and to monitor our compliance with those requirements. We are obliged to securely retain healthcare records for a period of three years after the last entry and your contact details and finance records for a period of seven years. After this time records will be securely destroyed in line with our data retention policy.
- 6.3 If you would like to see the records that we hold on you, please contact us via the means detailed in paragraph 1.1 in the first instance. Such disclosure will be in accordance with legislation, your or your power of attorney’s instructions, or as directed by a judicial authority. In all other respects such information will be kept confidential. You can find our privacy policy at <http://bushcosite.brandwork.co.uk/app/uploads/2019/04/Bush-privacy-statement-April-2019.pdf>.
- 6.4 We collect, process and hold personal information in order to provide you with an appropriate level of service. By you or your Representative signing this Contract, you agree to the collection and holding of this information in accordance with the Data Legislation and other applicable data related laws and give your permission for us to use photographs for the purposes of inclusion in documents including, but not limited to, case plans, medical administration records, and our personal records relating to you.
- 6.5 We do not hold any Representative personal data other than name, address, telephone numbers and email address and, if a power of attorney, a copy of the LPA. The information we hold will allow us to contact the Representative as the named representative(s) for a Client, in connection with their Services whilst in receipt from us. We will not contact Representatives for marketing purposes nor forward their details on unless this relates to other healthcare professionals who may need to contact them about the Client.

7 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 7.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 7.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 7.3 If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

- 7.4 We are not liable for business or indirect losses. We only supply the Services to aid in your personal rehabilitation. We will have no liability to you for any loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings or earnings; loss of or damage to goodwill or reputation; loss of use or corruption of software, data or information; and any indirect or consequential loss.
- 7.5 Subject to paragraphs 7.2 to 7.4, our total liability to you and your representative shall in no circumstances exceed 125% of the total Charges paid and/or payable to us under this Contract in the 12 month period immediately preceding the date the liability arose.
- 7.6 Except as set out in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract. This paragraph 7 shall survive termination of this Contract.

8 CANCELLATION

- 8.1 Unless we have already booked or ordered services/items in connection with the provision of the Service(s) cancelled under this paragraph, in which case you shall pay the Charges for the Service(s) and expenses incurred up to the end of the day of cancellation:
- 8.1.1 if you cancel a Service with one clear business day notice (a 'business day' being a day (other than a Saturday, Sunday or public or bank holiday) when banks in London are open for business), no cancellation fee is payable; or
- 8.1.2 if you cancel a Service with less than one clear business day notice and prior to us commencing the Service, the cancellation fee set out in the Instruction Form under the applicable heading for that Service is payable.
- 8.2 If the you cancel a Service after we have commenced providing it, the Charges for the Service provided and expenses incurred up to the end of the day of cancellation shall be payable.

9 ENDING OUR SERVICES

- 9.1 Either party may end this Contract on the expiry of 30 days' (or such shorter period as agreed by the parties) written notice to the other party.
- 9.2 We may end this Contract at any time by writing to you if:
- 9.2.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- 9.2.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, your medical records, co-operation with your treatment plan and your engagement with the Services more generally;
- 9.2.3 you do not, within a reasonable time, allow us access to your premises, home and/or property to supply the Services; or
- 9.2.4 you or your Representative are declared bankrupt or make any arrangement with or for the benefit of your respective creditors or have a county court administration order made against either of you under the County Court Act 1984; or

- 9.2.5 you pass away or, by reason of illness or incapacity (whether mental or physical), become incapable of managing your own affairs or become a patient under any mental health legislation.
- 9.3 Without limiting our other rights or remedies, we shall have the right to suspend the provision of the Services if you or your Representative become subject to any of the events listed in paragraph 9.2.4 or we reasonably believe that either of you are about to become subject to any of them.
- 9.4 You can always end this Contract with us. Your rights when you end this Contract will depend on the nature of the Services provided, whether there is anything wrong with how we have provided them and when you decide to end the Contract:
- 9.4.1 If the Services have not been carried out with reasonable care and skill and care, you may have a legal right to end this Contract (or to get a Service re-performed or to get some or all of your money back), see the Instruction Form;
- 9.4.2 If you want to end this Contract because of something we have done or have told you we are going to do, see paragraph 9.5;
- 9.4.3 If you have just changed your mind about the Services, see paragraph 9.6. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- 9.4.4 In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 9.1.
- 9.5 If you are ending this Contract for a reason set out at paragraphs 9.5.1 to 9.5.4 below, this Contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:
- 9.5.1 we have told you about an error in the Charges and you do not wish to proceed;
- 9.5.2 there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- 9.5.3 we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 to 30 days; or
- 9.5.4 you have a legal right to end this Contract because of something we have done wrong.
- 9.6 You have a legal right to change your mind within 14 days of entry into this Contract and receive a refund. These rights are under the Consumer Contracts Regulations 2013. If you cancel during this period after we have started providing the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 9.7 To end this Contract with us in accordance with paragraph 9.4, please let us know by doing one of the following:
- 9.7.1 **Phone or email.** Call customer services on 01327 876210 or email us at intructions@bushco.co.uk Please provide details of the Services you are receiving and your name and address.
- 9.7.2 **Online.** Complete the [Contact Us | Bush & Co \(bushco.co.uk\)](https://www.bushco.co.uk) on our website.

9.7.3 **By post.** Complete the form available online to print off at <https://www.bushco.co.uk> and post it to us at the address on the form. Or simply write to us at Unit C Daventry Interchange, Sopwith Way, Daventry, Northants, NN11 8PB including details of the Services you are receiving and your name and address.

