



Helping Hands

Terms & Conditions



MIDSHIRES CARE LIMITED T/A HELPING HANDS HOME CARE TERMS & CONDITIONS OF BUSINESS

DEFINITIONS

The terms and conditions set out below constitute an agreement (“Agreement”) between Midshires Care Limited (Registered no. 03959933) trading as Helping Hands Home Care including businesses trading under any different name which are wholly owned by Midshires Care Limited (together “The Company”) and the employing client (“The Purchaser”) and/or the recipient of care services (“The Client”).

The Company is acting as an employment business as defined in the Employment Agencies Act 1973 when dealing with temporary workers.

The Terms and Conditions of Business set out below have been made available to the Purchaser. Acceptance by the Purchaser of the provision of care services via the Company will constitute acceptance of these Terms and Conditions of Business (to include any revised versions) a contractual agreement between the Company and the Purchaser and/or Client and these Terms will be binding whether or not signed by the Purchaser.

Copies of these Terms and Conditions of Business (and any revised versions) are available upon request from our Alcester Office.

The Company introduces such Care Workers (as defined below) to the Purchaser and/or Client and assumes responsibility for the collection and payment of the Care Workers fees. In accordance with Section 134 of the Income and Corporation Taxes Act 1988, and related legislation, the Company is required to deduct where applicable all statutory contributions in respect of National Insurance and Income Tax. No statement, unless stated to the contrary, contained in any brochure, document or letter issued by the Company will form any part of these Terms and Conditions of Business.

CHARGES

The Company’s charges (the “Standard Rate”) for the provision of care services by its employees (the “Care Workers”) and these will be notified to the Purchaser and/or Client before the commencement of such services and will be confirmed by the supply of a letter signed by an authorized representative of the Company. Any special charges or terms agreed with the Purchaser will be confirmed, in writing, by an authorised representative of the Company and in the absence of such written confirmation; it will be assumed that no special charges or terms exist.

Any subsequent amendments to the Company’s scale of Standard Rates will be notified, in writing, to the Purchaser and/or Client. The Company’s Standard Rates are normally reviewed once yearly, but the Company reserves the right, at its absolute discretion, to review its charges at other intervals.

The Company will give a minimum of one weeks advance notice of its intention to review its scale of Standard Rate and such notice will be conveyed, in writing, to the Purchaser and/or Client.

All Bank Holidays are charged at double the standard rate quoted (the “Double Time”) by the Company plus up to four additional days over the Christmas and New Year period in any year will be charged at one and a half times the Standard Rate given by the Company at any time. We guarantee cover for existing live-in care services over Christmas and New Year. This service needs to be booked in a block of two continuous weeks encompassing the Christmas and New Year Bank Holidays and the booking must be confirmed in writing by the immediately preceding 30th November at the latest.

The Company reserves the right to charge an enhanced hourly rate when Care Workers working overnight are continually disturbed (“continually disturbed” meaning disturbance on more than two occasions or for a significant duration during any night). There is a limit on the amount of hours a Care Worker may work daily and the Company clarifies this when it sends out the contract for the provision of services. This is in order for the Company to comply with its obligations pursuant to the Working Time Regulations 2008.

Where the care service is to be provided for a period of 4 weeks or less, the Company will require a pre-payment (for the full period or as agreed by the Company) which will include an assessment charge and a travel charge.

In the event that a Purchaser is engaging the Company for care services and will fund the same, the Company will require a written purchase order prior to the provision of the care service. The Company reserves the right not to provide the service if such a purchase order is not received in advance.

Any other expenses or charges, as may be agreed between the Company and the Purchaser and/or Client shall be clearly itemised by the Company on their invoice(s).



PERSONAL FINANCES

The Company cannot offer or give financial advice to the Purchaser and/or Client. However, information regarding State Benefits and related financial assistance with the Company's charges is available, upon request, from the Head Office. Such information is based on UK government published data. The Company accepts no liability for the accuracy of such data or in respect of any Purchaser or Client's reliance on it.

