

TERMS & CONDITIONS

QMADS LTD

Company No. 08313940 | VAT No. 258796146

Last Updated: September, 1st 2022



QMADS LTD
1A MERLAND RISE, EPSOM DOWNS,
KT18 5RY



BUSINESS@QMADS.CO.UK
WWW.QMADS.CO.UK



0208 111 1188
0789 984 4834



COMPANY NO. 08313940
VAT NO. 258796146

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by QMADS LTD a company registered in England and Wales under number 08313940 whose registered office is at 1A Merland Rise, Epsom Downs, KT18 5RY (**we** or **us**) to the person/company buying the services (**you**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. All of the Terms and Conditions from points **1-49** are applicable to the supply of any goods as well as services across our website except for services mentioned as item **50 (Package base services)** in this document for which there are additional clauses mentioned/detailed within

each service heading.

Your obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
11. If you do not comply with clause 10, we can terminate the Services and you may not be eligible of any refund at all.
12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Fees and Advance

13. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
14. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties (if and where applicable) and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services. (Clause 14. will not be applicable to you if you have been quoted a fixed fee which has been invoiced to you and such payments have/are being made). This clause is more applicable to open consulting contracts.
15. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services which are open consulting contracts.
16. The Fees communicated to you is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority. Our communication will always include the net figures + VAT to reflect the total cost.
17. You must pay an advance ("Advance") as detailed in the quotation at the time of accepting the quotation.
18. If you do not pay the Advance to us according to the



clause above, we can either withhold provision of the Services until the Advance is received or can terminate under the clause below (**Termination**).

19. The Advance is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

Cancellation and amendment

20. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 3 days from the date of the quotation, (unless the quotation has been withdrawn).

21. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

22. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you (if necessary and where applicable).

23. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

24. Cancellations for any other reasons at your request (except the ones mentioned-before this) will be charged at 75% of the total invoice.

Payment

25. We will invoice you for payment of the Fees in advance (if instructed/required by us depending on the nature of services you buy from us).

26. You must pay the Fees due within 7 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us (in writing) or mentioned on invoice.

27. Time for payment shall be of the essence of the Contract.

28. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out, we reserve the right to charge you interest at the rate of 10% per annum above the base lending rate of the

Bank of England from time to time on the amount outstanding until payment is received in full.

29. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

30. If you do not pay within the period set out, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

31. Receipts for payment will be issued by us only at your request.

32. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

33. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

34. You must not, 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 these Terms and Conditions.

Termination

35. We can terminate the provision of the Services immediately if you:

- a. commit a material breach of your obligations under these Terms and Conditions; or
- b. fail to make pay any amount due under the Contract on the due date for payment; or
- c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or



e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

36. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

37. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

38. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

39. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. any indirect, special or consequential loss, damage, costs, or expenses or;
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

40. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

41. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond a party's control

42. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

43. All notices under these Terms and Conditions

must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

44. Notices shall be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;



c. on the fifth business day following mailing, if mailed by national ordinary mail; or

d. on the tenth business day following mailing, if mailed by airmail.

45. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

46. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

47. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

48. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Use of your Logo

49. To keep our prices low and economical for our clients, we rely on showcasing our success stories for new clients so that we do not have to invest heavily on marketing therefore, if you have bought any service from us then we reserve the right to publish your logo on our website (and/or any other platform on internet) solely for marketing and business development purposes. We will never share full details of the scope of work/assignment/terms of our contract with any other third party.

Package base services

50. There are certain services where the client (you) are ultimately responsible for the outcome of the service we provide as often it involves/requires contributions other than ours. These services are listed below; we provide these services to the best of our abilities and on the basis of our past work therefore we take responsibility for the work we

carry out but the remainder responsibility of a success/failure is yours where you are responsible to carry out the parts relating to you.

- **CQC Registration:**

- We draft and prepare the supporting documents which needs to accompany your application on the basis of information we receive from you, we always use baseline content which we have used in the past (for hundreds of our successful clients) and know has resulted in a successful conclusion, we evaluate and update our content structure regularly (we adjust this for each new client where necessary/applicable to make it more tailored/bespoke to your services and then provide this to you as draft templates which we believe may/would reflect your services and help regulators to understand the health service you are making application for). Once drafted, we send this to you for review and to make any further changes tailored to your service/business model as you would know best about your service/business. The ultimate responsibility of tailoring and finalising the draft version of the work lies with you. Your approved documents will then be uploaded on to CQC portal and will ultimately become your responsibility.

