

Terms and Conditions

The following terms are used in this document:

'Agreement' means this agreement between You (the client) and Us (Alternative Care Services - the service provider) and all documents referred to in this agreement, Your Care Plan and any other documents entered into between Us and You in respect of the Services (as varied from time to time in accordance with this agreement).

'Bank Holiday' means a bank holiday in England and Wales, details of which can be found at <https://www.gov.uk/bank-holidays>.

'Cancellation Notice' means the cancellation notice contained in the Notice of Your Right to Cancel set out at the end of this agreement a copy of which is available to access and complete via the Platform.

'Care Manager' means the care manager notified to You in the Service User Guide or such other care manager as notified to You from time to time.

'Care Plan' means a written description, prepared by Us, describing the nature and level of Services which You have requested We supply to You and We have agreed to supply to You, as amended from time to time. In the case of emergency care which we have agreed to provide such plan may initially be in oral form and shall, as soon as reasonably practicable, be provided in written form.

'Care worker' or 'Support worker' means the person providing the Service. Where more than one person is providing the Service for You, **'Care worker' or 'Support worker'** should be read as **'Care worker' or 'Support worker'"** in this Agreement and a reference in this Agreement to a **'Care worker' or 'Support worker'"** shall include a "Live-in Care worker" or "Live-in support worker" (unless otherwise specified).

‘Live-in Care worker’ or ‘Live-in support worker’ means a Care or support worker who lives in your Home for a period of time to provide the Services pursuant to our Agreement.

‘Complaints Procedure’ means the complaints and/or feedback procedure referred to at clause 7.1 and contained in the Service User Guide (as varied from time to time).

‘Days’ means calendar days.

‘Fees’ means the fees for the Service (which shall include the Public Holiday Fees) notified to You initially in the Fee Schedule and as calculated in accordance with our Agreement. Or, in respect of emergency care, as agreed with you prior to the provision of such care and as amended in accordance with our Agreement from time to time.

‘Fee Schedule’ means the schedule, provided by Us at the end of this agreement, setting out the Fees payable by You / on Your behalf for the Services (as amended in accordance with Our Agreement from time to time).

‘Home’ means Your home address from time to time.

‘Introductory Visit’ means Our first Visit to You during which We shall agree with You the Care Plan and Our Fees.

‘Medication Record Sheets’ means the sheets on which Our Care workers record any medication provided to You as part of the Services.

‘Platform’ Our data storage platform which can be accessed at ceracare.co.uk or such other address notified to You from time to time.

‘Sensitive Personal Data’ this term shall have the same meaning as in the Data Protection Act 1998 (namely personal information about You and in particular Your sexuality, racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union, medical or physical health or condition or the commission or alleged commission of any offence). For the avoidance of doubt, We adhere to the Data Protection Act 1998 and We will never misuse Your data.

‘Service’ or ‘Services’ the managed homecare services to be provided by us to You at Your Home (or if Your Care Plan includes it) assistance with activities outside Your Home, provided in accordance with Our Agreement and set out in the Care Plan and which, where applicable, shall include any emergency care we agree to provide.

'Service User Guide' the guide provided by Us to You in respect of the Services to be provided on or around the date of this Agreement.

'Statutory Regulator' where the Service You require is subject to regulation, We are required to be registered with Care Quality Commission (CQC). Contact details for the Statutory Regulator are provided in the Service User Guide, and upon request.

'Visits Week' Monday to Sunday during the term for which the Services are provided.

1. Your care

1.1 Your care

We will offer care which reflects Your needs and preferences as set out in your Care Plan and, in particular:

- (a) We will visit You and Your Home to discuss Your care requirements before We commence the Service or, in emergency situations, at the earliest opportunity;
- (b) We will work with You, Your family and any appropriate external social or health care professionals to carry out an assessment of Your needs and preferences for care and treatment which We will record in a Care Plan;
- (c) Where possible, we will enable and support You to be involved in decisions about the planning of Your care;
- (d) We will design Our care and services with a view to ensuring Your wellbeing;
- (e) We will make reasonable adjustments, where required and possible, to meet Your individual needs;
- (f) We will ensure that We have suitable facilities to meet Your needs and ensure Your safety; and
- (g) We will regularly assess the risks to Your health and safety of receiving care and do all that is reasonably practicable to mitigate such risks.

