



Terms & Conditions

Live-In Care

Helping Hands Home Care – terms and conditions of business for live-in care

1 Definitions

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Additional Days: 2 January, 24 December, 27 December and 31 December;

Additional Rate: the daily charge for the provision of the Services on the Additional Days which is one and a half times the Standard Rate;

Care Agreement: the agreement between us and you for the provision of the Services which includes these Terms and any variations agreed in accordance with clause 3.3 and the Support Plan;

Carer: any of our employees who provides the Services to you.

Event Outside Our Control: means any act or event beyond our reasonable control;

Public Holiday Rate: the daily charge for the provision of the Services on Public Holidays, which is twice the Standard Rate;

Public Holidays: public holidays in England;

Services: the live-in care services that we are providing to you as set out in the Support Plan;

Standard Rate: the daily charge for the provision of the Services, as set out in the Care Agreement.

Support Plan: the support plan, risk and care needs assessment which has been signed by you or on your behalf.

Terms: the terms and conditions set out in this document; and

Us, we and our: Midshires Care Limited, registered in England and Wales with company number 3959933 whose registered office is at Arrow House, 8 & 9 Church Street, Alcester, Warwickshire B49 5AJ, trading as "Helping Hands Home Care".

- 1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

- 1.3 If in the Care Agreement the person to whom Services will be provided is not the same person who signed the Care Agreement then references in these Terms to you and your will be to either or both of the person to whom Services will be provided and the person who signed the Care Agreement as the context requires.

2 Our Agreement with you

- 2.1 These are the terms and conditions on which we supply the Services to you. Please ensure that you read these Terms carefully, and check that the details in the Care Agreement and in these Terms are complete and accurate. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.
- 2.2 These Terms will become binding on you and us, and the Care Agreement will come into existence when you sign the Care Agreement or we begin to provide the Services to you, whichever is the earlier.
- 2.3 The Care Agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Care Agreement or these Terms. Any descriptive matters or advertising contained in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Care Agreement or have any contractual force.
- 2.4 If any of these Terms conflict with any term of the Care Agreement, the Care Agreement will take priority.

3 Changes to Terms and the Care Agreement

- 3.1 We may revise these Terms from time to time where there have been:
 - (a) changes in how we accept payment from you; or
 - (b) changes in relevant laws and regulatory requirements.
- 3.2 If we have to revise these Terms under clause 3.1, we will give you, where possible, at least one month's written notice of any changes to these Terms before they take effect and you can choose to cancel the Care Agreement in accordance with clause 10.
- 3.3 If your circumstances or your requirements for the Services change, we will agree with you in writing any changes to the Care Agreement (such as the nature and the price of the Services), and those changes will come into effect from the date we both sign the document setting out those changes.

4 Providing the Services

- 4.1 We will provide the Services to you from the commencement date set out in the Care Agreement until the end date set out in the Care Agreement or, if no end date is set out, until the Care Agreement is terminated in accordance with these Terms. However, we will not be obliged to begin to carry out the Services until you have signed and returned to us a Direct Debit Instruction.
- 4.2 The minimum period for the provision of the Services is three days unless otherwise agreed in writing with us.
- 4.3 We will need certain information from you which is necessary for us to provide the Services. For example, information about any medication you take, which we will discuss this with you and record it in writing. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for Services already carried out.
- 4.4 If you do not pay us for the Services when you are supposed to, as set out in clause 7.1, we may suspend the Services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice under clause 7.4). We will contact you to tell you if we intend suspending the Services, in line with our procedure (available on request). This does not affect our right to charge you interest under clause 7.3.
- 4.5 Your Carer and other members of our staff are able to perform Cardiopulmonary Resuscitation only under the direct guidance of the emergency services and provided that the member of staff feels comfortable and confident to do so.

