



## **ASISTERS LIMITED TERMS AND CONDITIONS**

A summary of our main conditions regarding contractual obligations and notice periods is given first for your convenience.

### **Customer Contractual Terms**

There are no minimum requirements for number of visits.

There are no minimum charges to use our service.

There are no minimum lengths of contract.

### **Cancellation Charges**

A period of 72 hours notice is required to cancel an individual booking or multiple bookings for customers with less than 7 bookings a week. A refund will only be issued if notice of cancellation is accepted at least 72 hours prior to the commencement of the job.

A period of one week's notice, starting 7 days prior to the first cancelled booking is required to cancel multiple bookings for customers with more than 7 bookings a week. Average weekly fee will be calculated based on previous month's invoice. Customer can select to pay a retainer at 50% of the agreed hourly rate to secure continuity of Asister/s following a service break. Normal 72hr cancellation policy will apply to any retainer.

If a customer is hospitalised Asisters will charge the full rate for all bookings within a 72hr period of being notified and 50% for all further bookings within the 7 day period following notification. Following 7 days the Customer can select to pay a retainer at 50% of the agreed hourly rate to secure continuity of Asister/s on being discharged from hospital. Normal 72hr cancellation policy will apply to any retainer.

A minimum of two weeks' notice is required for Live-In care. The customer will be charged on receipt of notice. The notice period applies to existing customers and all newly confirmed bookings with a start date within 14 days of the date notice is given.

A Customer will not be charged if an Asister cancels or fails to arrive for an agreed Booking.

Bank holidays, Easter Sunday and New Years Eve are charged at double time.

Payment of our service is acceptance of our terms and conditions. Full details on link [https://www.asisters.co.uk/t\\_and\\_c](https://www.asisters.co.uk/t_and_c)

## 1. THESE CONDITIONS

**1.1 What these Conditions cover.** The Conditions set out below and the accompanying Confirmation of Instructions together form an Agreement between us, you and, if you are not the person to whom we will be providing our Care and Support Services, the Principal Customer as well.

**1.2 Why you should read them.** Please read these Conditions carefully before you sign our Confirmation of Instructions. These Conditions tell you who we are, how we will provide services to you, how you and we may change or end the agreement, what to do if there is a problem and other important information.

**1.3 Services provided before you sign a Confirmation of Instructions.** If we provide our Services at your request before you have signed the Confirmation of Instructions, you will be taken to have agreed that these Conditions apply to the provision of our Services.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Our Company** We are Asisters Limited. We are a company incorporated in England and Wales under (Company number: 10729228). Our registered office address is 11 Milford Gardens, Chandlers Ford, Eastleigh, Hampshire SO53 2HY. References to '**we**' in these Conditions means the Company.

**2.2 Contact us.** You can contact us by telephoning our office on 01962 777055 or by email to support@asisters.co.uk or by writing to us at 11 Milford Gardens, Chandlers Ford, Eastleigh, Hampshire SO53 2HY. Please also refer to clause 13 below, which sets out how we should communicate with each other and when certain communications are deemed to have been received by the recipient.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the attached Confirmation of Instructions.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written", this includes emails.

## 3. DEFINITIONS

**3.1** In these Conditions words and expressions below have the meanings given opposite: -

**"Agreement"**

means the contract between the Company, the Customer and (if the Services are being provided to someone other than the Customer) the Principal Customer, for the provision of the Services incorporating the Confirmation

of Instructions and these Conditions.

**“Business Day”**

means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Asister"**

an individual employed or engaged by the Company to provide Services to the Customer.

**“Principal Customer”**

means the person to or in respect of whom the Services are to be provided as identified in the Confirmation of Instructions.

**“Care and Support Plan”**

means the care and support plan for the Principal Customer appended to the Confirmation of Instructions.

**“Confirmation of Instructions”**

means the agreement of services between the Customer and signed by or on behalf of the Company and the Customer.

**“Customer”**

means the person identified as the Customer in the Confirmation of Instructions.

**“Fees”**

means the fees payable by the Customer for the provision of the Services in accordance with clause 7 (Fees and Payment).

**"Regulator"**

means in England, the Care Quality Commission (CQC) (or such regulatory body that replaces the CQC).

