



# Terms and Conditions

## for the Supply of

## Homecare services

### **Read these Terms and Conditions**

Because we can accept your acceptance letter of these Terms and Conditions and thus make a legally enforceable agreement without further reference to you, it is important to you to read our Terms and Conditions carefully and to make sure that they contain everything which you want and nothing that you are not willing to agree to. If you are unsure about any of this, please ask us.

#### Application of these Terms and Condition and contract formation.

- a) Any estimate provided by us for the provision of Services is not a binding offer by us to supply Services.
- b) When you confirm acceptance of these Terms and Conditions and thus place an order to purchase Services from us, you are just making a binding offer to purchase those Services in accordance with these Terms and Conditions.
- c) We are not obliged to accept an offer made by you under paragraph b) above.
- d) The Agreement will be formed for the Service, only upon our written acceptance of your order or, if earlier, our delivery of the Services to you.

## INTERPRETATION

The following terms are used in this document:

<b>Agreement:</b>	means the agreement between you and us set out in the Support Plan and in these Terms and Conditions (as varied from time to time in accordance with these Terms and Conditions).
<b>Cancellation Notice</b>	means the cancellation notice contained in the Notice of Right to Cancel set out at the end of these Terms and Conditions
<b>Client Manager</b>	means the client manager notified in the Support Plan.
<b>Days</b>	means calendar days
<b>Engagement</b>	means the direct employment of engagement of a Well Being Assistant by you under any arrangement for the provision of services or the Services.
<b>Charges</b>	means the fees for the Services notified to you in the Price List.
<b>Home</b>	means your home address.
<b>Price List</b>	means our current price list which we can amend in accordance with these Terms and Conditions.
<b>Sensitive Personal Data</b>	has the same meaning as in the Data Protection Act 1998 (namely personal information about you and in particular your racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union, medical or physical health or condition, sexuality or the commission or alleged commission of any offence). For the avoidance of doubt, we adhere to the requirements of the Data Protection Act 1998 and we will never misuse your Sensitive Personal Data.
<b>Service</b>	means the services to be provided by us to you at your Home (or if your Support Plan includes it) the assistance with activities outside your home in accordance with this Agreement.
<b>Statutory Regulator</b>	where the Service is subject to regulation, the Care Quality Commission ('CQC').
<b>Support Plan</b>	means a written description, prepared by us, describing the nature and level of Services which you have requested we supply to you which can be amended from time to time.

<b>Well Being Assistant</b>	means the person providing the Service on our behalf. (Where more than one person is providing the Service to you, 'Well Being Assistant' should be read as 'Well Being Assistants' in this Agreement).
<b>We, Us or Our</b>	Katherine Harriet Limited the registered office of which is at Suite 2B Penn House, 9/10 Broad Street, Hereford, HR4 9AP.
<b>You, the Client</b>	the person to whom we are providing the Services.

## **1. Assessment of your needs**

- 1.1. We will visit you and the Home to discuss your needs prior to the commencement of the Service, or (if we are to provide Services in emergency situations) at the earliest opportunity. We will work with you, your family or close friend, and to assess and agree the level of service that you will require and we will set out the Service in the Support Plan.
- 1.2. You will inform us and keep us informed of all information which may be relevant to the Support Plan including, but not limited to, your likes, dislikes, allergies, lifestyle preferences, physical, mental and medical conditions.
- 1.3. We will provide the Service set out in the Support Plan to you.
- 1.4. We will formally review the Support Plan with you, your family or close friend and, where applicable any appropriate external social or health care professionals:
  - a) within 6 weeks of commencement of the Service;
  - b) on an annual basis thereafter;
  - c) at your request;
  - d) when your circumstances change; and
  - e) at any other time we reasonably consider appropriate;

and you shall also participate in the review of the Support Plan where you can.
- 1.5. If your needs change or increase to a level that we cannot support, we will tell you without delay, and we will endeavour to discuss alternative arrangements with you and agree a solution for you. We will continue to provide the Services to you whilst alternative arrangements are being sought.