5 If there is a problem with the Services

- 5.1 In the unlikely event that there is any problem with the Services or with your Carer:
- (a) please contact us and tell us as soon as reasonably possible;
 - (b) please give us a reasonable opportunity to remedy any problem.

- 5.2 Where the problem relates to your Carer, if we cannot remedy the problem to your reasonable satisfaction, we will replace the Carer as soon as reasonably possible after you ask us to do so. However, you will remain responsible for payment for the Services provided by that Carer before the Carer is replaced, and the Services provided by the replacement Carer.
- 5.3 If you are not satisfied with our remedy to your problem with the Services or your Carer, you can make a complaint through our complaints procedure. We will give you a copy of our complaints procedure when you sign the Care Agreement, or you can request a copy from us at any time.
- 5.4 As a consumer, you have legal rights if the Services are not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights.

6 Price and payment

- 6.1 The charges payable by you for the Services are stated in the Care Agreement. These charges can be increased in accordance with clause 6.3 below. Unless the Care Agreement states otherwise:
- (a) Services provided on a Public Holiday will be charged at the Public Holiday Rate; and
 - (b) Services provided on an Additional Day will be charged at the Additional Rate.

Our charges take into account that you will provide accommodation for the Carer.

- 6.2 We reserve the right to charge a supplement of £14 per hour for each hour in the night during which the Carer is continually disturbed. We consider the night to be the hours of 10p.m to 7a.m, and continually disturbed in this clause means that the Carer is disturbed on more than two occasions during the night, or for a period of more than one hour, and this occurs three or more times in any period of five days . We will let you know in writing if we intend to charge the supplement, and provide you with details of how we have calculated the amount we intend to charge. The supplement will be added to our invoice for the Services in the appropriate month. If this happens regularly we will be in contact with you to arrange a reassessment of the care as soon as possible.

- 6.3 We reserve the right, from time to time, to review our charges and the supplement described in clause 6.2. We will give you written notice of any change at least one month before the proposed date of this change. If this charge is not acceptable to you, you must notify us in writing within two weeks of the date of our notice. After we receive your notice, we will have the right to terminate the Care Agreement by giving you two weeks' written notice. If we don't terminate the Care Agreement under this clause, the previous prices will continue to apply and the proposed charge will not take effect.
- 6.4 Our charges for the Services do not include costs that we agree with you for food for the Carer (under clause 8.5), or any other costs that we agree with you for items that we supply to you (such as for vinyl gloves, which are charged at £5 per box, in the event these cannot be kept stocked through visits by your dedicated Local Care Services Manager). You will have to pay these costs in addition. We will itemise and invoice these agreed costs to you in accordance with clause 7.

7 Invoices and payment

- 7.1 Except where clause 7.2 applies, we will invoice you for the Services we provide monthly in arrears. We will also include and itemise in each invoice any additional costs payable in accordance with clause 6.4. You must pay each invoice, in cleared monies, within 14 calendar days of the date of the invoice, by Direct Debit.
- 7.2 If the planned duration of our Services to you is for four weeks or less, we will invoice you in advance and that invoice may include a short-term care fee (which we will itemise in the Care Agreement). You must pay that invoice in cleared monies before we will begin to carry out the Services. You can pay an invoice under this clause 7.2 by credit card, debit card, or direct bank transfer under Fast Payments.
- 7.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 7% a year above the base lending rate of HSBC Bank plc from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We reserve the right to charge you for our reasonable costs incurred in enforcing payment of any overdue amount.

7.4 If you dispute an invoice in good faith and contact us to let us know, within 10 days after you have received an invoice that you dispute it, clause 7.3 will not apply for the period of the dispute.

8 The Carer

8.1 We are legally required to supervise the Carer during the provision of the Services to you. So that we can do so, you agree that our assessor may visit your home to supervise the Carer, provided that we give you reasonable notice and that the assessor will only visit your home at a reasonable time.

8.2 We will ensure that a Disclosure and Barring Service enhanced check is carried out on the Carer before provision of the Services to you begins.

