



Helping Hands  
Caring since 1989

Helping Hands Home Care  
**Terms and Conditions of Business**

This document summarises and contains the full terms and conditions of how we will provide care to your loved one.

In the spirit of openness and transparency, we have highlighted on the following pages what we see as the key terms and how they directly affect you (along with a few frequently asked questions).

There may be other issues 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 your loved one.

Yours sincerely,



**Karyn MacKenzie**  
Group Managing Director

# Key Terms / Frequently Asked Questions

	Question / Issue	Explanation	Clause Ref
1	Why do I need to sign this agreement?	<p>We want you to know how we work and for there to be “no surprises”. This document puts in writing how we will work together.</p> <p>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.</p>	<p>n/a</p> <p>1.3</p>
2	I am a “funded” customer - Why do I need to sign this agreement?	<p>If public funding for your care needs is withdrawn or reduced, you then become responsible for paying the fees for our services in full.</p> <p>It is therefore vital that you tell us if your funding is changing or ending.</p> <p>By giving us advance warning 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.</p>	n/a
3	Direct Debit – Why do you want me to pay via direct debit?	<p>It is the most simple, easy and hassle-free way to pay our bills for both you and us.</p> <p>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.</p>	6

	Question / Issue	Explanation	Clause Ref
4	Fees – How much will it cost?	<p><b>Our standard rates are:</b></p> <ul style="list-style-type: none"> <li>• <b>HOURLY VISITING CARE</b> – set out in the Service Branch Price List</li> <li>• <b>LIVE-IN CARE</b> - as advised by your Care Manager</li> </ul> <p>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 three-day period.</p> <p>Services provided on <b>Christmas Day, Boxing Day</b> and <b>New Year’s Day</b> are charged at <b>2.0 times</b> the standard hourly or daily rate.</p> <p>Services provided on other <b>Bank Holidays, Christmas Eve</b> and <b>New Year’s Eve</b> are charged at <b>1.5 times</b> the standard hourly or daily rate. For Hourly Services only the Christmas and New Years eve uplifts are only applied for calls after 6:00pm on those days.</p> <p>Please note that we periodically review our prices, with any changes typically coming into effect from 1 April.</p>	<p>5</p> <p>Plus the Pricing Schedule and Care Plan</p> <p>3.1</p>
5	What other charges might I incur?	<p><b>Our other fees comprise:</b></p> <ul style="list-style-type: none"> <li>• <b>£100 Setup Fee</b> – a one-off fee payable by all Hourly Care Customers where our Service will be provided for four weeks or less. This covers the costs of the initial assessment, compiling the Support Plan and preparing the services for you.</li> </ul>	<p>3, 4, 5 and 6</p>

- **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 calls 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.
- **Cancellation Fee due to Customer passing** - In the regrettable event of a Customer passing away we will reduce the cancellation charge to the first 3 days after death as we will continue to pay our carer during this period to ensure they do not have a no fault loss of earnings.
- **Planned breaks and hospitals** – we need 48 hours’ notice if you want to take a planned break – such as a holiday or hospital appointment. In the event that we do not receive 48 hours’ prior notice, we will charge for the Services planned to be delivered during the first 48 hours.

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.

- **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 a Carer directly, you may be required to pay **£4,000** which represents the cost of us of losing them as an employee.
- **Administration Fee** - **£5 per invoice** is charged for any Customers who do not pay via Direct Debit (please see 3 above).
- **Late payment fee** - **£25 per invoice** is charged each time you fail to pay our invoice on time and this represents the administrative costs of recovering your late payment. In addition we may also charge late payment interest.

