



# **Helping Hands Home Care**

## **Terms & Conditions of Business**

# Welcome to Helping Hands

This document sets out the Terms and Conditions of our agreement together, explaining how we'll work together to provide care to help you, or your loved one, live well in the home and community they love.

We know that inviting someone into your home is a deeply personal decision, and we're honoured to be trusted with that responsibility. Our aim is to make the process as smooth and reassuring as possible, so this document sets out what you can expect from us, and what we'll need from you in return.

To keep everything straightforward, we've highlighted the key terms towards the end of this document and explained how they may shape your care experience along with a few frequently asked questions at the end.

There may be other details which are important to you, so please read this document in full.

If you have any queries, please feel free to contact your Care Manager who will be able to explain what they mean in more detail. Once again, we sincerely thank you for choosing Helping Hands and are looking forward to helping make a positive difference to the life of you and your loved ones.

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### **The Care Agreement is made up of:**

- 1) these Terms (the Terms and Conditions on which we supply the Services to you);
- 2) the Service Branch Price List (for Hourly Care) or quotation for Live-in Care as provided by your Care Manager; and
- 3) the Care Plan (which describes the Services we have agreed to deliver).

Please ensure that you read these Terms (and the documents referred to above that make up your Care Agreement) carefully as they contain important information about our Services.

## **1 DEFINITIONS**

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

**Bank Holiday:** means a public bank holiday in either England, Northern Ireland, Scotland or Wales;

**Care Agreement:** the agreement between us and you for the provision of the Services which includes these Terms, the Care Plan, the Service Branch Price List (for Hourly Care) or quotation for Live-in Care as provided by your Care Manager, and any variations from time to time. For Hourly Care, this also includes the Price List;

**Carer(s):** any of our employees who provide the Services to the Customer;

**Customer:** the individual receiving the Services (rather than any applicable Attorney, Deputy or Guarantor);

**GDPR:** means the UK General Data Protection Regulation and, where applicable, Regulation (EU) 2016/679, as amended or replaced from time to time;

**Guarantor:** means a person other than the Customer (for example a friend or relative) who accepts personal liability for paying the fees;

**Hourly Care:** means home care services, visiting care or nursing care which is provided other than on a live-in basis.

**Live-in Care:** means home care services provided by a Carer living with the Customer in their own home;

**Price List:** means the schedule of rates for the Hourly Care Services, which are provided to you in advance of agreeing the Care Plan and updated from time to time in accordance with these Terms;

**Services:** means the Hourly Care or Live-in Care we have agreed to provide to you, as set out in the Care Plan;

**Setup Fee:** means a non-refundable fee of £100 (only charged to Customers receiving Hourly Care Services for less than 4 weeks and Live-in Care Services provided on a non-respite basis for less than four weeks), which represents our reasonable costs incurred in carrying out the initial assessment, compiling the Care Plan and preparing the services for you even if the Services are not actually delivered;

**Care Plan:** details the type of services we have agreed to deliver (following a risk and care needs assessment), the time and duration of the Services by which you can calculate the anticipated cost (in accordance with the Price List for Hourly Care or Live-in quotation provided by the Care Manager);

**Terms:** the Terms and Conditions of business set out in this document, which form part of the Care Agreement;

**Us, we and our:** Midshires Care Limited, registered in England and Wales with company number 3959933 whose registered office is at 10 Tything Road West, Alcester, Warwickshire, B49 6EP, trading as “Helping Hands Home Care”; and

**You, your:** means the Customer unless the Terms refer to a duty to pay our Fees and the Guarantor has accepted liability to pay our fees for the Services, in which case references to ‘**you**’ or ‘**your**’ will refer to the Guarantor as the context requires (see clause 1.3 below).

**1.2** When we use the words “writing” or “written” in these Terms, this will include email unless we say otherwise.

**1.3** Where you are not the Customer (or their Attorney or Deputy), it is important to understand that, in consideration for us providing the Services to the Customer, you acknowledge and agree to pay our fees in accordance with the payment Terms in these Terms and Conditions. You agree that your obligation to pay our fees is a primary obligation (not a guarantee if the person receiving the Services does not agree to pay the fees) and therefore you will be obliged to pay the fees without us first having to recover the fees from the Customer.

**1.4** We shall not be entitled to recover the same fees twice and therefore we shall not be entitled to recover any fees:

- 1.4.1** from you under this contract, which have already been paid by the Customer; or
- 1.4.2** from the Customer which have already been paid by you.