9.8 On termination of this Contract for any reason:

9.8.1 all of our outstanding unpaid invoices (together with any interest due) shall immediately be due and payable. In respect of Services supplied but for which no invoice has been submitted and/or if we have already booked or ordered services/items in connection with the provision of the Services, we shall submit an invoice for those Services, which shall be payable immediately on receipt. You authorise us to use funds held in the Client Account (or your deposit, where applicable) to discharge all invoices due and payable - we will then transfer any balance to you by direct credit;

9.8.2 we shall comply with our legal obligations to transition any terminated Service(s) to a new provider of your choosing on the date of termination and to the extent not required by law, shall provide such assistance as we deem reasonable and necessary to you in connection with the terminated Services. We may use funds held in the Client Account in connection with our obligations under this paragraph; and

9.8.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages and provisions which expressly or by implication have effect after termination shall continue in full force and effect.

10 GENERAL

10.1 **Complaints:** We operate a complaints procedure, a copy of which will be provided to you on request. You must send your complaint to complaints@bushco.co.uk as soon as reasonably practicable following you becoming aware of the facts and/or circumstances giving rise to such complaint.

10.2 **Force majeure:** We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract if such delay or failure results from events beyond our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

10.3 **Transfer of the Contract:** We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under this Contract and may subcontract or delegate in any manner any or all of our obligations under this Contract to any third party or agent. Neither you or your Representative shall, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this Contract.

10.4 **Nobody else has any rights under this Contract.** This Contract is between you, your Representative and us. No other person shall have any rights to enforce any of its terms.

10.5 **Severance:** If a court decides that any part of this Contract cannot be enforced, that particular part of this Contract will not apply, but the rest of this Contract will.

- 10.6 **Variation:** Any variation to this Contract must be in writing and signed on behalf of all parties.
- 10.7 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 10.8 **Entire Agreement:** This Contract constitutes the entire agreement between the parties relating to the Services. You and your Representative acknowledge that neither has relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. The provisions within this Contract are to the exclusion of any other terms that you or your Representative seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

BUSH

Signed by for and on behalf of
BUSH & COMPANY
REHABILITATION LTD



Richard Rickwood
Director of Operations

CLIENT

I confirm that I have read and understood the conditions of the Contract and acknowledge that by signing this Contract I will be personally liable for all monies due to Bush under this Contract.[*]

Your signature:

Date:

Print name:

Witnessed by:

Witness signature:

Witness name:

[*As a third party signing on behalf of a Client under the authority of an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) I confirm that I have fully read and understood the conditions of the Contract and acknowledge that by signing this Contract, I am acting for the Client with legal authority in which case I agree to pay promptly all monies due to Bush from the Client's own funds.]

CLIENT REPRESENTATIVE [IF APPLICABLE]

I confirm that I have fully read and understood the conditions of this Contract and acknowledge that by signing this Contract I will be responsible for ensuring the Client's compliance with the Contract and personally liable for all monies due to Bush in the event of non-payment by the Client, unless I am acting for the Client under the authority of an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney), in which case, I agree to pay promptly all monies due to Bush from the Client's own funds.

Representative signature:

Date:

Print name:

Witnessed by:

Witness signature:

Witness name:

DEED OF GUARANTEE

This Guarantee is made as a deed between of (the “**Guarantor**”) as guarantor and indemnifier and Bush & Company Rehabilitation Limited (trading as Bush & Co, SIA Case Management/SIACM and Child Brain Injury Rehabilitation Services/CBIRS and all other as incorporated and registered in England and Wales with company number 07180464 whose registered office is at Bevan House, Kettering Parkway, Kettering, Northamptonshire, United Kingdom, NN15 6XR (“**Bush**”), in consideration of Bush’s agreement to enter into a contract for the provision of services to of (the “**Client**”) dated (the “**Client Contract**”).

In consideration of Bush entering into the Client Contract, the Guarantor agrees the following:

- the Guarantor guarantees the performance, observance and discharge of the Client’s obligations under the Client Contract;
- if the Client defaults in the payment when due of any sum due under the Client Contract, the Guarantor shall, immediately on demand by Bush, pay that amount to Bush in the manner prescribed by the Client Contract as if it were the Client;
- the Guarantor as principal obligor and as a separate and independent obligation and liability from the above points, agrees to indemnify and keep indemnified Bush in full and on demand from and against all and any losses, costs or expenses that it suffers out of the Client’s failure to perform or discharge any of its obligations under the Client Contract;
- this guarantee of the Guarantor covers the ultimate balance of all monies payable by the Client under the Client Contract, irrespective of any intermediate payment or part discharge of amounts owing;
- the liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
 - any act, omission, matter or thing which would have discharged or affected the liability of the Guarantor had it been a principal obligor instead of a guarantor or indemnifier; or
 - anything done or omitted by any person which might otherwise discharge the Guarantor or otherwise reduce or extinguish its liability under its guarantee;
- the Guarantor waives any right it may have to require Bush (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor;
- the Guarantor shall, on a full indemnity basis, pay to Bush on demand the amount of all costs and expenses incurred by Bush in connection with the preservation, exercise, enforcement, discharge or release of the Guarantor’s guarantee;
- until all amounts payable by the Client under or in connection with this guarantee have been irrevocably paid in full, and unless Bush otherwise directs in writing, the Guarantor shall not exercise any security or other rights it may have by reason of performing its obligations as Guarantor; and
- this guarantee from the Guarantor shall be in addition to and independent of all other security which the Company may hold from time to time in respect of the Client’s obligations under the Client Contract.

EXECUTED and DELIVERED as a DEED by the **GUARANTOR:**

.....

Date:

Print name:

Witnessed by:

Witness signature:

Witness name:

EXECUTED and DELIVERED as a DEED by,
COMPANY REHABILITATION LIMITED:

, a director for and on behalf of **BUSH &**

.....

Date:

Print name:

Witnessed by:

Witness signature:

Witness name: