



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

### **DEFINITIONS**

This Agreement is made 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 Service User).

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 have been made available to the Purchaser either at a meeting, or in correspondence, with any duly authorized representative of the Company and any subsequent acceptance by the Purchaser of the provision of Care Services via the Company will deem that the Purchaser has accepted these Terms and Conditions of Business (to include any revised versions) as being the basis of a contractual agreement between the Company and the Purchaser and/or Service User and these Terms will be binding whether or not the contract for services to be provided is signed.

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 Service User 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 Service User 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 Service User. 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 Service User.

All Bank Holidays are charged at double the standard rate quoted (the "Double Time") by the Company plus the 24<sup>th</sup> December, 27<sup>th</sup> December, 31<sup>st</sup> December and 2<sup>nd</sup> January in any year are to 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 30<sup>th</sup> 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 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 us to comply with 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.

Midshires Care Limited Arrow House, 8 & 9 Church Street, Alcester, Warwickshire, B49 5AJ.

Tel: 01789 762121 – Email: [enquiries@helpinghandshomecare.co.uk](mailto:enquiries@helpinghandshomecare.co.uk)

Updated - January 2008

Any other expenses or charges, as may be agreed between the Company and the Purchaser and/or Service User 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 Service User. 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 Service User'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 Service User or their authorised representative 7 days' notice, in writing, of its intention to charge such interest.

The Company also reserves the right, upon notice of 7 days, in writing, 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 Service User 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 Service User 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.

### **TERMINATION**

The Company reserves the right to charge the Purchaser and/or Service User 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 Service User'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.

### **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

Midshires Care Limited Arrow House, 8 & 9 Church Street, Alcester, Warwickshire, B49 5AJ.

Tel: 01789 762121 – Email: [enquiries@helpinghandshomecare.co.uk](mailto:enquiries@helpinghandshomecare.co.uk)

Updated - January 2008

can only be divulged to the Purchaser and/or Service User in exceptional circumstances. In the event of such disclosure, any such information provided to the Purchaser and/or Service User is provided in strictest confidence and must not be transmitted, in any form, by the Purchaser and/or Service User to any third party.

The Company accepts that all information it holds regarding a Service User's state of health or personal affairs is held in confidence. No such information will be divulged to any third party without the expressed consent of the Service User, the Purchaser or their legal representatives. The only exception to this would be in respect of relevant medical 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 Service User 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 Service User or by their default or breach under the terms of this 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 us to successfully supervise our Care Workers we ask that you allow our assessor staff to attend your home in order to see the carer whilst they are providing care for you. It is a legal requirement for the Company to demonstrate carer supervision.

If the Purchaser and/or Service User, 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 Care Worker concerned immediately and, if appropriate, the Care Worker should be asked to terminate their 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 Service User 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 their assignment.

The Purchaser and/or Service User, or their authorised representative, is 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")**

Under extreme circumstances a Care Worker who has received clearance from the Protection of Vulnerable Adults list (POVA) but may be awaiting their full CRB check to be returned may be placed. We supervise the Care Workers throughout their clearance period if this is the case.

#### **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 engagement or use by the Purchaser and/or Service User of Care Workers introduced by the Company within the Relevant Period (defined below), will result in the Purchaser and/or the Service User having the option of i) paying the Introduction Fee (defined below) or ii) extending the assignment for a period to be agreed with the Company on the same terms as applied to the original assignment.

The Relevant Period is the later of the following periods:

- a) Within 8 weeks commencing on the day after the day on which the Care Worker last worked for the Purchaser or Service User pursuant to the introduction effected by the Company; or
- b) Within 14 weeks commencing on the first day on which the Care Worker worked for the Purchaser or Service User pursuant to the introduction effected by the Company ,

If the Purchaser and/or Service User elects for option ii), they will be entitled to engage the Care Worker direct at the end of the extended period of assignment without payment of any fee to the Company.

2. The engagement or use through an agency or other similar organisation (other than the Company) by the Purchaser and/or Service User of Care Workers introduced by the Company will result in the Purchaser and/or service User having the same options as detailed in 1. above, with the exception that it is only if the Care Worker carried out an assignment for the Purchaser and/or Service User that the relevant period will apply.
3. The introduction, by the Purchaser and/or Service user, 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 Service User liable automatically and without prior notice (verbal or written) to payment of the Introduction Fee (defined below).
4. The Introduction Fee will be charged at a rate equal to 15% of the Care Worker's commencing annual salary.

## **VARIATIONS**

These Terms and Conditions of Business constitute all the Terms and Conditions of Business between the Company and the Purchaser and/or Service User. 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 Service User 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 Service user and these Terms and Conditions of Business, together with any variations agree, constitute the entire agreement between the said parties

## **CLIENT'S CARS**

Care Workers may only drive the Service User's cars if covered by adequate insurance (this being the Service Users responsibility) and the Service User will be responsible for checking that their Care Worker has a valid driving licence and that it meets the Service User'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 Service User's insurance company in the event of an accident or any other claim made.

The Company reserves the right to ask the Service User 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.

## **CLIENT'S TELEPHONES**

No Care Worker should use the Service User's telephones (whether landlines or mobiles or the internet). The Company cannot accept any responsibility for any Service User's telephone bills. We recommend the use of call barring on client telephones. A BT barring service form is provided for your use under separate cover together with the contract package. The Company strongly advises the Service User to use this barring form. Care Workers are only permitted to use the Service User's telephones in the event of an emergency.

### **BREAKAGES AND DAMAGES IN CLIENT'S HOMES**

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

It will be the responsibility of the Purchaser/Service User and/or their representative to give clear, proper and adequate instructions for the use of items or electrical equipment in the Service User'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 Service User'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 ideally per day. This time off must be within daylight hours. If agreed at the time of assessment some of these hours may be banked to provide longer periods of time off on fewer days, but 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. We are happy to discuss how this works in individual circumstances.

### **FOOD, BEDDING, CLEANING MATERIALS**

It is the responsibility of the Service User 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 £30 a week (or equivalent provision) for the cost of the Care Worker's food.

### **EXPECTATIONS OF CARER**

Care Workers are not allowed to smoke, take drugs or drink alcohol in the Service User's home. Care Workers are not permitted to accept gifts from Service Users and/or Purchasers.

### **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.