## **2 OUR AGREEMENT WITH YOU**

- 2.1** These Terms will become binding on you and us, and the Care Agreement will come into existence when you explicitly request that we begin to supply the Services to you, or we begin to provide the Services to you; whichever is the earlier.
- 2.2** We will not be obliged to start the Services until you have signed the Consent to Care and agreed your Care Plan. We will also ask you to sign a Direct Debit Instruction which is our preferred payment option. If you do not pay by direct debit you will remain liable to make payment for the fees in accordance with clause 6.
- 2.3** The advertising and marketing materials in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the general services we can make available, listed by category type. These are provided for illustrative purposes only and do not form part of the Care Agreement we have with you.
- 2.4** The description of your Services is found in your Care Plan. Please check that the details in the Care Plan 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 to your Care Plan in writing to avoid any confusion between you and us.
- 2.5** We will review your Care Plan from time to time, and if we reasonably believe that your needs or requirements have increased or reduced, we will discuss with you whether the Care Plan needs to be changed and how this may impact your fees.
- 2.6** In the event of your death, the Care Agreement will end automatically. We will only charge for Services up to the date of your death and a notice period will not be charged.

## **3 PROVIDING THE SERVICES**

- 3.1** We will provide the Services to you with reasonable care and skill and in accordance with the scope set out in the Care Plan.
- 3.2** The minimum period for the provision of Live-in Care is 7 days, unless otherwise agreed in writing with us. If no end date is set out in your Care

Plan, the Care Agreement will continue until it is terminated in accordance with these Terms.

- 3.3** If you ask the Carer to leave early during a planned visit, you will still be **charged for the whole of the planned visit**. If this happens, we may discuss with you whether the Care Plan needs to be changed to better reflect your needs and requirements and how this will impact your fees.
- 3.4** Due to the nature of the Services, you will need to provide us and the Carer with access to your home to provide the Services and for us to assess the quality of the care that we are providing. If you do not allow us access to your home or other property to perform the Services as arranged (and you do not have a good reason for this), we may charge you the cost of those arranged Services. If, despite our reasonable efforts, we are unable to contact you or rearrange access to your home, we may suspend the Services or cancel the Care Agreement in accordance with Clause 10.
- 3.5** Please note: if you do not pay your first invoice within 9 days of the invoice date (see Clause 6), we may suspend or send notice to cease care with immediate effect until such time as the invoice is settled in full. We will contact you in advance if we intend to suspend the Services. This does not affect our right to charge you interest under clause 6.4.2.

## 4 THE CARER

### Terms applicable to both Live-in Care and Hourly Visiting Care

- 4.1** We will ensure we have appropriately vetted your Carer before the Services begin, which includes staff training, background checks and complying with our regulatory requirements. Such vetting processes shall be carried out at our sole discretion and in accordance with applicable laws.
- 4.2** You must treat the Carer with respect and dignity. Any failure to do so will be a significant breach by you of the Care Agreement and allow us to terminate in accordance with Clause 10.
- 4.3** We are committed to providing a safe working environment for our Carers and operate a zero-tolerance approach to sexual harassment, harassment, abuse or inappropriate behaviour of any kind.
- 4.4** We take proactive steps to prevent sexual harassment, including staff training, risk assessment, clear reporting procedures and ongoing monitoring, in line with our legal obligations.
- 4.5** You, and anyone present in your home, must treat the Carer with dignity and respect at all times. Any behaviour which is intimidating, offensive,

sexually inappropriate or abusive will be treated as a serious breach of this Care Agreement.

- 4.6** Where a Carer raises a concern or complaint relating to harassment or inappropriate conduct, we may:
- 4.6.1** suspend or withdraw the Carer from your home immediately where necessary to protect their safety;
  - 4.6.2** investigate the matter in accordance with our internal procedures; and
  - 4.6.3** take appropriate action, which may include terminating the Care Agreement in accordance with Clause 10.
- 4.7** This clause 4 does not limit your right to raise concerns about the standard of care provided, which should be reported in accordance with Clause 12.
- 4.8** You are responsible for the cost of providing adequate cleaning products and protective clothing to allow the Carer to provide the Services.
- 4.9** You must provide the Carer with access to any existing internet connection you have at your home. If you ask the Carer to use your telephone or internet connection or agree to such use, or the Carer must use them in an emergency, we will not be responsible for any costs incurred.
- 4.10** 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); smoke, take prohibited drugs or drink alcohol while in your home; accept any gift with a value greater than £20; or lend money to you, or to borrow money from you.
- 4.11** If, during the provision of the Services or within 12 weeks of when they were last provided to you, you wish to employ the Carer directly, rather than through Helping Hands, or you intend to introduce them to another agency or employer, you may be required to pay us a transfer fee.
- 4.12** You must provide us with at least three months' notice and obtain our prior written consent before any transfer takes place.
- 4.13** The transfer fee will be a fixed fee of £4,000 which reflects the reasonable costs we incur, including but not limited to: hiring a Carer, providing staff training, engaging with the regulator, how we provide our services and the costs associated in finding and training a replacement Carer.