1.2 You will inform Us and keep Us informed of all information which may be relevant to the Care Plan including, but not limited to, Your likes, dislikes, allergies, and lifestyle preferences, physical and medical conditions, including any information provided by any medical professional. You will inform us of any change to your Home address. Following such change, We may carry out a further assessment of Your needs.

1.3 If You are unable to express Your preferences due to lack of capacity (in accordance with the provisions of the Mental Health Act 2005) We will discuss and agree Your care and Your Care Plan with a relative or other authorised representative and act in accordance with Your best interests when making decisions on Your behalf (which will be in accordance with Your Care Plan).

1.4 We will treat You with kindness, dignity and respect, ensure Your privacy and allow You as much autonomy, independence and involvement in Your care as You wish, subject to the health, safety and welfare of Our Care workers and support staff. We will encourage You to manage Your own care as much as practicable.

1.5 We will seek Your consent or, if you do not have sufficient capacity to provide consent, the consent of your relative or other authorised representative before giving any personal care to You. The care We provide will be appropriate and safe and will be provided by suitable Care workers.

1.6 We will take appropriate steps to prevent You from being abused or subject to improper treatment and We will respond promptly to allegations of abuse. We will deal with complaints in accordance with Our Complaints Procedure.

1.7 We will provide the Service set out in the Care Plan to You with all reasonable skill and care.

1.8 We will formally review the Care Plan:

- (a) on a 3 monthly basis thereafter;
- (b) at Your reasonable request;
- (c) when it is apparent to Us that Your circumstances have changed; and/or
- (d) at any other time as We consider appropriate or desirable.

1.9 We will review the Care Plan with You, Your family (if requested) and, where applicable, any other appropriate external social or health care professionals and take all reasonable steps to ensure you understand the Care Plan. Provided You have sufficient capacity to do so, You shall use Your best endeavours to participate in the review of the Care Plan.

1.10 If Your needs change or increase to a level which cannot be met by Us, We will tell You without delay, and will endeavour to discuss alternative arrangements, and agree a mutually acceptable solution with You. We will continue to provide the Service to You during this period (unless We have given You notice to terminate under clause 13.6(c) and Our Agreement has been terminated).

1.11 As part of Your Care Plan, We will agree the frequency of Our Visits to You and, if applicable, the days and times at which the Services will be provided to You. If You require any change to such agreed times You will need to inform Us before the Monday in the Week prior to the Week in which the change is required to take effect and, in the event that such change results in a change to Our Fees, arrange for the updated Fees to be paid at the same time as You notify Us of such changes.

1.12 As part of Your care We may be able to offer additional services and support for which you may be charged an additional amount. If, following consultation with us, You would like to try any of Our additional services We may require that You enter into a separate agreement for these.

2. Fees and Charges

2.1 Subject to clause 2.2 and clause 2.14, Fees are arranged and agreed at your Introductory Visit and are calculated based on Your needs and the level of care required as provided in Your Care Plan.

2.2 Where emergency care is required, We will agree a Fee for such emergency care before such care is provided and, if further care is required following completion of the provision of such emergency care, We will agree Fees with You for such further care as soon as reasonably practicable following notification that such care is required and, in any event, on or before the Sunday in the Week prior to the Week the care is requested to commence.

2.3 The Care worker will record their Visit using their own smartphone and Our Fees will be charged on the basis of such records.

2.4 You will pay our Fees in accordance with the Fee Schedule and the provisions of this clause 2.

2.5 Save where otherwise agreed and subject to clause 2.9, Our Fees are payable in advance in respect of Services to be provided in the following Week on or before the Monday of each Week. Unless it is an emergency, We will not be able to schedule Your care for the following Week unless We have received payment by this date.

