

Terms & Conditions of Business

Definitions: In these Terms and Conditions, the following definitions apply:

The Company: All Seasons Care Limited, 21a Alcester Road South
Kings Heath, Birmingham B14 7JQ

(The Company is acting as an Employment Business as defined in the Employment Agencies Act 1973 when dealing with temporary workers):

The Employee: Means the person supplied to the Client by the Company to conduct the Assignment.

The Assignment: Means the booked periods the Employee is engaged for the Client to perform the duties required.

The Client: Means the person (The Purchaser), corporate body, firm or organisation or the recipient of care services requiring the services (The Service User)

THE CONTRACT

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

Copies of these Terms and Conditions of Business (and any revised versions) are available upon request from our office.

No statement, unless stated to the contrary, contained in any brochure, document or letter issued by the Company will form any part of these Terms and Conditions.

Variations on the Terms and Conditions shall not be valid unless in writing by the Company.

ECM ELECTRONIC CALL MONITORING

We operate a call monitoring system using Quik Plan software. The ECM enables us to monitor our employee's visits improving service delivery and providing data security and lone worker safety. The ECM system gives each Employee a live rota via an app on their own mobile handset and real time tasks and Client information. It also allows Managers to see instantly if an Employee is running late and we can inform our clients how long they will be.

CHARGES

The Company's charges for the provision of care services by its Employees will be notified to the Client before the commencement of such services and can be confirmed by the supply of a letter signed by an authorized representative of the Company. Any special charges or terms agreed with the Client will be confirmed, in writing by an authorized representative of the Company and in the absence of such written confirmation: it will be assumed that no special charges or terms exist.

Any subsequent amendments to the Company's scale of Rates will be notified, in writing, to the Client. The Company reserves the right, at its absolute discretion, to review its charges. The Company will give a minimum of one weeks' advance notice of its intention to review its scale of Rates, and such notice will be conveyed, in writing, to the Client.

All Bank Holidays are charged at double rate for privately funded care provision. For the Christmas and New Year period the Company will provide a letter for the Client at the end of November.

The Company reserves the right to charge an hourly rate when Employees working overnight as a sleepover are continually disturbed ("continually disturbed" meaning disturbance on more than four occasions during any night). There is a limit on the number of hours an Employee may work daily; this is for us to comply with the Working Time Regulations 2008.

Any other expenses or charges, as may be agreed between the Company and the Client shall be clearly itemised by the Company on their invoice(s)

The Client shall pay the charges of the Company current at the commencement of the Assignment. The charges may be varied during the Assignment at the discretion of the Company if the duties required by the Employee are altered. Charges are calculated by the number of hours worked by the Employee (to the nearest quarter hour) plus VAT at the prevailing rate if applicable and is invoiced to the Client with the choice of weekly or four weekly basis payable in seven days. Any agreed expenses, travel, hotel, refreshments etc. shall be added to the invoice.

INVOICES

The methods of payment we accept are by cheque, Standing Order or via BACS. Our Bank details are printed on our invoices. Invoices can also be emailed on request. Cash can be paid directly at the office. On no account should cash be given to the Employee for payment of the service unless by prior arrangement with the office.

After the 7 days credit period is over, a statement of account is sent as a reminder for the payment of the outstanding sums, and the Company reserves the right to charge for any reasonable costs incurred in taking further steps to obtain payment. Where invoices are overdue the Company reserves the right to make an interest charge at 7% above the applicable base lending rate of HSBC plc on either June 30th or Dec 31st, whichever is the last date at the time of raising the outstanding invoice, or any sums outstanding 7 days after the date of the invoice. Interest so charged will be calculated daily on the total amount outstanding until such time as the amount overdue is paid.

The Company will give the Client or their authorised representative 7 days notice, in writing, of its intention to charge such interest.

The Company also reserves the right, upon notice of 7 days, in writing, to terminate the provision of the Employees in the event of continued non payment, or delayed payment, of invoice(s)

REMUNERATION AND DEDUCTIONS

The Company introduces such Employees to the Client and assumes responsibility for the collection and payment of the Employees fees. In accordance with Section 134 of the Income and Corporation Act 1988, and related legislation, the Company is required to deduct where applicable all statutory contributions in respect of National Insurance and Income Tax.

CANCELLATION

The minimum period for cancellation by the Client of individual visits by the Employee must be given direct to Company no less than 48 hours prior to the visit. The Company reserves the right to charge the Client for the booked visit if notice of cancellation is less than 48 hours. Cancellations of advance visits should ideally be provided no less than one week of the date of cancellation.

TERMINATION

If the Client wishes to cancel the Care Package once the service has started, they must provide 14 days written notice for the termination of the service following any verbal notification to end the service. The Company shall be entitled to terminate this agreement by written notice to the Client if the Client commits a breach of this agreement, which is capable for remedy and fails to remedy the breach within 14 days after written notice giving full details of the breach and requiring it to be remedied.

CONFIDENTIALITY

The professional references and other information obtained by the Company in respect of its employees are confidential and can only be divulged to the Client in exceptional circumstances and with the permission of the employee. In the event of such disclosure, any such information provided to the Client is provided in strictest confidence and must not be transmitted, in any form, to any third party.

The Company accepts that all information it holds regarding a Client's state of health or personal affairs is held in confidence. No such information shall be divulged to any third party without the expressed consent of the Client or their legal representatives. The only exception to this would be in respect of relevant medical information, which should form the basis of normal professional exchange between Employees and a qualified medical practitioner, District or Community Psychiatric Nurse, Occupational Therapist, Physiotherapist, Social Worker or under the umbrella of safeguarding.