#### **Terms applicable to Live-in Care only**

- 4.14** You will provide food (minimum value of **£40 per week**) and cooking facilities for the Carer whilst they are providing the Services in your home. You must take into consideration any reasonable dietary requirements of the Carer, which we will notify to you.



- 4.15** You must provide and maintain any equipment necessary to deliver the Services.
- 4.16** You must provide a suitably-furnished bedroom for the Carer 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.
- 4.17** Our Carers must receive proper rest between providing the Services. **You must allow the Carer to take at least two hours' break each day, during which they may spend time away from your home.** The Carer will keep a record of the tasks they perform during the day.
- 4.18** The Carer can take their breaks at times to suit both of you, provided they are able to take at least 14 hours' break during each week.
- 4.19** Please note your live-in fees do not include the cost of providing another Carer to deliver the Services to cover your primary Carer taking a break. We do however have an extensive branch network across England and Wales so please speak to your Care Manager who can assist in arranging local break cover support, which will be charged at the local branch hourly rate.
- 4.20** The Carer should be able to achieve sufficient rest during each 24-hour period which will be documented in the Care Plan. Where a Carer has notified us that they are unable to get this rest period:
- 4.20.1** We will be in contact with you to discuss arrangements for ensuring the Carer has the required rest and carry out a reassessment of the Care Plan as soon as reasonably possible; and
- 4.20.2** We reserve the right to arrange a second Carer to attend your home to provide the Services if it is assessed that our Carer cannot do their work safely alone. You will be liable for the costs of any second Carer with the associated costs being agreed with you in advance of the second Carer assisting with the provision of the Services.

## 5 PRICE

### Terms applicable to both Hourly Care and Live-in Care

- 5.1** As part of our regular service reviews, we review our fee rates at least once a year. We reserve the right to review fees in response to any unexpected legislative or environmental change not anticipated at the time of the standard annual review.
- 5.2** We'll give you written notice of any change or increase to your fees at least

30 days before the proposed change takes effect. If you do not agree to the change, you can cancel this Care Agreement by providing 14 days' notice in accordance with Clause 9.

**5.3** You are responsible for paying the Carer's costs of accompanying you on any excursions (such as public transport, taxis, cinema, theatre or meals out) and if the Carer incurs any third party expenses directly related to delivering your care (e.g. having to pay a car parking charge because you do not have any free off road parking for them). These are not included in the fees for the Services.

**5.4** The charge for your Services is calculated based on the rates as set out in our Price List and may include a Setup Fee. Please note the following incur additional or increased charges:

**5.4.1** Services provided on **Christmas Day, Boxing Day, and New Years Day** are charged at **2.0 times** the standard hourly or daily rate; and

**5.4.2** Services provided on other **Bank Holidays, Christmas Eve** and **New Year's Eve** are charged at **1.5 times** the standard hourly or daily rate (for Hourly Services the 1.5 times uplift on Christmas and New Years eve is only charged for visits after 6:00pm on that day).

#### **Terms applicable to Hourly Care**

**5.5** Where the Carer delivers the Services for longer than originally planned (at your request or in the event of an emergency), we will charge the additional time at the standard hourly rate, calculated in accordance with the Price List.

#### **Terms applicable to Live-in Care**

**5.6** The charge for Live-in Care is calculated based on a weekly rate for ongoing Live-in Care and Respite Care, based on the planned Services which are detailed in your Care Plan and notified to you in quotation form by the Care Manager.

**5.7** Where the Services set out in your Care Plan are due to be provided for four weeks or less, you will pay the fees in advance including but not limited to the Setup Fee. These fees (but not the **£100 Setup Fee**) are refundable if you cancel this Care Agreement, provided you give us at least 14 days' notice of your wish to cancel.

**5.8** Where the Services are agreed for a definite period of time and subsequently become ongoing, the fee rate will be reassessed to a standard rate from an agreed date with your Care Manager.

**5.9** Where the Services are agreed as ongoing and subsequently become a

short-term duration, we reserve the right to charge the entire duration at our uplifted respite fee rates as set out in the Price List.