		<ul style="list-style-type: none"> <li>• <b>Carers’ costs</b> – 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.</li> <li>• <b>Second Live-in Carer</b> – 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 for your account.</li> </ul>	
	<p><b>Question / Issue</b></p>	<p><b>Explanation</b></p>	<p><b>Clause Ref</b></p>
<p>6</p>	<p><b>Live-in Care – What else do I the Customer need to provide?</b></p>	<p><b>We require that our Live-in Carers are provided with:</b></p> <ul style="list-style-type: none"> <li>• Their <b>own bedroom for their exclusive use</b>, so they can have appropriate rest and personal time.</li> <li>• <b>Two hours’ break time during each day</b>, during which they will be free to leave the property. Please note that your standard Live-in Fees do not include the Cost of providing another carer during this period. We often find that either friends or family are willing to assist during this period or we can arrange additional care at an extra charge.</li> <li>• <b>Food</b> to the value of a minimum <b>£40 per week</b> to maintain their health and wellbeing.</li> </ul>	<p>4</p>

7	<b>Car insurance and related matters</b>	<p>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.</p> <p>This term applies to both our Live-in and Hourly Carers.</p>	n/a
8	<b>Refunds and Disputes – How does this work?</b>	<p>We want you to be happy with the service we provide to you and your loved one.</p> <p>In the event something goes wrong or is not to your liking, please contact your Care Manager at the earliest opportunity.</p>	12.7
	<b>Question / Issue</b>	<b>Explanation</b>	<b>Clause Ref</b>
9	<b>Personal Data – What will you use my information for?</b>	<p>Your information is personal to you and we will keep it safe and confidential at all times.</p> <p>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).</p>	13

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**What if I change my mind and want to cancel?**

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 delivered.**

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

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# Contents Page – This agreement includes:

1. Definitions
2. Our agreement with you
3. Providing the Services
4. The carer
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6. Payment
7. Our liability to you
8. Holidays and hospital admission
9. Your rights to cancel
10. Our right to suspend the Services or cancel the Care Agreement
11. Events outside our control
12. Information about us, feedback and how to contact us
13. Confidentiality and your personal data
14. Changes to these terms and the Support Plan
15. Other important terms

The Care Agreement is made up of these Terms (the Terms and Conditions on which we supply the Services to you), the Service Branch Price List (for Hourly Care) or quotation for Live-in Care as provided by your Care Manager and the Support Plan (which describes the Services we have agreed to deliver). Please ensure that you read these Terms carefully as they contain important information about our Services.

## 1 DEFINITIONS

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### 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 Support 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 General Data Protection Regulations (EU 2016/679);

**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 Support 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 Support Plan;

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

**Support Plan:** the Support Plan, Risk and Care Needs Assessment which details the type of services we have agreed to deliver, 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; and

**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”.

**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 e-mail 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**

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- 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, we begin to provide the Services to you or you return the Direct Debit Instruction to us; whichever is the earlier.
- 2.2** You must sign and return the Direct Debit Instruction to us within seven days of signing the Support Plan. We will not be obliged to start the Services until you have signed and returned to us a Direct Debit Instruction.
- 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 Support Plan. Please check that the details in the Support 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 Support Plan in writing to avoid any confusion between you and us.
- 2.5** We will review your Support 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 Support Plan needs to be changed and how this may impact your fees.
- 2.6** The Care Agreement will come to an automatic end **in the event of your death** and **we will charge for those Services which were due to be delivered up to three days after your death.**

### **3 PROVIDING THE SERVICES**

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- 3.1** We will provide the Services to you with reasonable care and skill and in accordance with the dates set out in the Support Plan. The minimum period for the provision of Live-in Care is three days, unless otherwise agreed in writing with us. If no end date is set out in your Support Plan, the Care Agreement will continue until it is terminated in accordance with these Terms.
- 3.2** If you ask the Carer to leave early, **you will still be charged for the whole of the planned visit up to a maximum of 14 days.** If this happens, we will discuss with you whether the Support Plan needs to be changed to better reflect your needs and requirements and how this will impact your fees.
- 3.3** 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 to assess the Carer's performance. 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.