2.6 You can pay Fees by direct debit instant payments (Maestro, Visa, Visa Debit, Mastercard, American Express) to Our bank details provided to You for this purpose from time to time or by any other method agreed with Us in writing in advance.

2.7 Where You agree to make payment by instant payment (by a credit or debit card), payment will be taken on the Monday of each Week in respect of Services to be provided during the following Week and where payment is made by direct debit, payment will be taken on the Sunday of each Week (in respect of Services to be provided during the following Week) although the direct debit mandate in respect of such payment must be submitted to Us on or prior to the Monday of that Week.

2.8 Where full or part-payment of Our Fees is to be made by a third party We will liaise with them directly to arrange payment and You will provide Us with all details and assistance reasonably requested by Us to enable Us to do so. Notwithstanding any agreement reached with a third party in respect of payment, in the event that you are required to pay any part of Our Fees this will be in accordance with Our Agreement and the Fee Schedule unless agreed otherwise in writing.

2.9 Where We agree to provide emergency care to You, the Fees agreed (in accordance with clause 2.2) in respect of such emergency care shall be payable immediately and We shall not be required to carry out any emergency care until such Fees have been paid.

2.10 Without limiting any other right or remedy available to us, We reserve the right, in the event that You have failed to pay the Fees, in accordance with Our Agreement, to:-

(a) suspend the Service in accordance with clause 12.1 until payment has been made in full (and Service will be resumed at the beginning on the Week following the Monday on which payment is received); and/or

(b) charge interest on any overdue amount at the rate of 4% per annum above the base rate from time to time of HSBC Bank plc from the due date until the date of payment, whether before or after any judgement, and You shall pay such interest together with the overdue amount.

2.11 We will be entitled to review and increase our Fees for the Service on an annual basis and at any other interval if:

(a) (save for in respect of the Bank Holiday Fees) there is a change to the Service; and/or

(b) the cost of providing the Service increases (which shall include, without limitation, the cost of labour, materials and overheads); and/or

(c) a change is necessary in order to comply with any applicable safety, regulatory or statutory requirements.

2.12 Unless the increase in our Fees is because of a change to the Service We will give You and / or Your representative at least 2 weeks' notice of any increase in our Fees. If the increase in our Fees is because of a change in the Service, we shall agree the change to our Fee with You at the time of agreeing the change to the Service.

2.13 In the event that any third party agrees to pay the Fees, You should notify us of this. You shall remain ultimately responsible for payment and, in the event that such third party fails to pay any Fees when due, this will not affect our rights and remedies pursuant to this clause.

2.14 In respect of Services provided on any day which is a Bank Holiday at any time during such day, Our Fees for Services provided during that day shall be increased as follows:

2.14.1 for Services provided on an hourly charged basis, by £10 (inclusive of VAT) per hour to be paid in addition to the Fee set out in the Fee Schedule (as varied from time to time in accordance with Our Agreement); and

2.14.2 for Services provided on a daily (or nightly) basis (which shall include Services where a Live-In Care worker is provided), by £100 (inclusive of VAT per day (or night)) to be paid in addition to the Fee set out in the Fee Schedule (as varied from time to time in accordance with Our Agreement), such increased rates being the "Bank Holiday Fees". The additional Fees charged pursuant to this clause are used to pay Our Care workers an increased amount for providing their services on Bank Holidays.

3. Our Care workers

3.1 All Our Care workers are self-employed professional domiciliary Care workers or nurses.

3.2 We will exercise reasonable care and skill to meet Your individual needs as set out in the Care Plan and to provide suitably trained, sufficiently skilled, experienced and competent Care workers to provide the Service.

3.3 In the event that it is necessary for a Care worker to attend Your Home at a different time and/or day to that agreed, We will give You as much notice as possible.

3.4 We will endeavour to supply a named Care worker approved by You each time We supply the Service to You. However, sickness, availability and unforeseen events may require us to supply an alternative Care worker. We will endeavour to give You as much advance notice as circumstances allow.