## 6 PAYMENT

- 6.1** Your Care Plan sets out the agreed Services to be provided to you.
- 6.2** If the Services are for four weeks or less, we will invoice you in advance and the sum must be paid before we can begin the Services.
- 6.3** If the Services are for more than four weeks, we will invoice you weekly in arrears. Invoices should be paid within 9 days by Direct Debit. In the event that the fees in an invoice are disputed, you must contact us without undue delay. Customers unable to pay by direct debit will incur **an administration fee of £20 per invoice** to cover our reasonable costs of processing the payment.
- 6.4** If you do not pay our invoice within 14 days, we may:
  - 6.4.1** notify you of the sums outstanding and confirm that payment is due within 7 days of our notice or the Care Agreement may be terminated. This notice incurs an **administration fee of £25;**
  - 6.4.2** charge interest on the overdue amount at the rate of 5% a year above the Bank of England's base rate from time to time but at 5% a year for any period when that base rate is below 0% (unless there is an error in our invoice);

We reserve the right to exercise the following:

- 6.4.3** suspend the Services until any outstanding sum is paid;
- 6.4.4** terminate the Care Agreement on immediate notice;
- 6.4.5** engage the services of a debt factoring company to collect the fees on our behalf; and
- 6.4.6** take legal action to recover the outstanding fees.

## 7 OUR LIABILITY TO YOU

- 7.1** We will compensate you for loss or damage you may suffer if we fail to carry out duties imposed on us by law, but not where that failure is attributable to:
  - 7.1.1** your own fault;
  - 7.1.2** a third party unconnected with the provision of Services under this contract;

- 7.1.3** any deliberate act or omission by the Carer; or
- 7.1.4** an event which we would not have foreseen or prevented even if we had taken all reasonable care.
- 7.2** We accept no liability for any losses, costs, damages, claims or expenses in relation to your personal property, including your home or vehicle.
- 7.3** 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; or (c) any other liability which cannot be limited or excluded by law.

## 8 YOUR RIGHTS TO CANCEL

- 8.1** You have the right to cancel the Care Agreement immediately, within the first 14 days without giving any reason (the “**Cooling Off Period**”). The Cooling Off Period ends at the end of 14 days after the day on which you sign the Care Agreement.
- 8.2** To exercise the 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, email or phone call. You may use the Model Cancellation form at the end of these Terms.
- 8.3** In all circumstances, we will provide you with a final invoice and statement detailing any refund that is due to you or, if no refund is due to you, the costs which remain payable.

### Changing your mind and cancelling within the first 14 days

- 8.4** If you cancel the Care Agreement **within the first 14 days** (where we have already begun carrying out the Services at your request), we will reimburse to you all payments received from you in advance, apart from the following, non-refundable fees:
  - 8.4.1** **the Setup Fee of £100.** These sums represent the reasonable cost of setting up the Services and appointing a Carer to you, which are services we provide to you up to the time when you told us you had changed your mind and wish to cancel; and
  - 8.4.2** the cost of any **Services provided to you** (calculated on a daily basis in accordance with the Price List or quotation provided by the Care Manager).
- 8.5** 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 Care 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.

### **Cancelling after the first 14 days**

- 8.6** If you wish to cancel the Care Agreement **after the first 14 days**, you must provide us with at least 14 days' notice in writing. You must continue to pay for the Services which were due to be provided under your Care Plan during your 14-day notice period (calculated on a daily basis in accordance with the Price List or quotation provided by the Care Manager). We will refund you any payments made in advance for Services due to be provided after the end of your 14-day notice period.
- 8.7** Where there has been a significant change in your circumstances which results in a material change to the amount of Services provided during the final 14 days of the Care Agreement, we may charge for the amount of Services usually provided under your Care Plan. Such charges shall be considered at our sole discretion. In respect of Live-in Care, we will **not refund** the Setup Fee of £100. This sum represents the reasonable cost of setting up the Services and appointing a Carer to you.
- 8.8** You may cancel the Care Agreement with immediate effect by giving us written notice if:
- 8.8.1** 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;
  - 8.8.2** we go into liquidation or a receiver or an administrator is appointed over our assets;
  - 8.8.3** we attempt to change these Terms without giving you at least 30 days notice; or
  - 8.8.4** we are unable to provide the Services because of an event outside our reasonable control.
- 8.9** In the event of your death we will not charge the cancellation charge and you will be liable to pay for Services received up to the date of your death.

### **Cancellation Fee due to long periods of inactivity**

- 8.10** If you temporarily cancel care and are expected to return but subsequently do not return within 12 weeks, we will automatically process you as a leaver and charge the applicable notice period.

## 9 CHANGES TO PLANNED CARE WITHOUT CANCELLING YOUR CARE AGREEMENT

- 9.1** If you wish to suspend the Services temporarily due to a planned holiday, you must give us at least 7 days' notice.
- 9.2** Where you provide us with at least 7 days' notice to suspend any planned care we will not charge for those Services (up to a maximum of four weeks) which were due to be provided under your Care Plan during that period of absence, after which period the Services will recommence.
- 9.3** If you are admitted to hospital due to unforeseen circumstances and you do not want the Carer to attend with you in hospital, we only charge you for the Services that were due to be provided under your Care Plan during the first 48 hours of your hospitalisation. If you would like your Carer to attend with you in hospital (including changing the Care Plan for your duration of your stay in hospital) we will waive the 48-hour notice period charge that relates to hospitalisations only.
- 9.4** If you do not want the Services to start again after your hospital admission, you must provide us with at least 14 days' written notice to cancel your Care Agreement.
- 9.5** If you do not give us the required notice set out in Clause 9.3, you must continue to pay for the Services which would have normally been provided in accordance with your Care Plan.