INVOICES

The only method of payment we accept is by Direct Debit for the live-in service provided. An authorised Direct Debit form must be signed and returned to The Company prior to the provision of any care package. For the hourly-care service, cheques will be acceptable if it is not convenient to pay by Direct Debit for practical reasons.

Where the care package is temporary we will require advance payment and a pro forma invoice will be sent out. Payment must be received prior to the care package being put in place.

The Company reserves the right to charge interest at 7% above the applicable base lending rate of HSBC plc on either June 30th or December 31st, whichever is the last date at the time of raising the outstanding invoice, on any sums outstanding 28 days after the date of invoice. Interest so charged will be calculated on a daily basis on the total amount outstanding until such time as the amount overdue is paid.

The Company will give the Purchaser and/or Client or their authorised representative 7 days' notice, in writing, of its intention to charge such interest. The Company also reserves the right, upon written notice of 7 days, to terminate the introduction of Care Workers in the event of continued non payment, or delayed payment, of invoice(s).

After the 28 days credit period is over, chasing letters and any subsequent letters for the payment of the outstanding sums will be sent and the Company reserves the right to charge for any reasonable costs incurred in taking steps to obtain payment.

CANCELLATION

The minimum contract period for the service that the Company provides is two weeks which will be charged regardless of whether the service is required or not. The Company reserves the right to charge the Purchaser and/or Client a cancellation fee equivalent to the cost of one week's service, at the Standard Rate applying from time to time, should the Purchaser and/or Client give less than one week's notice of their desire to cancel an assignment for which the provision of Care Workers has already been agreed with the Company. Hourly charged care services that are cancelled with less than 24 hours notice will be charged in full.

If care is cancelled by the Purchaser within 24 hours of an agreed start date, the Company reserves the right to charge a 72 hour cancellation fee.

TERMINATION

The Company reserves the right to charge the Purchaser and/or Client it's normal Standard Rate charges for a period, of up to, but not exceeding, 1 week, if less than 1 week's notice is given of the Purchaser's and/or Client's desire to terminate a Live-In assignment (bereavement, hospitalisation or transfer to a Nursing or Residential Home included).

The Company also reserves the right to terminate the service forthwith without notice if the Company's service contract and direct debit authority is not signed and returned within 7 working days of the commencement of the care service provided.

In circumstances where the Company reasonably perceives a significant risk of harm to a Carer, it may give immediate notice terminating the service and this Agreement.

The company reserves the right to give notice of one week if the Health and Safety of those involved in the care package is compromised. To fulfil this notice period the Company may need to insist on additional measures to enable this to occur safely.

Similarly if there is an ongoing disparity with regard to meeting the expectations of the Purchaser, the Company reserves the right to give not less than one week's notice terminating the service provision.

MATERIAL BREACH

The Company shall be entitled to terminate this agreement by written notice to the Purchaser if the Purchaser commits a breach of this agreement and, in the case of a breach capable for remedy, fails to remedy the breach within 14 days after written notice giving full details of the breach and requiring it to be remedied.

CONFIDENTIALITY

The professional references and other information obtained by the Company in respect of Care Workers are confidential and can only be divulged to the Purchaser and/or Client in exceptional circumstances. In the event of such disclosure, any such information provided to the Purchaser and/or Client is provided in strictest confidence and must not be transmitted, in any form, by the Purchaser and/or Client to any third party.

The Company accepts that all information it holds regarding a Client's state of health or personal affairs is held in confidence. No such information will be divulged to any third party without the express consent of the Client, the Purchaser or their respective legal representatives. Exceptions to this rule include provision of relevant medical or other information, which would form the basis of a normal professional interchange between Care Workers and a qualified medical practitioner, district nurse or social worker.