3.5 If a Care worker fails to attend Your Home, or You are not satisfied with the standard of the Service, You must notify us by telephone or email without delay. This does not affect Your right to make a complaint in accordance with Our Complaints Procedure.

3.6 Our Care workers are not permitted to carry out certain tasks, including the following tasks:

- (a) heavy lifting of any kind, including lifting or moving You without appropriate equipment or a sufficient number of people to assist;
- (b) household maintenance (including DIY tasks);
- (c) buying or recommending any over-the-counter preparations such as aspirins or cough medicines; and
- (d) any other tasks which they are not allowed to carry out pursuant to any applicable laws, regulations or policies.

3.7 Our Care workers are made aware that they will only assist you with medication when authorised to do so and agreed as part of the Care Plan. All medication should be made available in their original packages and dosset boxes arranged by the pharmacist. Medication Record Sheets will be completed on each Visit (or, if less, once a day) by Your Care worker.

4. Gifts and payments

4.1 The Care worker (or any other person employed or engaged by Us) is not permitted to accept any gifts or tips. Please do not leave any items or money to the Care worker (or any other person employed or engaged by Us) in Your will.

5. Your Home as a workplace

5.1 You will allow us access to your Home to provide the Services and provide a safe environment and appropriate equipment to allow the Care worker to carry out the Service. This shall include:

- (a) maintaining a generally clean and safe home free of risks and hazards;
- (b) maintaining a safe route of access to and from Your home;
- (c) providing any equipment supplied by You, or a third party, that is required to deliver Your care such as lifting and transfer aids, wheelchairs and other mobility aids;

- (d) providing all domestic cleaning equipment such as vacuum cleaners, mops, irons etc;
- (e) informing us of any communicable diseases in the household; and
- (f) ensuring that any equipment supplied by You, or a third party, that is required to deliver Your care is regularly maintained and inspected in accordance with all relevant safety requirements.

5.2 We are required to ensure that Your Home and equipment is safe to use for the provision of the Service. We will notify You if We find that Your Home or equipment is not safe and, where possible, assist You with making any necessary changes.

5.3 An entry plan for Your Home may be agreed with You, Your relative or Your authorised representative and if so will appear in the Care Plan.

5.4 Your telephone must not be used by Your Care worker except for the following reasons:

- (a) You or they have a medical emergency; or
- (b) they have been given permission by Yourself,

however, We will not under any circumstances be responsible for payment of Your telephone bills.

6. Live-in Care workers

6.1 Legally, Live-in Care workers have various rights which include (without limitation) the following

6.1.1 provision of a separate bedroom for them with suitable bathing and toilet facilities which are clean and in a good state of repair; and

6.1.2 a minimum 2 hours break 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; and

6.1.3 provision of ample food and clean bedding 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 Live-in Care worker workers food,

We will discuss these requirements with you in detail and record these in your Care Plan.

6.1.4 If You are unhappy remaining alone for any period during which the Live-in Care worker has their break then We will be happy to discuss alternative arrangements as part of your Care Plan.

7. Complaints & service monitoring

7.1 We will operate a feedback procedure by which You, or, if you lack sufficient capacity, a relative or other authorised representative can make a complaint or suggestion in relation to the Service. This procedure is described in the Service User Guide. Upon request We will also provide a copy of the procedure to any representative who is acting on Your behalf.

7.2 Should You have a reasonable cause to complain regarding the Service provided by Us, please inform the Care Manager as soon as possible, using our Complaints Procedure.

7.3 In order to comply with the requirements of the Statutory Regulator or to monitor the quality of the Service, it may be necessary, from time to time, for a member of our staff to observe, supervise, or work with the Care worker in Your Home. We will give You as much notice as possible if any person other than the Care worker is to attend Your Home and You will use Your best endeavours to co-operate with us in respect of this clause 7.3.

7.4 You may be asked to participate in user satisfaction surveys, or to be interviewed in person:

- (a) as part of our quality assurance procedures; or
- (b) at the request of the Statutory Regulator.

7.5 You are not obliged to reply to satisfaction surveys or interviews. We will always request Your consent before We commence any Service monitoring in Your Home.