## 10 OUR RIGHT TO SUSPEND THE SERVICES OR CANCEL THE CARE AGREEMENT

- 10.1** We may suspend the Services if you fail to pay our invoice in full within 9 days.
- 10.2** We may cancel the Care Agreement (for any reason) 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.
- 10.3** We may cancel the Care Agreement at any time with immediate effect by giving you written notice if:
- 10.3.1** you do not return a Direct Debit mandate to us within 7 days of signing the Care Plan;
- 10.3.2** we reasonably believe there is a foreseeable risk of harm to the Carer;

- 10.3.3** you have failed to settle any outstanding invoice within 7 days of our written reminder, as set out in Clause 6.4.1;
- 10.3.4** 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. Such circumstances would include;
- (a) refusing us and/or the Carer access to your property to deliver the Services;
  - (b) failure to provide us with accurate and sufficiently detailed information about your needs, requirements or health;
  - (c) physically or verbally abusing the Carer; or
  - (d) sexual or racial harassment, extreme alcohol consumption, unreasonable behaviour or requests that the Carer undertake unreasonable or illegal activities.

## 11 EVENTS OUTSIDE OUR CONTROL

- 11.1** This section applies to any act or event beyond our reasonable control. If an event outside our control affects our provision of the Services:
- 11.1.1** we will contact you as soon as reasonably possible to notify you; and
  - 11.1.2** 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.
- 11.2** 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. We will ensure that the Carer's visits are provided as close as reasonably possible to the times agreed between us from time to time. In some cases, the Carer may not attend due to circumstances beyond their control such as transport problems or the need to respond to emergency situations with other customers. Whilst our Carers will use all reasonable efforts to provide the Services in accordance with the details in your Care Plan, we will give you as much notice as possible if we need to change the time or duration of the Carer's visit for any reason.
- 11.3** You must not rely on your Carer or other members of our staff to perform medical services, even in an emergency. Your Carer and other members of our staff are able to perform Cardiopulmonary Resuscitation (CPR) only under the direct guidance of the emergency services and provided that the member of staff feels comfortable and confident to do so.

## 12 INFORMATION ABOUT US, FEEDBACK AND HOW TO CONTACT US

- 12.1** We are a company registered in England and Wales. Our company registration number is 3959933 and our registered office is at Helping Hands House, 10 Tything Road West, Kinwarton, Alcester, Warwickshire B49 6EP.
- 12.2** We are registered with the Care Quality Commission with inspection certificate number E520002043. Our CQC registration number is 1-101671690. In Wales, our Care Inspectorate Wales certificate number is W15/00000831/0001/0001.
- 12.3** If you have any questions at any time, you should address these to your dedicated Care Manager in the first instance. 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](mailto:enquiries@helpinghands.co.uk).
- 12.4** 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 or 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 or post to the address you provide to us in the Care Agreement.
- 12.5** In the unlikely event that there is any problem with the Services or with your Carer, please contact us and tell us as soon as is reasonably possible so that we may have a reasonable opportunity to remedy any potential problems.
- 12.6** 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. A copy of our complaints procedure is available on our website: [www.helpinghandshomecare.co.uk/customer-complaints](http://www.helpinghandshomecare.co.uk/customer-complaints) and 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.
- 12.7** 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, Trading Standards Office or the Local Government and Social Care Ombudsman. Nothing in these Terms will reduce your legal rights as a consumer.



## 13 CONFIDENTIALITY AND YOUR PERSONAL DATA

- 13.1** We will need certain information from you to provide the Services. If you do not, after being reasonably asked by us, provide us with this information which is necessary for the provision of the Services, or you provide us with incomplete or incorrect information, we may not be able to provide the Services to you. In such circumstances, we may suspend the Services or terminate the Care Agreement in accordance with Clause 10.
- 13.2** We will hold information about your contact details, health, and physical or mental wellbeing in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation. We will never sell your personal data.
- 13.3** We will respect your privacy and confidentiality and will process your personal information lawfully, fairly and transparently and will only use your personal information as set out in our Privacy Policy.
- 13.4** Our Privacy Policy explains what data we collect, how and why we use that data, as well as letting you know whether we will need to share your data with other parties (for example doctors or social workers). You can find our Privacy Policy at [www.helpinghandshomecare.co.uk/privacy](http://www.helpinghandshomecare.co.uk/privacy) and we are happy to provide a copy upon request.
- 13.5** You agree that we may disclose limited personal information about the Carer to you where reasonably necessary for the provision of the Services and that such information is strictly confidential. You also agree that you will not share, either directly or indirectly, such information to any other person, company or firm for any reason unless such disclosure is required by law, or by a regulator (including the Care Quality Commission, Care Inspectorate Wales or a relevant local authority).
- 13.6** We will take appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction or damage, and nothing in this Care Agreement limits your rights under applicable data protection law.