## **2. Our charges**

- 2.1. We shall notify you prior to providing the Service of the basis on which our Charges will be calculated which will be based on the time spent providing the Service as set out in the Price List.

- 2.2. We can invoice you for the Service, upon completion of the Service. You must pay all invoices in full on receipt of invoice. Where the Service is being provided on an ongoing basis we will invoice you every two weeks for the Service provided in the preceding 2 weeks unless we agree otherwise with you in writing.
- 2.3. We may agree with you that you can pay our Charges by standing order, in which case they will be paid in arrears at intervals we agree with you.
- 2.4. If you receive payment for the Services from any third party (for example direct payments, a personal budget or a personal health budget) and the Charges for the Services exceed the amount of such payments you are responsible for any shortfall.
- 2.5. In the event that you are late in paying our invoices then you will pay interest on the sums invoiced at a rate of 8% per annum from the date which is 7 days after the date of the invoice, calculated on a daily basis and compounded quarterly until payment is made, until payment is made whether that is before or after judgment.
- 2.6. We are entitled to review our Price List at our discretion annually and if we do so we will give you at least 4 week's notice of any change.
- 2.7. We are entitled to review and increase our Charges for the Service on an annual basis and at other intervals if:
  - a) there is a change to the Service; and/ or
  - b) the costs of providing the Service increases because of market forces or because of a need to comply with any regulatory or statutory requirements.
- 2.8. Except where there is an increase in Charges is because of a change in the Service we will give you at least 4 weeks notice in writing and no increased charges will be applied until that notice has expired.
- 2.9. If you do not agree to increased Charges or our varied Price List notified to you in accordance with clauses 2.6 or 2.7 you may terminate the Agreement by giving notice in accordance with clause 11. If we continue to provide Service after the expiry of the notice referred to in clauses 2.6 or 2.7 then you will be charged at the rates detailed in that notice.
- 2.10. You may not pay any money directly to a Wellbeing Assistant.

### **3. Our team and delivery of the Service**

- 3.1. We will exercise reasonable care and skill to meet your individual needs as will be detailed in the Support Plan and to provide suitably competent, trained, skilled and experienced Wellbeing Assistants to provide the Service.
- 3.2. We will ensure that the Service is provided as close as reasonably possible to the time agreed between us and set out in the Support Plan. In some cases the Wellbeing Assistant may have to attend at different times and if that is likely to happen we will give you as much notice as possible.
- 3.3. We will try and supply a named Wellbeing Assistant each time we supply the Service. However we reserve the right to provide an alternative Wellbeing Assistant should the need arise and if that is likely to happen we will give you as much notice as possible.

- 3.4. Please allow a window of 15 minutes, either side of the Wellbeing Support call allocated time (on your rota supplied) to allow for an possible travel issues or delays as this is out of our control.
- 3.5. If a Wellbeing Assistant fails to attend your Home when you expect, or you are not satisfied in any way with the standard of Service you must notify us without delay and preferably by telephone.
- 3.6. You should note that our Wellbeing Assistants are not permitted to carry out the following tasks unless it is detailed in your Support Plan:
- a) heavy lifting or any kind, including the lifting or moving of you without appropriate equipment or with an insufficient number of people;
  - b) household maintenance, DIY or gardening; or
  - c) assistance with your finances.

#### **4. Direct engagement of our team**

- 4.1. If you wish to enter into an Engagement with one of our team you must notify us in writing. If we agree to an Engagement we may charge a fee of £1000 if the Engagement occurs within 3 months of the date when the Wellbeing Assistant first provided the Service to you or within 2 months of the date when the Wellbeing Assistant last provided the Service to you.

#### **5. Gifts and Legacies**

- 5.1 The Wellbeing Assistants are not permitted under the terms of their engagement with us to accept gifts, tips or any payments of any kind.