8. Communication

8.1 We will operate a 24 hour telephone helpline, online chat and email service, as specified in the Service User Guide. This line can be used in relation to problems such as: Your care needs changing, or Your Care worker not arriving as expected. For

the avoidance of doubt, this telephone number should not be used for medical or other emergencies.

9. Confidentiality

9.1 We will respect Your privacy and confidentiality but You agree that We may disclose confidential information (including Sensitive Personal Data) about You to our Care workers or to any other person if We believe such disclosure is in Your best interest; is appropriate for the performance of the Service; or is required as a matter of law. Details of Your name, address and payment record may be submitted to a credit reference agency. If another person or organisation is paying Your fees, and / or has agreed to guarantee Your obligations under this Agreement, details of their name, address and payment record may also be submitted to a credit reference agency. We will need consent from them to do this.

9.2 You agree that We may disclose personal data (including Sensitive Personal Data) about the Care worker and that such information is strictly confidential. You also agree that You will not disclose, either directly or indirectly, such information to any other person, company or firm for any reason unless such disclosure is required

by law, the Statutory Regulator or any relevant local authority.

10. Records

10.1 We will ensure that the Care worker shall keep a daily record of the care You receive, any assistance with Your medication and any other significant information. All records are stored on the Platform which You can access online using your own login details (provided on Your registration). You may provide Your login details to Your relatives or other authorised representative but otherwise should keep Your login details safe and secure and not share them with anyone else and let Us know if You suspect any unauthorised access to Your account.

10.2 In the event that You cannot access the Platform for any reason, We shall provide a hard copy of such records on request.

11. Insurance & liability

11.1 Subject to clause 11.2 and clause 15, We are responsible for loss or damage that is a foreseeable result of Our breach of this Agreement or us failing to use reasonable care and skill, but We are not responsible for any loss or damage which is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this Agreement.

11.2 Nothing in this Agreement limits or excludes Our liability:

- (a) for death or personal injury resulting from Our negligence or the negligence of our employees, sub-contractors or consultants; or
- (b) for any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation; or
- (c) for breach of Your legal rights in relation to the Services; or
- (d) for any other matter for which it would be unlawful to exclude or limit Our liability

11.3 If, during the provision of the Services in Your Home, We cause any damage to your Home. We will make good any damage save for where such damage is caused as a result of any pre-existing fault or damage or the provision of any faulty equipment by You.

11.4 We strictly require each of the Care workers to hold sufficient liability insurance policy (hereinafter referred as “Policy”) at the minimum level as required by the then-current applicable laws.

11.5 You will ensure that, at all times during which the Services are being provided:

- (a) You have in place suitable building and contents insurance to cover accidental damage to Your Home or its contents; and
- (b) where the Services include Our Care worker driving Your motor vehicle, that You have suitable motor insurance to cover damage caused by the use of the motor vehicle by the Care worker to passengers, Your vehicle and / or third parties or their property.

11.6 During the provision of the Services, We may suggest that You use certain third party service providers. Such suggestions are not part of the Services We provide. Your use of such third party service providers is entirely at Your discretion and at Your own risk and any contract with such third party service provider will be solely between You and them. We do not accept any responsibility for any loss or damage whatsoever that You may suffer as a result of Your use of such third party providers.

12. Withdrawal of the Service

12.1 We reserve the right to withdraw a Care worker and/or to cancel Our Agreement with immediate effect in circumstances which make the continued

provision of the Service untenable. Such circumstances would include (but would not be limited to) failure by You, or someone else at Your Home to provide a safe environment and/or appropriate equipment for the Service (and following which You have had a reasonable period to rectify such failure), sexual or racial harassment, extreme alcohol consumption, unreasonable behaviour or requests that a Care worker undertake unreasonable or illegal activities.

12.2 Smoking: for the health and safety of Our staff We ask You and anyone else present in Your Home, to refrain from smoking and ventilate any room in that will be used for Your care for at least one hour before the agreed time. If You smoke while Your Care worker is with You, the Care worker will be obliged to leave Your home for the duration of Your smoking. Any additional requirements or any variation to this clause will be specified in Your Care Plan.