## 14 CHANGES TO THESE TERMS AND THE CARE PLAN

- 14.1** We may revise these Terms from time to time. We will give you at least 30 days' written notice of any changes to these Terms unless the change is required immediately to ensure your safety or to comply with the law. If you do not agree to the proposed change, you can cancel the Care Agreement in accordance with Clause 9.

- 14.2** Where you or we reasonably believe that the Services need to change to meet your needs or requirements, we will agree any changes to the Care Plan in writing. This includes any change to the type of Services, when and how they are delivered as well as change to the price. If we are not able to reach agreement on changes to the Care Plan, either you or we may cancel this Care Agreement in accordance with Clauses 9 and 10.

## **15 OTHER IMPORTANT TERMS**

- 15.1** You must ensure that your home is a safe environment and free from any hazards or illness which may put the Carer at risk.
- 15.2** We cannot give you advice on personal finances and you are responsible for arranging any financial support from the Local Authority. For information on assistance with paying for the Services, please contact your Local Authority, the Citizens Advice Bureau or an independent financial advisor.
- 15.3** We may transfer our rights and obligations under the Care Agreement to another organisation, and we will always notify you in writing if this happens. You may not transfer your rights or obligations under the Care Agreement without our prior written consent.
- 15.4** Each of the paragraphs of these Terms operate 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** In the event that you have been introduced to us by a third party referral agent or body, it is agreed that you will have no recourse to that third party referral agent or body in any way as part of this Care Agreement.

# CARE AGREEMENT CANCELLATION FORM

If you wish to cancel this Care Agreement, you can do so in writing or send (which may be by e-mail) this notice to the Care Manager. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form only if you wish to cancel the Care Agreement)

**To:** .....

Helping Hands, 10 Tything Road West, Alcester, Warwickshire, B49 6EP

**Telephone:** 01789 762121

**Email:** enquiries@helpinghands.co.uk

I hereby give notice that I wish to cancel my Care Agreement with Helping Hands and accordingly the Services.

**Dated (insert date)** .....

**Signed:** .....

**Customer Name:** .....

**Customer Address:**  
.....  
.....  
.....

# Frequently Asked Questions

We want you to feel fully informed about how we work together to help your family. We know that as situations change it can often raise questions, so we've gathered together the things people most often want to understand about our T&Cs.

Our aim is to help you navigate this agreement with confidence, so you can continue focusing on living well at home. Every family situation is unique, and you may have questions that aren't covered here.

If anything feels unclear or you'd simply like to talk something through in more detail, your Care Manager is always here to help.

## Frequently Asked Questions

### 1. Why do I need to sign this agreement?

The Care Agreement puts in writing how we will work together and outlines the responsibilities of both you (the Customer) and Helping Hands.

Please note that if you are signing this agreement on behalf of the Customer, then you will become responsible for paying the fees for our Services.

### 2. I am a "funded" customer, why do I need to sign this agreement?

If your care needs are publicly funded and the funding is withdrawn or reduced, you will be responsible for paying the fees for our services in full.

It is therefore vital that you tell us if your funding is changing or ending.

By giving us notice in advance that your funding may be about to change, we may be able to help you defend the proposed reduction in funded care and/or we can review your care needs to ensure it meets your new budget.

### 3. Direct Debit – Why do you want me to pay via direct debit? (Clause 6)

Direct Debit is the most simple, easy and hassle-free way to pay our bills for both you and us.

It means you have peace of mind that payments will be made automatically, so that you can avoid any late payment fees (see 5 below) and we can concentrate on providing the care services.

#### 4. Fees – How much will it cost? (Clause 5 and the Pricing Schedule and Care Plan)

We have different fees for hourly visiting care and live-in care.

**HOURLY VISITING CARE** – this is set out in the Service Branch Price List which you can obtain from your Care Manager.

**LIVE-IN CARE** – this will be set out in your Care Plan and advised to you by your Care Manager.

Fees will vary dependent on the complexity of your care needs and the number of hours / days of Care provided to you. Live-in Care is provided for a minimum seven-day period.