**“Services”**

means the domiciliary, live-in, and all other care and support services ordered by the Customer to be provided by the Company as identified in the Confirmation of Instructions.

**“Start Date”**

means the date on which provision of the Services is to commence as specified in the Confirmation of Instructions.

**“Working Day”**

means a day on which the Services are to be provided in accordance with the Confirmation of Instructions.

## **4. PARTIES TO THE AGREEMENT**

**4.1 If the Customer is the Principal Customer**, references in these Conditions to ‘Customer’, ‘Principal Customer’ or ‘you’ shall mean the same person.

**4.2 If the Customer is not the Principal Customer**, the Agreement is between the Company, the Customer and the Principal Customer. The Customer confirms that they

have the necessary authority to enter into the Agreement on behalf of the Principal Customer. The obligations of the Customer and the Principal Customer under the Agreement are joint and several which means that both of the Customer and the Principal Customer are bound by and wholly responsible for all of the obligations and liabilities of each other under the Agreement, including the obligation to pay our Fees.

## 5. OUR OBLIGATIONS TO YOU

**5.1 Providing Services Using Reasonable Care and Skill.** We will provide the Services to the Principal Customer using reasonable skill and care subject to and in accordance with the Agreement, commencing on the Start Date.

**5.2 Complying with the Care and Support Plan.** We will try where practicable to ensure that the Services are provided in accordance with the specific requirements of the Principal Customer identified in the Care and Support Plan. However, please note that the Care and Support Plan does not form part of the Agreement and a failure to follow it precisely will not mean that we have broken our obligations to you.

**5.3 Ensuring the Suitability of Asisters.** We will take reasonable precautions to ensure the suitability of all Asisters for the provision of the Services, including undertaking full criminal record checks on all Asisters in accordance with any relevant local and national regulations that apply to the Company.

**5.4 Risk Assessment.** We will carry out a risk assessment for regulated customers at the Principal Customer's property either before commencing provision of the Services or, where that is not practicable (for example, where provision of Services commences in an emergency situation), within five Business Days of commencing provision of the Services.

**5.5 Replacement of Asisters.** We will use reasonable efforts to replace an Asister where you or the Asister have requested a change. While we will try to minimise the disruption any change of Asister may cause, it may impact on continuity of service under the Agreement.

**5.6 Treatment of Care Assistants.** We reserve the right to inform appropriate authorities where an Asister has experienced any form of abuse, harassment or discrimination while providing Services under the Agreement. In such circumstances, we will be entitled immediately to cease or suspend the provision of Services and to terminate the Agreement with immediate effect if we believe it is appropriate to do so.

**5.7 Reporting Suspected Abuse of Principal Customers.** If we suspect a Principal Customer may have suffered abuse of any kind, we may report our suspicions to any relevant health, law enforcement or other relevant authority or organisation, without notifying you or obtaining your consent. We will be entitled to disclose personal data and confidential information relating to the Customer and Principal Customer when making any such report and in any subsequent investigation carried out by any relevant authority.

**5.8 Timely Manner of Care Visits.** As a Company, we endeavour to meet Customers'

allocated visit times. However, there are times when visit times may vary due to unforeseen circumstances such as traffic delays, road works, previously overrunning visits, etc. Therefore, we kindly advise Customers to allow 30 minutes either side of the allocated visit time for an Asister to arrive.

## 6. LIVE-IN CARE

**6.1 Provisions for Live-In Asisters.** Live-in Asisters must be provided with a separate bedroom with a bed, clean bed linen, cleaning supplies, wardrobe, television, access to Wi-Fi, and use of bathroom and washing machine. Live in Care Asisters must also be provided with either full board or an amount in cash each week for their dietary requirements, as set out in the Confirmation of Instructions. Access to Wi-Fi is required for Live-in Asisters to complete online care plans. If the Customer does not have Wi-Fi, an additional monthly charge of £25 will be applied to the invoice in order for the Company to provide the Live-in Asister with private internet access.

**6.2 Breaks.** Live-in Asisters must be given a minimum 2-hour break in each Working Day. They should be allowed to take this during daylight hours unless otherwise agreed between you and them.