**3.4 Please note: if you do not pay our invoice within 14 days (see Clause 6 below), we may suspend the Services with immediate effect** until you have paid us the outstanding amount. 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**

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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.
- 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** You are responsible for the cost of providing adequate cleaning products and protective clothing to allow the Carer to provide the Services.
- 4.4** 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.
- 4.5** 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.
- 4.6** If you wish to employ the Carer directly, rather than through Helping Hands, or you intend to introduce them to another agency or employer, you must provide us with at least six months' notice. If you do not give us six months' notice and you hire a Carer direct or introduce them to another agency or employer:

- 4.6.1** during the delivery of the Services to you; or
- 4.6.2** within 12 weeks of when they last delivered the Services to you; **you will pay us a fee of £4,000.** This sum represents the reasonable costs to us of losing a valued employee, as well as the costs incurred by us in recruiting and training a replacement Carer on short notice.

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

- 4.7** 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.
- 4.8** You must provide and maintain any equipment necessary to deliver the Services.
- 4.9** 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.
- 4.10** 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.
- 4.11** 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. We often find that friends and family are willing to assist during these break periods. Please note your fees do not include the cost of providing another Carer to deliver the Services to you whilst your primary Carer is taking their break. If you request Services during the Carer's break(s), or we reasonably believe that you require a second Carer to deliver the Services during any break period, you will be required to arrange additional support. Whilst we may assist you to arrange suitable cover, we cannot guarantee that we will be able to provide another Carer. We will discuss this with you in advance and charge the normal hourly rate for any additional Carer in attendance.

**4.12** The Carer should be able to achieve sufficient rest during each 24-hour period which will be documented in the Support Plan. Where a Carer is unable to get this rest period:

**4.12.1** 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 Support Plan as soon as possible; and

**4.12.2** we reserve the right to arrange a second Carer to attend your home to deliver the Services if it is assessed that our Carer cannot do their work safely. The costs of any second Carer will be for your account with the associated costs being agreed with you.

## **5 PRICE**

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

**5.1** We will review our fee rates from time to time and at least once a year in April. We may also review our fees in response to any unexpected change in the law which was not anticipated at the time of our annual review.

**5.2** We will give you written notice of any increase to your fees at least one month before the proposed change takes effect. If you do not agree to the increase, 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.

- 5.4** The charge for your Services is calculated based on the rates as set out in our Price List. 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.
- 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 daily rate for Respite Care or a weekly rate for Live-in Care, based on the planned Services which are detailed in your Support Plan and notified to you in quotation form by the Care Manager.
- 5.7** Where the Services are due to be delivered for four weeks or less, you will pay the fees in advance. 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 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 daily rate, calculated in accordance with the daily rate (or by dividing the weekly rate by seven) as notified to you by the Care Manager.

## 6 PAYMENT

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- 6.1** For Services due to be delivered for four weeks or less, we will invoice you in advance and the sum must be paid before we can begin the Services. 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.
- 6.2** For Services due to be delivered for more than four weeks, we will invoice you monthly in arrears. You must pay each invoice within 14 days by Direct Debit. If you believe there is an error in your invoice, you must contact us without delay.
- 6.3** You can choose to pay by other payment methods (other than Direct Debit), but this will incur **an administration fee of £5 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 seven days of our notice or the Care Agreement will 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);
  - 6.4.3** suspend the Services until 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 fees.

## **7 OUR LIABILITY TO YOU**

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- 7.1** We will compensate you for loss or damage you may suffer if we fail to carry out duties imposed on us on 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 HOLIDAY AND HOSPITAL ADMISSION**

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- 8.1** If you wish to suspend the Services temporarily due to a planned holiday, you must give us at least 48 hours' notice.
- 8.2** Where you provide us with at least 48 hours' notice of any planned holiday or other absence (up to a maximum of four weeks) we will not charge for those Services which were due to be delivered during that holiday or period of absence, after which period the Services are expected to recommence.

- 8.3** If you are admitted to hospital due to unforeseen circumstances and you do not want the Carer to attend you in hospital, we will charge for the Services planned to be delivered during the first 48 hours of your hospitalisation.
- 8.4** If you do not want the Services to start again after your planned holiday or hospital admission, you must provide us with at least 14 days' notice to cancel. Where you have already provided us with 48 hours' notice of any planned holiday or other absence (in accordance with Clause 8.2) or you have been admitted to hospital due to unforeseen circumstances, you will only need to provide us with five days' notice to cancel.
- 8.5** If you do not give us the required notice set out in Clause 8.4, you must continue to pay for the Services which would have normally been delivered during your notice period (calculated on a daily basis in accordance with the Price List or quotation provided by the Care Manager).