- After submission of your application(s) It is your responsibility to check your email at least daily to see if there is any communication you have received from CQC requesting further information (internally related to your company and governance arrangements), we cannot predict what they might or might not ask, but we will help you to the best of our abilities to provide you with further support. Some of this information could be additional documents which if you have not bought from us; can be purchased at that stage and some of this information could be questions seeking clarification for which we will be able to assist for free where possible (this does not include



additional forms CQC requests to fill). You are responsible to send all the subsequent information to CQC yourself but we are happy to guide you.

- In most cases for Domiciliary Care, Supported Living, Care & Nursing Home, and for some other providers; in addition to CQC application, CQC often requires Business Plan with Financial Forecast, Financial Viability Statement (to be signed by an accountant), and policy pack (partial or in whole), if you have not bought Business Plan and Policy Pack from us then we are not liable to provide these to you but may be able to provide these at extra costs listed on our website (subject to deadline dates and provision of workforce capacity).
- The interview questions and answers which are provided as part of the package for free is to help you pass your interview successfully, it does not mean that these would be the only questions the inspectors would ask you or assess you upon there could be other factors or information they may ask/require of you. The content mentioned within interview questions and answers you receive from us is our effort for helping you with the possible questions you could expect from the regulator. At all times you must prepare in full on your own and decide your preparatory material.
- If your application has been rejected/returned to you, we reserve the right to charge you for the fee for resubmitting your application.
- You may use your own policies, business plans or any other document relating to your registration but should your registration be rejected on the basis of such documents then we will not be responsible at all for the outcome of your application.

- **CQC Policy Pack**

- To the best of our efforts, all of our policy

documents are regularly reviewed and updated by us.

- If you have bought the policy pack, this will be branded on your letterhead and provided to you through a Google Drive Link. It is your responsibility to download these policies onto your cloud or local machine. The link will remain active for a minimum of a three-month period. Any loss of document after such period (if you have not downloaded to your local machine or cloud) is your responsibility. We may or may not have a copy of the policies provided to you and in such case, we may charge additional fee to provide you with the new ones.
- You must read all the policy documents and tailor them further to your service/business model. We can only tailor them to a certain limit, but we do these to the best of our abilities and experience based on your service sector; however, every business is of different size and unique from one another therefore you must take the ultimate responsibility of reflecting your business/service to cover the requirements set out by the regulators, associated bodies, and societies and reflect these in the final version in editing/tailoring.
- Once the policies have been delivered to you, under no circumstances there will be any refund at all as we have provided you with the content which is editable.

- **CQC Business Plan**

- The business plan contains some generic content which is used across the entire health sector but we will be tailoring the relevant section based upon your sector and service/business model i.e. Supported Living, Domiciliary Care, Private Primary or Secondary Care Service and etc.
- It is your responsibility to provide us the financial figures and other information requested by us, so we can incorporate



that detail in the business plan.

- The business plan must also have a financial forecast; a template of which will be provided by us to you to fill, the template will formulate itself as long as the information is entered in a correct format.
- The business plan and financial forecast must be provided to you along with other relevant information to sign the financial viability statement often required for social care organisations. If you do not have an accountant who can assist you in this, we do offer this as an additional service (prices of which are published on our website).

- **CQC Interview Questions & Answers**

- We have assisted hundreds of CQC Registrations and our questions and answers are collated on the basis of the first-hand information our clients have

provided us and other relevant information we have extracted from the regulatory framework, these questions and answers are for guidance and not necessarily exact questions.

- **CQC Site Visits – Regulation 15**

- Our site visit service (virtual/in person) covers our opinions based on our experience and understanding of regulation what CQC could be looking for during site visits to assess the suitability of premises. Our opinion does not supersede a legislation and guidance you shall /required to be following from your respective Royal Societies, Guideline Publishers, Regulatory or any other governmental body or institute.
- You must seek professional guidance and opinion for items related to Health & Safety, Architectural Layout, Fire Safety, Building Control, and Medical Gases & Equipment.

END OF DOCUMENT