Services provided on Christmas Day, Boxing Day and New Year's Day are charged at 2.0 times the standard hourly or daily rate.

Services provided on other Bank Holidays, Christmas Eve and New Year's Eve are charged at 1.5 times the standard hourly or daily rate.

For Hourly Care only, the Christmas and New Years eve uplifts are only applied for calls after 6:00pm on those days.

Please note that we will review our prices at least once a year, giving you 30 days notice of any changes.

#### 5. What other charges might I incur? (Clause 3, 4, 5 and 6)

Our other fees comprise:

- a. £100 Setup Fee** – a one-off non-refundable fee payable by Customers that receive Hourly Care and Live-in Care for less than 4 weeks (except for those onboarded as part of our respite package). This covers the costs of the initial assessment, compiling the Care Plan and preparing the Services for you.
- b. Cancellation Fee** – we require 14 days' notice to cancel care either on an HOURLY or LIVE-IN basis. We are committed to paying our carers for visits cancelled at short notice, so if care is cancelled without the required notice being given, the first 14 days of care will still be invoiced.
- c. Planned breaks and hospitals** – we need 7 days notice if you want to take a planned break such as a holiday or a planned hospital appointment. In the event that we do not receive 7 days prior notice, we will charge for the Services planned to be provided.
- d. Unplanned hospitalisations** – in the event of an unplanned hospitalisation, we charge for services due to be provided during the first 48 hours of your hospitalisation. We will waive the 48 hours notice if you want your Carer to attend hospital and will temporarily amend the amount of care under the Care Plan for the duration of the hospitalisation.

It is expected that the Services will recommence on your return. If you wish to cancel the Services permanently, you must give us at least 14 days' notice. If you do not recommence care after 12 weeks, we reserve the right to charge the applicable notice period in line with clause 8.10.

- e. Direct employment of Carers** – our Carers are extremely important to us. They are key to providing good customer service, and we invest in their training and development so that we can meet yours and our other Customers' requirements. If you attempt to hire one or more of our Carers directly or introduce them to an agency, you may be required to pay £4,000 which represents the cost of us of losing them as an employee.
- f. Administration Fee** – to cover the cost of processing the payment, £20 per invoice is charged for any Customers who do not pay via Direct Debit (please see 3 above).
- g. Late payment Fee** – £25 per invoice is charged each time you fail to pay our invoice within 9 days and this represents the administrative costs of recovering your late payment. In addition we may also charge late payment interest.
- h. Carers' costs** – if the Carer accompanies you on excursions, or incurs third party expenses directly related to delivering your care (e.g. having to pay a car parking charge because you do not have any free off road parking for them) you will need to pay their expenses.
- i. Second Live-in Carer** – where we assess that our Carer cannot do their work safely, we reserve the right to arrange for a second Carer to assist with your care – the costs of which will be discussed with you in advance.
- j. Live In/Live Out Service** – where you require Live-In Service but do not wish the Carer to live in your home, alternate accommodation for your Carer must be sourced. Whilst we may assist you in finding accommodation for the Carer, the cost of accommodation is solely your responsibility.

## **6. Live-in Care – what else do I, the Customer need to provide? (Clause 4.7 – 4.10)**

We require that our Live-in Carers are provided with:

- a.** Their own bedroom for their exclusive use, so they can have appropriate rest and personal time.
- b.** Two hours' break time during each day, during which they will be free to leave the property. Please note your Live-in fees do not include the cost of providing another Carer to provide the services to cover your primary Carer taking a break. We do however have an extensive branch network across England and Wales, so please speak to your Care Manager who can assist in arranging local break cover support, which will be charged at the local branch rate.

- c. Food to the value of a minimum £40 per week to maintain their health and wellbeing.

## **7. Car insurance and related matters – is my Carer able to drive my car?**

If you wish our Carer to drive you or your loved one around in either your or their vehicle you must ensure that you or they are adequately insured, the vehicle is road worthy, and the Carer holds the appropriate licence. In the event of an accident the costs of any claim will be for you and your insurer to settle. This term applies to both our Carers providing Live-in and Hourly Care.

## **8. Refunds and Disputes – How does this work? (Clause 12.5)**

We want you to be happy with the service we provide to you and your loved one.

In the event where something goes wrong or is not to your liking, please contact your Care Manager at the earliest opportunity.

## **9. Personal Data – What will you use my information for? (Clause 13)**

Your information is personal to you and we will keep it safe and confidential at all times.

We will never share or sell your information outside of Helping Hands unless you give us explicit permission to do so (or it is a legal requirement for us to do so).

## **10. What if I change my mind and want to cancel? (Clause 9)**

You have the right to change your mind and to immediately cancel for any reason in the first 14 days. If you do so, we may still charge the Setup Fee of £100 and fees for the days during which the Services were provided.