#### **6. The Home as a workplace**

- 6.1. You will provide a safe environment and appropriate equipment to allow the Wellbeing Assistant to safely carry out the Service. This shall include:
- a) maintaining a generally clean and safe home free of risks and hazards (which means free of smoke);
  - b) maintaining a safe route of access to and egress from the Home;
  - c) providing any equipment (either by you or by a third party) that is required to deliver the Service, such as lifting and transfer aids, wheelchairs and other mobility aids and ensuring such equipment is regularly maintained and inspected in accordance with all relevant safety requirements.
  - d) providing all domestic cleaning equipment; and
  - e) informing us of any communicable disease in the household.
- 6.2. An entry plan for the Home may be agreed with you and if it is details will appear in the Support Plan.
- 6.3. Your telephone in the Home must not be used by Wellbeing Assistants except in the case of emergency or with your permission. We will not accept any liability for any telephone charges.
- 6.4. Any goods or materials which we will provide to enable us to provide the Service will be set out in the Support Plan.

## **7. Complaints and maintaining quality of Service**

- 7.1. If you have any complaints or suggestions in relation to the Service we would ask that you tell us as soon as possible. Any complaint should be directed the Registered Manager and we will deal with them in accordance with our complaints procedure which is in our client handbook.
- 7.2. To enable us to comply with the Statutory Regulator's requirements or to monitor the quality of the Service being provided to you, it may be necessary from time to time for a member of our team to observe, supervise or work with a Wellbeing Assistant in the Home. Should that become necessary we will give you as much notice as possible and you will, where it is reasonable, allow us to do so.
- 7.3. You may be asked to participate in client satisfaction surveys or be interviewed in person or by telephone as part of our quality control process or at the request of the Statutory Regulator. You are not obliged to reply to any surveys and we will obtain your consent before any monitoring of our Service takes place in the Home.

## **8. Confidentiality**

- 8.1. We will respect your privacy and confidentiality but you agree that we may disclose confidential information (including Sensitive Personal Data) about you to our Wellbeing Assistants or to any other person if we believe such disclosure is in your best interests, is appropriate for the performance of the Service; or as required by the Statutory Regulator or by law. Your name, address and payment record (or those of any third party who has agreed to guarantee your obligations under this Agreement) may be submitted to a credit reference agency if it is reasonable for us to do so.

## **9. Records**

- 9.1. We will ensure that the Wellbeing Assistant keeps a written record of the care you receive, any assistance with your medication and any other relevant information, updated as frequently as the Service is provided. Unless otherwise specified in the Support Plan these records will be kept at the Home whilst they are in use. We are required by the Statutory Regulator to keep such records, they will remain our property and you agree to return them to us in the end that this Agreement comes to an end.
- 9.2. The records are the property of KH and we would ask that you do not write on them. If you do have any queries or concerns please contact the office team directly.

## **10. Liability and Insurance**

- 10.1 We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, or for fraud or fraudulent misrepresentation. Subject to this, we are not liable for loss which was not reasonably foreseeable to both you and us at the time when the Agreement was made, which arises from any dishonesty on your part or from, or which arises from our failure to provide the Service.
- 10.2 Our liability to you shall be limited to the extent of our insurance cover which currently carries cover for public liability in respect of any one claim of £5,000,000. Any consequences that arise out of the same act or default by us shall be treated as giving rise to only one claim.
- 10.3 You warrant to us that any vehicle used in the context to the Services is in good repair, is roadworthy, and adequately insured.

10.4 We do not accept any liability for damage to the Home or your vehicle(s) however it is caused. Such damage should be covered by your own insurance policies.