13. Cancellations and termination

13.1 You can cancel the Service at any time (and for any reason) within 14 days of the date of this Agreement (the “Cancellation Period”) by completing the Notice of Your Right to Cancel attached to this Agreement or by completing such notice online by logging into the Platform and following the relevant links.

13.2 If You would like Us to begin providing the Service during the Cancellation Period, You will need to let Us know. We will be entitled to charge for any Services provided during the Cancellation Period if You subsequently cancel Our Agreement during the Cancellation Period. If we complete the provision of the Service during the Cancellation Period, You will lose Your right to cancel. Any Fees paid in advance in respect of Services not yet provided during the Cancellation Period will be refunded to You to the account requested by You.

13.3 In all other cases, You must give us at least 7 days’ notice in writing if You no longer require the Service or want to suspend the Service for a period of time.

13.4 Please note if You suspend the Service for a period of time in accordance with clause 13.3 We cannot guarantee that the same Care worker will attend Your Home when You resume the Service.

13.5 Subject to clause 13.6, in the event that You wish to cancel an individual Visit You must give us at least 48 hours’ notice otherwise You will be charged for the Visit in full (including, if the Visit falls on a Bank Holiday, any applicable additional Fees as set out in clause 2.14).

13.6 If cancellation of a Visit arises as a result of Your admission to hospital, fees will be chargeable but only in relation to the time We were due to provide the Service on the day You were admitted to hospital.

13.7 We may terminate this Agreement:

- (a) by giving 7 days' written notice for any reason; or
- (b) immediately on written notice if a third party who has agreed to pay Your Fees (or part of them) fails to pay Your Fees within 21 days of the date of invoice; or
- (c) after giving 7 days' written notice that We are unable to meet Your needs, in accordance with clause 1.10.

13.8 In the event of Your death, a relative or other authorised representative shall notify Us promptly. This Agreement will terminate immediately in the event of Your death and Your estate will remain responsible for paying all and any outstanding fees in accordance with the terms of our Agreement.

13.9 Save for where You cancel our Agreement during the Cancellation Period in accordance with clause 13.2, if following cancellation or suspension of the Services by you in accordance with this clause, We have charged You any Fees for Services that have not been provided in any Week, unless requested otherwise, We shall hold such amount and apply this as a credit to any further Fees due from You to Us. On request, We shall arrange for any such amount to be refunded to an account nominated in writing by You for this purpose.

14. Third Party Rights

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

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations for any reason outside of our reasonable control. For example, in some cases the Care worker may attend at other times than agreed due to emergency situations or disruption due to severe weather (and in which case, We will contact You to confirm alternative arrangements).

15.2 You will not be liable or responsible for any failure to perform or delay in performance of any of Your obligations for any reason beyond Your reasonable control.

16. Assignment

16.1 We may transfer, assign, charge or deal in any other manner with all or any of our rights under this Agreement or may sub-contract any or all of our obligations under it We will contact You to let You know if We plan to do this. If you are unhappy with such transfer, You may give Us notice to end our Agreement within 14 days of Us telling You and the Agreement will terminate 7 days following such notification.

16.2 You may only transfer Your rights and/or Your obligations under Our Agreement to someone else if We agree to this in writing.

17. General

17.1 We may vary these terms and conditions in writing by giving You and / or Your representative at least 7days' notice. If You do not agree to the variation You may terminate this Agreement in accordance with clause 13.3.

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

17.3 The Agreement, and the Care Plan constitute all the terms and conditions between You and Us and is made to supersede all previous agreements and arrangements relating to Your care.

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

17.5 Unless We agree with You otherwise, any notice required to be given to us under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by courier. Any notice required under the Agreement shall not be validly served if sent by other means.

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

17.7 If any provision We operate an equal opportunities policy and makes no discrimination on the basis of age, race, religion or belief, gender, gender reassignment, pregnancy and maternity status, sexual orientation, marital status or disability.