8.3 By law we are required to ensure that the Carer has sufficient rest and breaks while providing the Services. If you require care during any such period we may be able to provide assistance but we cannot guarantee the availability of extra care beyond what is set out in the Care Agreement, but we will support you with any advice or help required at this time if needed.

8.4 You must provide a suitably-furnished bedroom for the Carer's sole use, and access to a bathroom and toilet facilities. You must also provide sufficient clean bedding for the Carer. The Carer's bedroom must be for the Carer's sole use, and you must respect the Carer's privacy and the personal nature of the Carer's property.

8.5 You must provide the Carer with food to an approximate minimum value of £35 per week while the Carer is providing the Services in your home. Where we agree in writing with you, we (or the Carer on our behalf) will purchase food and invoice you for the cost in accordance with clause 7. You must take into consideration any reasonable dietary requirements of the Carer, which we will notify to you.

8.6 You are responsible for the cost of providing adequate cleaning products and protective clothing to allow the Carer to provide the Services.

8.7 The Carer is not permitted to use your telephone or internet connection, except with your agreement, or in the event of an emergency. If you ask the Carer to use your telephone or internet connection, or agree to such use, or the Carer has to use them in an emergency, we will not be responsible for any costs incurred.

8.8 The Carer is not permitted to use your car, unless you have agreed in advance and the car is insured for the Carer to drive. The Carer is not permitted to smoke, take prohibited drugs or drink alcohol while in your home. The Carer is not permitted to accept any gift with a value greater than £20. The Carer is not permitted to lend money to you, or to borrow money from you.

8.9 If, during the provision of the Services or for up to 12 weeks after the Services finish, you employ the Carer (or refer the Carer to another company which then employs the Carer), you will pay us an amount equal to 15% of the annual salary that we paid the Carer. We will invoice you for that amount, and set out how we calculated the amount.

9 Our liability to you

9.1 If we fail to comply with the terms of the Care Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time you and we entered into the Agreement.

9.2 We will not be liable for any breakages or damage caused by the Carer in your home unless this loss, clearly caused by our employee, is not recoverable under your household insurance contents policy. . It is your responsibility to ensure that your household insurance policy will provide you with the cover you expect while the Carer is in your home providing the Services. You will also be responsible for giving clear and adequate instructions for the use of items of electrical equipment in your home.

9.3 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any matter for which it would be unlawful for us to exclude or limit our liability or to attempt to do so

10 Your rights to cancel the Care Agreement and applicable refund

10.1 You have the right to cancel the Care Agreement within 14 days without giving any reason. The cancellation period ends at the end of 14 days after the day on which you sign the Care Agreement.

- 10.2 To exercise that right to cancel, you must inform us of your decision to cancel the Care Agreement by a clear statement, such as a letter sent by post, fax or email. Our contact details are set out in clause 13.
- 10.3 If you cancel the Care Agreement under clause 10.1, we will reimburse to you all payments received from you. We will reimburse you without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel the Agreement. We will make the reimbursement using the same payment method as you used to pay us, unless you have expressly agreed with us that we can reimburse you using a different payment method. In any event, you will not incur any fees as a result of the reimbursement.
- 10.4 However, if you cancel the Care Agreement under clause 10.1 and we have already begun carrying out the Services at your request, you will pay us any costs we have reasonably incurred, and these costs will be deducted from any refund that is due to you or, if no refund is due to you, the costs will be invoiced to you. We will tell you what these costs are when you contact us.
- 10.5 If we begin to provide the Services during the cancellation period at your request, and complete the Services before the end of the expiry period, your right to cancel set out in clause 10.1 will be lost.
- 10.6 After the cancellation period in clause 10.1 has expired, you may cancel the Care Agreement at any time by providing us with at least 14 days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you. We will invoice you for any Services that we have carried out but you have not paid for (including during the 14-day notice period) in accordance with clause 7.