## **9 YOUR RIGHTS TO CANCEL**

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- 9.1** You have the right to cancel the Care Agreement immediately, within the first 14 days without giving any reason. The cancellation period ends at the end of 14 days after the day on which you sign the Support Plan.
- 9.2** 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, phone, fax or email. You may use the Model Cancellation form at the end of these Terms, but you do not have to. Alternatively, you may tell your Carer directly of your wish to cancel, and once they have informed us we will cancel the Care Agreement.
- 9.3** In all circumstances, we will provide you with a final invoice detailing any refund that is due to you or, if no refund is due to you, the costs which remain payable.

- 9.4** In all circumstances, we will not charge you for any scheduled Services which are not delivered to you (due to your cancellation), where we are able to reallocate the Carer to another Customer.

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

- 9.5** 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:

**9.5.1 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

**9.5.2** the cost of any **Services delivered to you** (calculated on a daily basis in accordance with the Price List or quotation provided by the Care Manager).

- 9.6** 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.

### Cancelling after the first 14 days

- 9.7** 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 delivered during your 14-day notice period (calculated on a daily basis in accordance with the Price List or quotation provided by the Care Manager).

- 9.8** We will refund you any payments made in advance for Services due to be delivered after the end of your 14-day notice period.

- 9.9** 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.
- 9.10** You may cancel the Care Agreement with immediate effect by giving us written notice if:
- 9.10.1** 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;
  - 9.10.2** we go into liquidation or a receiver or an administrator is appointed over our assets;
  - 9.10.3** we attempt to change these Terms without giving you at least one-month notice;
  - 9.10.4** we are unable to provide the Services because of an event outside our reasonable control.
- 9.11** Cancellation Fee due to Customer passing - In the regrettable event of a Customer passing away we will reduce the cancellation charge to the first 3 days after death as we will continue to pay our carer during this period to ensure they do not have a no fault loss of earnings.

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

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- 10.1** We may suspend the Services if you fail to pay our invoice in full within 14 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 seven days of signing the Support Plan;
- 10.3.2** we reasonably believe there a significant risk of harm to the Carer;
- 10.3.3** you have failed to settle any outstanding invoice within seven 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**

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- 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 attend at other times 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 deliver the Services in accordance with the details in your Support 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**

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- 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**.

- 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, fax, by hand, 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, by hand, 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/about-us/contact-us/complaints-and-compliments/](http://www.helpinghandshomecare.co.uk/about-us/contact-us/complaints-and-compliments/)** 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**

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- 13.1** We will need certain information from you to provide the Services. 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 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 Government Data Protection Regulations (GDPR). We will never sell your personal data.
- 13.3** We will respect your privacy and confidentiality and will only use your personal information as set out in our Privacy Policy. 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/#your-rights](http://www.helpinghandshomecare.co.uk/privacy/#your-rights) and we are happy to provide a copy upon request.
- 13.4** You agree that we may disclose personal data (including sensitive personal data) about the Carer to you 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, the Care Quality Commission or Care Inspectorate Wales or any relevant local authority.

## **14 CHANGES TO THESE TERMS AND THE SUPPORT PLAN**

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- 14.1** We may revise these Terms from time to time. We will give you at least one-month written notice of any changes to these Terms or your Support Plan 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 Support 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 Support Plan, either you or we may cancel this Care Agreement in accordance with Clauses 9 and 10.

## **15 OTHER IMPORTANT TERMS**

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- 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 agreement.

## MODEL CANCELLATION FORM

If you wish to cancel this agreement, you can do so in writing and deliver personally 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 agreement with Helping Hands for my Care Services.

Dated (insert date) .....

Signed: .....

Customer Name: .....

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



# Helping Hands

Caring since 1989

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)

MARCH 2022 JD2021.061 T&Cs Document

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