**6.3 Additional Services.** If you require additional Services at any time (whether to cover a live-in Asister's break periods or for any other reason), you must submit a written request for additional Services. We must receive this at least five Business Days before additional Services are required. We will make reasonable efforts to obtain a Asister to provide such additional Services but cannot guarantee this and are not obliged to do so. Unless Fees for additional Services are covered in the Confirmation of Instructions they must be agreed in writing in advance, failing which, we will not be obliged to provide the requested additional Services.

## 7. FEES AND PAYMENT

**7.1 Fees.** Fees for our Services are as set out in the Confirmation of Instructions. If no Confirmation of Instructions has been completed and signed when the provision of Services commences, we will inform you in writing of the Fees that will be charged.

**7.2 Overtime Charges.** If an Asister works additional hours in excess of the hours agreed in the Confirmation of Instructions we will be entitled to charge additional Fees for those extra hours, at the hourly rates set out in the Confirmation of Instructions.

**7.3 Invoices.** Unless alternative billing arrangements have been agreed and recorded in the Confirmation of Instructions we will deliver invoices by email on the third week of the month for that month's services. If invoice needs to be posted we charge a nominal postal fee. Our invoices will contain a breakdown of the Services provided.

**7.4 When Payment is Due and Interest.** Invoices are payable within 7 days of their date of issue. We reserve the right to charge interest after this, calculated on a daily rate of 2% above the Bank of England base rate. Such interest will accrue daily and continue to do so as long as any amount due remains unpaid, whether before or after any judgement is given in any court or other legal proceedings. An administration fee

of £10 will be applied to any late reminder letters sent.

**7.5 Cancellation Charges.** A period of 72hours notice is required to cancel an individual booking or multiple bookings for customers with less than 7 bookings a week. A refund will only be issued if notice of cancellation is accepted at least 72 hours prior to the commencement of the job. A period of one week's notice, starting 7 days prior to the first cancelled booking is required to cancel multiple bookings for customers with more than 7 bookings a week. Average weekly fee will be calculated based on previous month's invoice. Customer can select to pay a retainer at 50% of the agreed hourly rate to secure continuity of Asister/s following a service break. Normal 72hr cancellation policy will apply to any retainer. If a customer is hospitalised Asisters will charge the full rate for all bookings within a 72hr period of being notified and 50% for all further bookings within the 7day period following notification. Following 7 days the Customer can select to pay a retainer at 50% of the agreed hourly rate to secure continuity of Asister/s on being discharged from hospital. Normal 72hr cancellation policy will apply to any retainer. A minimum of two weeks' notice is required for Live-In care. The customer will be charged on receipt of notice. The notice period applies to existing customers and all newly confirmed bookings with a start date within 14 days of the date notice is given. A Customer will not be charged if an Asister cancels or fails to arrive for an agreed Booking.

**7.6 Review of Fees and Notice.** We may review our Fees from time to time. The results of any such review will be notified to you in writing as soon as practicable and with a minimum of 28 days written notice to you of any increase in Fees.

**7.7 Payment Methods.** You must pay our invoices using the method specified in the Confirmation of Instructions. If you wish to change the method by which you pay us, you will need to notify us in writing. We are not obliged to agree to any new proposed method of payment but will not unreasonably refuse to agree to any such change provided that we have the facility to accept payment by the proposed new method.

## **8. NON-SOLICITATION**

**8.1 Customer Acknowledgment.** You acknowledge that we have invested significant time and resources in recruiting, employing and training staff, including Asisters, to work in our business providing care and support services to you.

**8.2 Agreement Not to Solicit Asisters.** During this Agreement and for a period of six months after its termination (for whatever reason) you agree not to directly or indirectly solicit, employ or engage the services of any Asister who was providing Services to you or the Principal Customer at the date of termination or had done so at any time in the preceding three months.

**8.3 Consequences of Solicitation.** If you break your non-solicitation obligations in this clause, we are entitled to claim compensation, the higher of £2,000 or the total of previous month's invoice from you for losses we have incurred as a result. This may include the cost of recruiting replacement Asisters and compensation for any resulting loss of any other custom or business. We may also be entitled to obtain a Court order (injunction) enforcing the restrictions in this clause and preventing the Asister from



working for you or the Principal Customer.

## 9. INSPECTION

**9.1 Conduction of Inspections.** As a regulated business, we may be inspected from time to time by the Regulator, a local authority, health trust or other relevant authority, which may involve an inspector coming into the Principal Customer's property to monitor the provision of our Services. We will try where practicable to inform you in advance of any such inspection.