LIMITS OF LIABILITY

The Company accepts no liability for the action of all persons in its direct employment save for where such actions relate to the duties of the Care Workers resulting from the course of such employment. The Company takes all reasonable steps, in line with industry standards, to investigate and verify the standards of skill, care, integrity and reliability of the Care Workers introduced by it.

FORCE MAJEURE

No liability shall attach to the Company in respect of any acts of God, riots, civil commotion, usurped power, strikes or labour disturbances or any other circumstances which are beyond the control of the Company at any given time.

INDEMNITIES

The Company has affected a Public and Employers Liability insurance policy to indemnify it against costs incurred in respect of proven acts for which the Company can be held liable in law.

The Purchaser and/or Client undertake to indemnify the Company and the Care Workers introduced by the Company, for any direct or indirect loss or damage, personal injury or death caused by the negligence of the Purchaser and/or Client or by their default or breach under the terms of the Agreement.

SUPERVISION

The Company will supervise the Care Worker during the period of the Care Worker's assignment so as to ensure satisfaction with the standard of work provided by the Care Worker. In order for the Company to successfully supervise its Care Workers the Company asks that the Purchaser and/or Client allows the Company's assessor staff to attend the location of delivery of Care Services in order to see the Care Worker(s) whilst they are providing care for the Client. It is a legal requirement for the Company to demonstrate supervision of Care Workers.

If the Purchaser and/or Client, or their authorised representative, is not satisfied with the standard of work performed by the Care Worker, then such dissatisfaction should be brought to the attention of the Company and if appropriate the Company should be asked to terminate the assignment. The Company should be notified of any such occurrence and, whenever it is reasonable to do so, the Company will endeavour to replace the Care Worker as quickly as possible.

The Purchaser and/or Client will, however, be responsible for paying the Company's charges in respect of the hours worked by the Care Worker prior to any such termination of an assignment.

The Purchaser and/or Client, or their authorised representative, are responsible for verifying and confirming the hours worked by the Care Worker by signing the daily log at the end of each assignment.

CRIMINAL RECORD BUREAU ("CRB")

Full CRB checks are undertaken on all Care Workers in accordance with relevant local and national regulations to which the Company is subject.

COMPLAINTS

The Company aims to ensure that all Purchasers and/or Service Users are given the highest degree of care and the best possible service. However, a clearly defined complaints procedure exists and full details are set out in a separate document, which is sent to all Purchasers and/or Service Users. Further copies of that document are available upon request.

ENGAGEMENT OF CARE WORKER: FEES

1. The direct engagement or use by the Purchaser and/or Client of Care Workers introduced by or through the Company within the Relevant Period (defined below), will result in the Purchaser and/or the Client incurring the liability to pay to the Company the Introduction Fee as described in paragraph 4 below.

The Relevant Period is during the course of the Company's provision of any Care Worker(s) to the Purchaser or Client or at any time in the period of 12 weeks after the termination of this Agreement.

2. The engagement or use through an agency or other similar organisation (other than the Company) by the Purchaser and/or Client of Care Worker(s) introduced by the Company will result in the Purchaser and/or Client having the same obligation as detailed in paragraph 1. above.
3. The introduction, by the Purchaser and/or Client, of a Care Worker to another employer or agency or similar organisation, resulting in the engagement of such Care Workers by that third party within the relevant period, will render the Purchaser and/or Client liable automatically and without prior notice (verbal or written) to payment of the Introduction Fee (defined in paragraph 4 below).
4. The Introduction Fee will be charged at a rate equal to 15% of the relevant Care Worker's annual salary as at the date of the event giving rise to the obligation on the Purchaser or Client to pay the said Introduction Fee.

CLIENT'S CARS

Care Workers may only drive the Client's cars if covered by adequate insurance (this being the Client's responsibility) and the Client will be responsible for checking that their Care Worker has a valid driving licence and that it meets the Client's own insurance company's policy and criteria.

Neither the Company nor the Care Workers will be liable to pay any insurance excesses payable to the Client's insurance company in the event of an accident or any other claim made.