SUPERVISION

The Company will supervise the Employee during the period of the Employee's assignment to ensure satisfaction with the standard of work provided by the Employee. For us to successfully supervise our Employees we ask that you allow our supervisors to attend your home in order to see the Employee whilst they are providing a service to you. It is a legal requirement for the Company to demonstrate Employee supervision.

If the Client, or their representative, is not satisfied with the standard of work performed by the Employee, then such dissatisfaction should be brought to the attention of the Care Manager as soon as possible and, if appropriate, the Employee should be asked to terminate their assignment. The Company should be notified of any such occurrence, and whenever it is reasonable to do so, the Company will endeavour to replace the Employee as quickly as possible.

The Client will, however, be responsible for paying the Company's charges in respect of the hours worked by the Employee prior to any such termination of their assignment.

TRAINING

The Company provides Employees to undertake mandatory training and accompany an experienced Employee on a few assignments (a shadow shift) for assessment purposes prior to starting with individual Clients. In order for us to successfully assess an Employee during normal environment and when undertaking National Vocational Qualifications, we ask that you allow an assessor/supervisor to attend your home in order to see the Employee whilst they are providing a service to you. It is a legal requirement for the Company to provide Employees who have undergone full assessment for their qualifications.

COMPLAINTS

The Company aims to ensure that all Clients are given the highest degree of care and the best possible service. However, a clearly defined complaints procedure exists, and full details are set out in a separate document within our information pack. Further copies of that document are available on request. As part of our Quality Assurance process, we will be involving you in satisfaction surveys on a regular basis.

INDEMNITIES

The Company has affected a Public and Employers Liability insurance policy to indemnify it against all costs incurred in respect of proven acts for which the Company can be held

liable in law. The Client will undertake to indemnify the Company and the Employees introduced by the Company, for any direct or indirect loss or damage, personal injury or death caused by negligence of the Client by their default or breach under the terms of this agreement.

LIMITS OF LIABILITIES

The Company accepts no liability for the action of all persons in its direct employment save for where such actions relate to the duties of the Employees resulting from the course of such employment. The Company takes all reasonable steps, in line with industry standards, to investigate and verify the standards of skill, care, integrity and reliability of the Employees introduced by it.

FORCE MAJEURE

No liability shall attach to the Company in respect of any acts of God, riots, civil commotion, usurped power, strikes or labour disturbances or any other circumstances which are beyond the control of the Company at any given time.

BREAKAGES OR DAMAGES

The Company cannot accept any liability for any breakages or damage caused by Employee in the Client's home including for example any shrinkage of laundry, any damage to utensils etc. This should be covered under the Client's household insurance contents policy. It is the Client's responsibility to ensure that the household insurance policy covers the Client for having an employee work in their property.

CLIENT'S CARS

Employees may only drive the Client's cars if covered by adequate insurance (this being the responsibility of the Client) The Company will be responsible for checking that the Employee has a valid driving license and the Client be responsible that it meets the Client's insurance company's policy and criteria. Neither the Company nor the Employee will be liable to pay any insurance excesses payable to the Client's Insurance Company in the event of an accident or any other claim made. The Company reserves the right to ask the Client to provide a copy of their valid insurance policy or other proof that the relevant Employee is insured to drive the relevant vehicle.

CLIENTS TELEPHONE AND BROADBAND

No Employee should use the Client's telephones (whether landlines or mobiles or the internet). The Company cannot accept any responsibility for any Client's telephone bills. The Company strongly advises the Client uses a call barring system when the Employees are staying with the Client over periods of time. Employees are only permitted to use the Client's telephones in the event of an emergency or contact our office on the Client's behalf and with the Client's permission.

NIGHT COVER

The Company requires that a separate bedroom should be provided for night sleepers. It is the responsibility of the Client to provide clean bedding.

EXPECTATIONS OF EMPLOYEE

Employees are not allowed to smoke, take drugs, or drink alcohol in the Clients' home. Employees are not permitted to accept gifts, such as birthday and Christmas from the Client without prior agreement from the office.

VARIATIONS

These Terms and Conditions of Business constitute all the Terms and Conditions of Business between the Company and the Client. Any variation of these Terms and Conditions of Business shall be binding unless such variations are agreed upon by both the Company and the Client in writing and, in the event that such variations have been so agreed in writing, then those variations shall form part of the agreement between the Company and the Client these Terms and Conditions of Business, together with any variations agreed, constitute the entire agreement between the said parties.

EQUAL OPPORTUNITIES

The Company operates an equal opportunities policy and makes no discrimination based on age, race, religion, gender, sexual orientation, marital status, or disability.

Once you have agreed for us to provide a care package, please complete the form below and return to us within 14 days and a copy of this will be returned to you.

Acceptance of Our Terms & Charges

I have read and accept the Terms and Charges stated within this Information Pack and instruct All Seasons Care Ltd to organise a care package as agreed at the Assessment.

Client Name _____ Signature _____

Client Address (A) _____

_____ Date _____

Please tick as appropriate:

I am the Client.

I am authorised to act on the Client's behalf my address is:

Name _____ Signature _____

Address (B) _____

_____ Date _____

Relationship to the Client _____

Please send my invoice:

By post to Address A

By post to Address B

By email to _____

Please complete and return this form to:

The Manager
All Seasons Care Ltd
21a Alcester Road South
Kings Heath
B14 7JQ

January 2025