- 10.7 You may cancel the Care Agreement with immediate effect by giving us written notice if:
- (a) we breach the Care Agreement in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing;
 - (b) we go into liquidation or a receiver or an administrator is appointed over our assets;
 - (c) we change these Terms under clause 3.1 to your material disadvantage;
 - (d) we are unable to provide the Services because of an Event Outside Our Control.

11 Our rights to cancel the Care Agreement and applicable refund

- 11.1 Once we have begun to provide the Services to you, we may cancel the Care Agreement at any time by providing you with at least 30 days' notice in writing. If you have made any payment in advance for Services that have not been carried out, we will refund these amounts to you.
- 11.2 We may cancel the Care Agreement at any time with immediate effect by giving you written notice if:
- (a) you do not return a Direct Debit mandate to us within seven days of signing the Care Agreement; or
 - (b) we perceive a significant risk of harm to the Carer; or
 - (c) you breach the Care Agreement in any other material way and, if the breach can be corrected or fixed, you do not correct or fix it within 14 days of us asking you in writing to do so
- 11.3 Without prejudice to our other rights and remedies under the Care Agreement, we are entitled to suspend the Services or terminate the Care Agreement on seven days' written notice to you if any invoice we have sent to you remains unpaid more than 30 days after the invoice date.

12 Events Outside Our Control

- 12.1 We may have to cancel the Agreement before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel without whom we cannot provide the Services. We will promptly contact you if this happens. If you have made any payment in advance for Services that have not been carried out, we will refund these amounts to you.

- 12.2 Following the start date of the Services, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by an Event Outside Our Control.
- 12.3 If an Event Outside Our Control affects our provision of the Services:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our provision of the Services will be suspended for the duration of the Event Outside Our Control. We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 12.4 You may cancel the Care Agreement if an Event Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 10. We may cancel the Care Agreement by giving you notice in writing if the Event Outside Our Control continues for longer than two weeks.

13 Information about us and how to contact us

- 13.1 We are a company registered in England and Wales. Our company registration number is 3959933 and our registered office is at Arrow House, 8 & 9 Church Street, Alcester, Warwickshire B49 5AJ.
- 13.2 If you have any questions, at any time the, in the first instance, you should address these to your dedicated Local Care Service Manager. In the event you are unable to get a response, in the time required, then please ring us on 01789 762121, which is answered at all times, or by e-mail to enquiries@helpinghands.co.uk.
- 13.3 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the Care Agreement), you can send this to us by e-mail, by fax, by hand, or by post using the details set out above. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address you provide to us in the Care Agreement.

14 Confidentiality and how we use your personal information

- 14.1 Information that we may hold about you, about your health, and physical or mental wellbeing is “sensitive personal data” for the purposes of the Data Protection Act 1998. By signing the Care Agreement you explicitly consent to us processing that sensitive personal data.
- 14.2 We will use the personal information you provide to us only:
- (a) to provide the Services;
 - (b) to process your payment for the Services;
 - (c) as required under any legislation or code of practice that we are bound by in relation to the provision of the Services; and
 - (d) to enable us to seek feedback about the Services either directly or through a third party on our behalf.
- 14.3 We will not otherwise give your personal data to any third party without your prior consent. However, in the event that you are not able to give consent, you agree that we are permitted to disclose your personal data to any medical professional who needs to know it for the purposes of providing you with medical care.
- 14.4 We are under a duty of confidentiality to Carers, and we can only disclose to you information about a Carer (such as the Carer’s professional references) with the Carer’s consent. Any information about a Carer that we disclose to you is confidential and you must not disclose it to anyone else.

15 Other important terms

- 15.1 We may transfer our rights and obligations under the Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Agreement.
- 15.2 You may only transfer your rights or your obligations under the Agreement to another person if we agree in writing.
- 15.3 The Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

- 15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.6 The Agreement is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.