The Company reserves the right to ask the Client and/or Purchaser to provide a copy of their valid insurance policy or other proof that the relevant Care Worker is insured to drive the relevant vehicle.

The Company accepts no liability in respect of parking costs and fines or other motoring penalties incurred by the Care Worker during the course of provision of the care service. Care Workers are unable to use their own cars during the course of their work.

CLIENT'S TELEPHONES

No Care Worker should use the Client's telephones (whether landlines or mobiles or the internet) other than on the Client's behalf. The Company cannot accept any responsibility for any Client's telephone bills. We recommend the use of call barring on client telephones.

BREAKAGES AND DAMAGES IN CLIENT'S HOMES

The Company cannot accept any liability for any breakages/damages or other losses caused by Care Workers in the Client's home. This should be covered under the Client's household insurance contents policy. It is the Service Users and/or Purchasers responsibility to ensure that the household insurance policy covers the Client for having a Care Worker in the Client's property (whether as live-in care or under hourly-care)

It will be the responsibility of the Purchaser/Client and/or their representative to give clear, proper and adequate instructions for the use of items or electrical equipment in the Client's homes. The Company will not accept any liability for any damage (whether direct or indirect) done by the Care Worker to any goods or equipment in the Client's property.

SEPARATE BEDROOMS

The Company requires that a separate bedroom should be provided for live-in carers and night sleepers.

LIVE IN CARERS TIME OFF

Each live in carer requires as a minimum 2 hours break in each working day. This time should be taken during normal working hours (08.00-18.00 daily). This requirement is designed to ensure the Company's obligations under relevant employment law. If agreed at the time of assessment some of these hours may be banked to provide longer periods of time off on fewer days the minimum block should be 2 hours. However the minimum provision must be 14 hours over a 7 day week. Most Service Users are happy to remain alone for this period. However, if they are not or if there is a higher level of risk then provision may need to be made via an hourly care provider, day centre, family member or volunteer.

The Purchaser or Client will be required to source this and arrange this additional support and to bear any associated costs. Whilst the Company will provide such assistance as it can, it cannot guarantee that it will be able to provide this additional care provision.

FOOD, BEDDING, CLEANING MATERIALS

It is the responsibility of the Client to provide ample food and clean bedding must be supplied for live-in carers, as well as adequate cleaning materials and protective clothing to carry out the service properly. With respect to food we recommend a minimum sum of about £40 a week (or equivalent provision) for the cost of the Care Worker's food. Reasonable consideration must be given to any special dietary requirements and/or preferences of the Care Worker.

EXPECTATIONS OF CARER

Care Workers are not allowed to smoke, take drugs or drink alcohol in the Client's home. We respectfully request that Care Workers are not offered any of these whilst on duty, whatever the occasion. Care Workers are not permitted to accept gifts from Service Users and/or Purchasers. Care workers are not allowed to lend money to or borrow money from a Client and/or Purchaser.

EXPECTATIONS OF CLIENT AND PURCHASER

We expect you to have high expectations from us as a Company and in the care you receive. Equally, our carers will expect to be treated with respect, not to be exploited in any way and to have the support of Helping Hands Office Team when needed. We value our employees and would respectfully request that they are treated as you would expect to be treated yourself. Any harassment or discrimination of any type will be treated very seriously

EQUAL OPPORTUNITIES

The Company operates an equal opportunities policy and makes no discrimination on the basis of age, race, religion, gender, sexual orientation, marital status or disability.

VARIATIONS

These Terms and Conditions of Business constitute all the Terms and Conditions of Business between the Company and the Purchaser and/or Client. No variation of these Terms and Conditions of Business shall be binding unless such variations are agreed upon by both the Company and the Purchaser and/or Client in writing and, in the event that such variations have been so agreed in writing, then those variations shall form part of the Agreement between the Company and the Purchaser and/or Client and these Terms and Conditions of Business, together with any variations agreed, constitute the entire Agreement between the said parties.



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