



# Terms and Conditions

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Lopen Care Agency Ltd | Eastleigh House, Upper Market Street, Eastleigh SO50 9YN | [info@lopecareagency.co.uk](mailto:info@lopecareagency.co.uk) | [lopecareagency.co.uk](http://lopecareagency.co.uk)

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These Terms and Conditions govern the use of the Lopen Care Agency Ltd website at [lopecareagency.co.uk](http://lopecareagency.co.uk) and the services provided by Lopen Care Agency Ltd. By using our website or engaging our services you agree to be bound by these terms. Please read them carefully.

Lopen Care Agency Ltd is a company registered in England and Wales. Our registered address is Eastleigh House, Upper Market Street, Eastleigh SO50 9YN. We are registered with the Care Quality Commission and the Information Commissioner's Office. We provide specialist healthcare staffing and permanent healthcare recruitment services across the United Kingdom.

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## Part A: Terms for Website Users

### 1. Use of This Website

You may use [lopecareagency.co.uk](http://lopecareagency.co.uk) for lawful purposes only. You must not use this website in any way that is unlawful, harmful, or fraudulent, or in any way that could damage the reputation or operation of Lopen Care Agency Ltd.

We reserve the right to restrict or terminate access to this website at any time and without notice if we believe these terms are being breached.

### 2. Intellectual Property

All content on this website including text, images, logos, and design is the property of Lopen Care Agency Ltd or its licensors and is protected by copyright law. You may not reproduce, distribute, or use any content from this website without our prior written permission.

### 3. Accuracy of Information

We take care to ensure the information on this website is accurate and up to date. However we make no warranty as to the accuracy, completeness, or fitness for purpose of any information on this site. We reserve the right to update or remove content at any time without notice.

### 4. Links to Third Party Websites

This website may contain links to third party websites. These links are provided for convenience only and do not imply any endorsement of the linked site or its content. We have no control over third party websites and accept no responsibility for their content or practices.

### 5. Limitation of Liability

To the fullest extent permitted by law, Lopen Care Agency Ltd shall not be liable for any loss or damage arising from your use of this website or from reliance on any information contained within it.

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## Part B: Terms for Candidates

### 6. Registration and Eligibility

By submitting a candidate application form you confirm that all information provided is accurate, complete, and truthful. You understand that providing false or misleading information may result in the immediate termination of your registration with us and may be referred to relevant regulatory or statutory authorities including the CQC, NMC, or HCPC where applicable.

You confirm that you are eligible to work in the United Kingdom and that you hold all relevant qualifications, registrations, and clearances required for the roles you are applying for. You agree to notify us immediately of any change to your eligibility to work, your professional registration status, or your DBS status.

## 7. Candidate Obligations

As a registered candidate with Lopen Care Agency Ltd you agree to the following.

- To maintain your mandatory training, professional registration, and DBS certificate in a current and valid state at all times
- To notify us immediately if your professional registration is suspended, conditions are imposed, or if it lapses for any reason
- To notify us immediately of any criminal conviction, caution, or investigation that occurs after your registration
- To conduct yourself professionally at all times when working at a placement arranged through us
- To comply with the policies, procedures, and instructions of the placement provider at all times
- To maintain strict confidentiality in relation to all service users, clients, and placement providers
- To report any safeguarding concerns, incidents, or accidents to us and to the placement provider without delay
- To give us reasonable notice if you are unable to attend a confirmed shift
- To comply at all times with CQC standards and any other regulatory requirements applicable to your role and care setting

## 8. Pay and Engagement

The terms of your pay and engagement will be set out in your Contract of Services. You agree to provide accurate bank details and tax information to enable payment. You are responsible for ensuring your own tax affairs are in order in relation to any income received through us.

## 9. Termination of Registration

We reserve the right to remove you from our register at any time if we have reason to believe that you have breached these terms, provided false information, or conducted yourself in a manner that is incompatible with working in health and social care. You may also request the removal of your registration at any time by contacting us in writing.

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## Part C: Terms for Clients

### 10. Scope of Services

Lopen Care Agency Ltd provides temporary healthcare staffing solutions and permanent healthcare recruitment services to registered client organisations across the United Kingdom. The specific terms of each service engagement will be set out in the relevant Client Terms of Business, which form part of the agreement between us.

### 11. Client Responsibilities

As a client organisation engaging our services you agree to the following.

- To provide us with accurate and complete information about your staffing or recruitment requirements, including any specific skills, qualifications, or experience required

- To provide an appropriate induction for all staff supplied by us before they commence work at your service
- To supervise and manage staff supplied by us in accordance with applicable law, CQC requirements, and your own policies and procedures
- To notify us immediately of any concerns, incidents, or complaints relating to staff supplied by us
- To pay our invoices within the agreed payment terms
- To treat all staff supplied by us with dignity and respect and in accordance with applicable employment and equality legislation
- To maintain and operate effective safeguarding policies and procedures in accordance with the Care Act 2014 and applicable CQC standards

## **12. Fees and Payment**

Our fees for temporary staffing and permanent recruitment services are as set out in your Client Terms of Business or as otherwise agreed in writing. Invoices are payable within the agreed payment terms. We reserve the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

For permanent healthcare recruitment placements, our fees are payable upon the candidate's commencement of employment. Our rebate policy in the event that a placed candidate leaves within the guarantee period is set out in your Client Terms of Business.

## **13. Conduct and Safeguarding**

We are committed to the safeguarding of vulnerable adults and children and operate in full compliance with CQC safer recruitment requirements. We expect all client organisations engaging our services to maintain and operate effective safeguarding policies and procedures. You agree to report any safeguarding concerns relating to staff supplied by us to us immediately, in addition to following your own internal reporting procedures and notifying the CQC where required.

## **14. Confidentiality**

Both parties agree to treat as confidential any proprietary, commercial, or sensitive information disclosed during the course of the working relationship and not to disclose such information to any third party without prior written consent, except where required by law or regulatory obligation.

## **15. Limitation of Liability**

Our liability to client organisations in connection with the supply of temporary or permanent staff is limited to the fees paid to us in respect of the relevant assignment or placement. We shall not be liable for any indirect, consequential, or special losses arising from the conduct or performance of staff supplied by us, provided that we have carried out our obligations in relation to candidate screening and vetting in accordance with our standard procedures and CQC safer recruitment requirements.

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## **16. General Terms**

### **Governing Law**

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Amendments**

We reserve the right to update these Terms and Conditions at any time. The current version will always be available at [lopencareagency.co.uk/terms-and-conditions](https://lopencareagency.co.uk/terms-and-conditions). Continued use of our website or services following any update constitutes acceptance of the revised terms.

## Severability

If any provision of these Terms and Conditions is found to be unenforceable, the remaining provisions shall continue in full force and effect.

## Entire Agreement

These Terms and Conditions, together with our Privacy Policy and any applicable Client Terms of Business or Candidate Contract of Services, constitute the entire agreement between us in relation to the subject matter covered.

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## 17. Contact Us

If you have any questions about these Terms and Conditions please contact us.

- Email: [info@lopecareagency.co.uk](mailto:info@lopecareagency.co.uk)
- Post: Lopen Care Agency Ltd, Eastleigh House, Upper Market Street, Eastleigh SO50 9YN
- Website: [lopecareagency.co.uk](http://lopecareagency.co.uk)