## **11. Duration, Withdrawal and Termination.**

11.1 This Agreement continues until:

- a) the Service, if it not of a continuing nature, has been completed; or
- b) we withdraw a Wellbeing Assistant and terminate this Agreement with immediate effect in circumstances where, in our reasonable opinion, the continued provision of the Service is untenable. Such circumstances include but are not limited to:
  - i) your failure to pay or persistent late payment of our Charges;
  - ii) your failure to comply with clause 6.1
  - iii) harassment of any nature;
  - iv) your excessive alcohol consumption;
  - v) your unreasonable behaviour; and
  - vi) the making of any unreasonable or unlawful requests of a Wellbeing Assistant; or
- c) where the Service is continuing in nature, the expiry of not less than 14 day's written notice given by you to us; or
- d) where the Service is not continuing in nature, by you giving us at least 24 hours before delivery of the Service, failing which we reserve the right to impose the Charge in full; or
- e) the expiry of not less than 14 day's written notice given by us to you to terminate this Agreement; or
- f) immediately upon your death, in which case responsibility for payment of any outstanding Charges will fall into your estate.

11.2 If you wish to cancel a routine appointment as detailed in your Support Plan you must give us at least 24 hour's notice, failing which we reserve the right to impose the Charge payable for that appointment in full.

11.3 On termination of this Agreement for any reason, any remaining rights and liabilities of you or us will not be affected.

## **12. Assignment and Sub-contractors**

12.1 We may transfer, assign, charge or deal in any other manner with all or any of our rights under this Agreement.

12.2 There may be circumstances where the Service is provided by sub-contractors. We will be liable for the acts of any sub-contractors who we choose to help us perform the Service.

## **13. Guarantors and third parties.**

13.1 If a third party asks us on your behalf to provide the Service and confirms acceptance of these Terms and Conditions on your behalf they agree irrevocably and guarantee by way of primary obligation that you will perform all of the terms of the Agreement (in the case of a relative or other third party) and (in the case of a deputy or attorney) commit you to performing all of the terms of the Agreement.

#### **14. Third Party Rights**

14.1 Except as provided for in these Terms and Conditions, no person who is not a party to this Agreement is to have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to benefit from or to enforce any provision of this Agreement and the parties to this Agreement may agree to cancel or vary the whole or any part of this Agreement without being required to seek or obtain the consent of any third party.

#### **15. Force Majeure**

15.1 Neither you nor we shall have any liability to the extent that any delay or failure to perform any of our respective obligations under this Agreement is caused by any factor beyond our respective reasonable control.

#### **16. General**

16.1 We may vary these Terms and Conditions by giving not less than 14 days notice in writing. If you do not agree to any variation you have the right to terminate the Agreement pursuant to clause 11.1c).

16.2 If any provision in this Agreement is found by a court or other competent authority to be invalid or unenforceable that shall not affect the validity of the remainder of this Agreement.

16.3 You acknowledge that you have not been induced to enter into this Agreement by any representation or promise that the Agreement does not expressly contain (but this clause shall not exclude liability for any representation made fraudulently).

16.4 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, send by pre-paid first class post, recorded delivery, courier or by email.

16.5 This Agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

#### **NOTICE OF RIGHT TO CANCEL**

- You have the right to cancel this Agreement if you wish
- This right can be exercised by giving us a Cancellation Notice at any time within 14 days of the Agreement being formed by your acceptance of our Terms and Conditions.
- You can cancel this Agreement outside of this 14 day period by giving the notice required under clause 11 of our Terms and Conditions.
- Notice of Cancellation will take effect as soon as we receive it.
- If you have already received Services before you give Notice of Cancellation you may be asked to pay for them.



## **CANCELLATION NOTICE**

If you wish to cancel this Agreement you **MUST DO SO IN WRITING** and send this notice to the person named below. You may choose to use this form but you do not have to

Please complete, detach and return this form **IF YOU WISH TO CANCEL THIS AGREEMENT**.

**TO: KATHERINE HARRIET LIMITED**

I hereby give you notice that I wish to cancel my Agreement with Katherine Harriet Limited.

**Signed:**

**Name:**

**Address:**

**Dated:**