**9.2 Internal Audits.** We operate our business under franchise from the Franchisor. We will therefore also be subject to internal audit by a nominated individual from our Franchisor from time to time, who may accompany our Asisters on care visits. We will try where practicable to inform you in advance of any such internal audits.

**9.3 Information Sharing.** Where necessary in relation to an inspection or internal audit, we may be required to share information relating to you. We will only share your information for the purpose of quality monitoring and compliance with any relevant regulations. Please see our Privacy Policy for more information.

**9.4 Supervision.** It is a legal requirement for us to demonstrate supervision of Asisters. We will supervise and observe Asisters carrying out their work to ensure the standard of work provided by them is satisfactory.

**9.5 Your Cooperation for Supervision.** In order for us to supervise our Asisters, we require you to facilitate and allow our assessor staff to attend the Principal Customer's property and any other location at which the Services are provided in order to monitor the Asister(s) while they are providing Services. If you fail or refuse such access we will be entitled to suspend provision of Services or terminate the Agreement. In either case, we will be entitled to continue to charge our Fees as if the provision of the Services was continuing during any period of suspension or up to the date of termination of the Agreement, as the case may be.

## 10. COMPLAINTS

**10.1 Complaints Procedure.** We aim to ensure that you are given the highest quality of care and service. If you feel aggrieved or unsatisfied with the Services provided by us, a clearly defined complaints procedure exists. Full details of our complaints procedure are available on request by emailing [support@asisters.co.uk](mailto:support@asisters.co.uk) or calling 01962 777055.

## 12. TERMINATION

**12.1 Termination by the Company or Customer.** Either you or we can terminate the Agreement at any time by giving written notice as per the cancellation clauses.

**12.2 Non-Payment of Fees.** If you fail to pay any amounts due to us under the Agreement, we will give you written notice demanding payment of the overdue amount. If you fail to pay within 14 days of this written demand, we will be entitled to terminate the Agreement and stop providing Services to you immediately.

**12.3 Irremediable Breaches.** Either of us can terminate the Agreement with immediate effect if the other commits a breach of their obligations under the Agreement which is not capable of being remedied.

**12.4 Remediable Breaches.** Where a party breaks obligation which can be remedied, the innocent party can serve written notice on the party at fault, stating which obligation(s) has/have been broken, what needs to be done by the defaulting party to put things right and allowing 14 days to comply. If the party at fault does not put things right within 14 days of that written notice being served, the innocent party can terminate the Agreement with immediate effect by giving written notice to the defaulting party, and stop performing any of its obligations under the Agreement.

**12.5 Suspension/Termination of the Agreement due to a Significant Risk of Harm / Compromised Health and Safety.** In circumstances where we reasonably perceive a significant risk of harm to a Asister or that the health and safety of those involved in the provision of the Services to you is compromised, we may immediately suspend the provision of the Services and/or terminate the Agreement with immediate effect. We will communicate any such suspension and/or termination to you as soon as reasonably practicable by whatever means of communication are reasonably practicable and available.

## 13. NOTICES AND COMMUNICATIONS

**13.1 Requirement for Writing and Methods of Delivery.** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at their address as set out in the Confirmation of Instructions (or an alternative address notified by the recipient in accordance with this clause 13); or

(b) sent by email to the address specified in the Confirmation of Instructions (or an alternative email address notified by the recipient in accordance with this clause 13).

**13.2 Deemed Receipt of Notices.** Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address.

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) if sent by email, at 9.00am on the next Business Day after transmission.



**13.3 Application of this Notice Clause.** This clause does not apply to the service of proceedings, documents in a legal action or where applicable, arbitration or other methods of dispute resolution.

## 14. INSURANCE

### 14.1 Our Public and Employers Liability Insurance Policy.

**(a) What is covered.** We have insurance to cover Asisters against accidents which occur while they are providing Services to you.

**(b) What is not covered.** Your possessions are not covered by our insurance policy. These should be covered by your own household or other insurance.