After the first 14 days, you must give us at least 14 days' notice to cancel (see 5 above for the Cancellation fee).

## **Updates for 2026**

This section includes questions relating to the latest additions to the Terms and Conditions, updated in 2026.

## **11. What happens if I need to temporarily pause my care? (Clause 9)**

We know that circumstances change, and you might want to take a pause from your regular Care Plan (for example, for a planned holiday). If you need to pause your care for any planned reason, just let us know at least 7 days in advance. This helps us to adjust your schedule and ensures you won't be charged for any you don't receive. You can pause care for up to four weeks, and after that, your care will automatically resume unless we agree otherwise with you.

## **12. What if the suspension is unplanned, such as a hospital admission? (Clause 9)**

If something unexpected happens and you need urgent support, we'll work with you to make sure your care adapts smoothly.

If you are admitted to hospital without prior notice:

- We'll charge for the care that was due during the first 48 hours.
- If you would like your Carer to continue visiting you while in hospital (subject to an updated Care Plan), we will waive this 48 hour notice charge.

### **13. What if I don't want care to resume after leaving hospital? (Clause 9)**

If you do not want the Services to resume after your hospital admission, you must provide us with at least 14 days written notice to cancel your Care Agreement.

If you do not give the required notice, you must continue to pay for the Services which would have normally been provided as part of the Care Plan.

### **14. Have there been any changes to how care plans are updated? (Clause 14)**

Your Care Plan will always be reviewed in the same thoughtful and personalised way, making sure your support remains right for you. Any updates to your Care Plan will continue to follow our standard review process, ensuring your support remains personalised and aligned with your needs. Where a change to your Care Plan results in a change to the type, frequency, or cost of services, these changes will be agreed with you in writing before taking effect.

### **15. What happens in the event of a customer's passing? (Clause 9)**

We know this is an extremely difficult time for families. If a Customer passes away, the Care Agreement will end automatically. We will not charge a notice period, and we'll only invoice up to the date of the Customer's passing.

### **16. Have you updated how carers are vetted? (Clause 4)**

Yes. We've strengthened our carer vetting processes to ensure the highest standards of safety, professionalism and peace of mind for both Customers and Carers.

### **17. What new protections are in place for carers? (Clause 4)**

We have introduced clearer measures within our Care Agreement to support a zero tolerance approach to sexual harassment and to ensure a safe working environment for our Carers. Where serious concerns arise, we may suspend or withdraw a Carer immediately while we investigate. In serious or unresolved cases, the Care Agreement may be terminated to protect the Carer's safety.

### **18. What happens if my first invoice is unpaid? (Clause 6)**

We understand that things don't always go to plan, and payments can sometimes be overlooked. If your first invoice hasn't been paid within 9 days, we may need to pause



your care or issue notice to bring it to an end. In some situations, we may also need to suspend services before the agreement ends. If you're having difficulty with a payment, please talk to us so we can chat through your options – we're here to help.

#### **19. Can Helping Hands end the agreement for any reason? (Clause 10)**

There may be rare occasions when we need to bring a Care Agreement to an end. If this happens, we will always give you 30 days' notice, so you have time to make alternative arrangements.

#### **20. When can the agreement be ended immediately? (Clause 10)**

Your Carer's safety is incredibly important to us. If there are serious safeguarding concerns, or if an important issue isn't resolved within 14 days, we may need to end the Care Agreement straight away. We will always communicate clearly in situations like this.

#### **21. What is the minimum duration for Live-in care? (Clause 4)**

Live-in care is designed to offer consistent, continuous support. For this reason, the minimum duration is 7 days.

#### **22. What if access is refused or a Carer is sent home early? (Clause 3)**

If a Carer is unable to deliver care because they are turned away or asked to leave early, the full charges for those planned visits will still apply. If something has changed and you need to adjust your care, please speak with your Care Manager so we can find a solution together.

#### **23. What is Helping Hands' liability for property damage or third party acts? (Clause 8)**

We take great care in everything we do, but there are some situations we can't be responsible for, such as property damage, actions by third parties, or events outside our control. Please speak with your Care Manager if you have any queries or concerns.

# Contact Us

Thank you for choosing us to support you and your loved one. If you have any questions about these terms or anything else, please don't hesitate to get in touch with your Care Manager, email us or give us a call on the details below.

**Address:** Helping Hands Home Care, 10 Tything Road West, Alcester, Warwickshire, B49 6EP

**Telephone:** 0808 274 2581 | **Fax:** 01789 762 143

**Email:** [enquiries@helpinghands.co.uk](mailto:enquiries@helpinghands.co.uk)

**Website:** [www.helpinghands.co.uk](http://www.helpinghands.co.uk)

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