**14.2 Vehicle Insurance.** Care Assistants must not be asked or allowed to drive your vehicle, or any vehicle other than their own vehicle or a vehicle that belongs to us unless we have given you our written permission for them to do so. If you want an Asister to drive your vehicle, before asking or permitting them to do so, you must give us such written evidence as we may reasonably require that the Asister will be fully comprehensively insured when driving your vehicle. This includes a copy of the current vehicle insurance policy certificate.

## 15. DATA PROTECTION

**15.1 Privacy Policy.** Personal information relating to you is held on file with us during your agreement with us. This is retained for a statutory required period of time after your agreement too. This information is securely kept and will only be used, processed, and disclosed in accordance with our Privacy Policy.

## 16. EXCLUSIONS AND LIMITATIONS OF LIABILITY – YOUR ATTENTION IS DRAWN TO THIS CLAUSE IN PARTICULAR

**16.1 Force Majeure.** We will not be liable if we cannot perform our obligations under the Agreement because of any acts of God, riots, civil commotion, usurped power, strikes or labour disturbances or any other circumstances which are beyond our control (**Force Majeure**). If we are unable to provide the Services for a period in excess of seven consecutive days, you are entitled to terminate the Agreement with immediate effect by giving us written notice to that effect.

**16.2 Death or Personal Injury Caused by Negligence, Fraud and Fraudulent Misrepresentation.** The law does not allow us to exclude or limit any liability for death or personal injury which is our fault, or for committing fraud or fraudulent misrepresentation, and nothing in these Conditions or the Agreement does so.

**16.3 Your Possessions.** We will not accept liability for fair wear and tear or purely accidental damage to your possessions. You must ensure any such loss or damage is covered by your household insurance.

**16.4 Our Liability.** Except for claims for loss of or damage to property (which are subject to clause 17.5) and subject always to clause 17.2, our total liability to you in respect of any claim made against us in respect of the Services or Agreement shall not exceed: £5,000,000.

**(a)** in the case of **an Agreement which has been in force for 12 months or more**, the aggregate of the Fees paid by you to us in the 12 month period ending on the date on which the claim arose; or

**(b)** in the case of **an Agreement which has been in force for less than 12 months**, the aggregate of the Fees which would have been payable by you had it been in force for 12 months, calculated by reference to the average monthly Fees paid by you during the period from the Start Date to the date on which the claim arose; or

**(c)** in the case of a **Temporary Care Package**, the aggregate of the Fees payable (or which would be payable) for the whole period of such Temporary Care Package.

**16.5 Our Maximum Liability Amount To You – Claims for Loss / Damage to Your Property.** Subject to clauses 17.2 and 17.3, our total liability under the Agreement for any claim for loss of or damage to your property resulting from the negligence or wilful default of us or any of our employees, agents or sub-contractors shall not exceed £1,000,000.

**16.6 No Liability for Indirect or Consequential Losses.** We will not be liable for any indirect or consequential losses of any kind, including loss of profits, loss of anticipated savings or any other indirect or consequential losses.

**16.7 Survival of This Clause After Termination.** This clause 17 shall survive termination of the Agreement.

## **17. EQUAL OPPORTUNITIES**

**17.1 Our Equal Opportunities Policy.** This is operated by us to protect against discrimination on the basis of age, race, religion, gender, sexual orientation, marital status or disability. A copy of our equal opportunities policy is available on request.

## **18. THIRD PARTY RIGHTS**

**18.1 No Third-Party Rights.** Unless expressly stated otherwise, this Agreement does not give anyone other than the Company, the Customer and the Principal Customer the right to enforce any term of this Agreement.

**18.2. No Third-Party Consent Requirements.** The rights of the parties to cancel or vary this Agreement are not subject to the consent of anyone other than the Company the Customer or the Principal Customer.

## **19. GOVERNING LAW**

**19.1 Applicable Law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or its formation shall be governed by and interpreted in accordance with the law of [England and Wales] [Scotland].

## **20. JURISDICTION**

**20.1 Court Jurisdiction for Claims/Disputes.** The courts of [England and Wales] [Scotland] shall have exclusive jurisdiction in relation to any dispute or claim (including non-contractual disputes of claims) arising out of or in connection with this Agreement or its subject matter or formation.

**I confirm I have read and understood these Conditions and agree to the terms and conditions set out in them.**

**Signed (Customer):** .....

**Print (Name):** .....

**Date:** .....