



## How we work (Terms of Business)

### Who we are

Care and Choice Limited (the 'Agency' or 'we', 'our' or 'us') is an introduction agency that connects individuals seeking care services ('Client' or 'you' or 'your') and individuals providing care services ('Caregiver') via an on-line platform.

We introduce Clients and Caregivers, who contract directly with each other for Care Services.

### Definitions

<b>Agency</b>	means Care and Choice Limited (Company Number 08340594) with our registered office at 26 Parsonage Road, Horsham, West Sussex RH12 4AN.
<b>Booking</b>	means the length of time agreed between the Client and the Caregiver for which the Caregiver is engaged by the Client to provide the Care Services.
<b>Caregiver</b>	means the individual care worker selected by the Client or the Representative, as the case may be, to provide the Care Services required by the Client.
<b>Care Services</b>	means the provision by the Caregiver of any services as are agreed between the Client and/or its Representative and/or the Agency.
<b>Client</b>	means you, the individual (or your Representative on your behalf) seeking a Caregiver to provide Care Services.
<b>Introduction</b>	means the introduction of a Caregiver to a Client through the exchange of Client and Caregiver details by the Agency, via its website or otherwise, once a suitable Profile has been identified.
<b>Profile</b>	means the information (i) about Caregivers that the Agency will share with their Clients (and/or their Representatives); and/or (ii) about Clients that the Agency will share with Caregivers, to assist with the selection of a Caregiver and the Care Services required.
<b>Registration</b>	means the act of a Client providing their details to and registering with the Agency, whether on-line or manually, to enable the Agency to prepare the Client's Profile and which the Client agrees the Agency can share with potential or actual Caregivers.
<b>Representative</b>	the Client's nominated/appointed representative acting for and on behalf of the Client and whose authorisation or appointment document is provided to the Agency as evidence of their appointment and authority to act for the Client.
<b>Terms of Business</b>	our terms of business set out in this document, as modified by us from time to time at our discretion and which are available on our website ( <a href="http://www.careandchoice.co.uk">www.careandchoice.co.uk</a> ), together with any other terms and conditions (if any) expressly agreed in writing by the Agency.

### **1. Sharing your Profile (the contract/acceptance of terms)**

The information on how we work as set out in these Terms of Business, together with our Terms of Business which are accepted by you, forms a legally binding contract between us, the Agency, and you, the Client (or your Representative on your behalf), for the introduction of a Caregiver and should be read in conjunction with our brochure "At Home Together". This is available to download from [www.careandchoice.co.uk/brochures/at\\_home\\_together.pdf](http://www.careandchoice.co.uk/brochures/at_home_together.pdf) and contains additional information on how to get the best possible outcome from your introduction.



These Terms of Business apply to the exclusion of any other terms and conditions, and may only be varied by written agreement between the Agency and the Client (or its Representative).

Care and Choice is an introductory agency only – the contract for the Care Services is between the Client and the Caregiver.

The Agency does not direct, monitor or control the Caregiver or the Care Services being provided by the Caregiver, and the Agency is not responsible in any way for the provision of the Care Services or for the Caregiver. However, we may contact the Client and/or its Representative to make sure that they are satisfied with the introduction.

All Caregivers registered with the Agency are self-employed.

Registration with the Agency confirms that you accept and agree to these Terms of Business.

Clients have the right to cancel their registration with the Agency at any time on 7 days' prior notice (preferably in writing or confirmed in writing).

## **2. Costs (fees and Caregivers pay)**

### **2.1. Agency costs**

#### **Registration**

We do not currently charge a fee for registration but we may introduce a registration fee in the future. We reserve the right to revise these Terms of Business to introduce a registration fee and/or to change any registration fee in the future. If we introduce or change a registration fee, we will give you and/or your Representative not less than one month's notice of our intention to do so.

#### **Introduction Fee**

We charge an introduction fee to you (or your Representative) for the introduction of each Caregiver. This fee is based on the length of your Booking for each Caregiver and will [typically] be £100 per calendar week of the Booking. You must notify us immediately of any extension or renewal of any Booking or any other engagement by you of any Caregiver.

You (or your Representative on your behalf) agree to advise us, by telephone or e-mail, if you wish to amend the length of the Booking.

For the avoidance of doubt, if you or your Representative extend or renew any Booking without notifying us, we reserve the right to charge you an introduction fee based on any such extension or renewal.

### **2.1 Cancellation costs**

We will be happy to make an adjustment to any fee paid for an introduction if the Booking is cancelled.

The Caregiver will expect to be paid for the total number of days worked.

If your care needs change, an alternative Caregiver may be requested. The charges for this Caregiver may differ and we will agree those with you at the time.

### **2.2 Other**

You agree to settle all invoices within 14 days of the date of our invoice.

We reserve the right to charge interest on outstanding accounts at a rate of 5% per month above Barclays Bank Plc base lending rate from time to time, both before as well as after any judgement.

We reserve the right to charge an administration fee, being 5% per month above Barclays Bank Plc base lending rate from time to time, in the event of outstanding fees due to Probate/Letters of Administration.



## **2.2 Caregiver costs**

Caregivers registered with the Agency act in a self-employed capacity and are responsible for paying their own tax and national insurance.

The remuneration to the Caregiver varies according to the length of the Booking and the Care Services involved. This will be agreed, between you (or your Representative) and the Caregiver at the introduction stage and paid directly by you (or your Representative) to the Caregiver for each Booking. Caregivers will charge appropriately for arrival and departure days.

Caregivers introduced to provide live-in Care Services undertake their role on an unmeasured work basis, managed with a daily average hours agreement (for the purpose of the Working Time Regulations 1998 and the National Minimum Wage Regulations 1999).

## **2.3 Travel costs**

Caregivers travel costs are payable to the Caregiver directly by you (or your Representative). All costs should be discussed and agreed, prior to the start of the Booking.

## **2.4 Bank holidays**

You can expect to pay an additional fee if a Caregiver is working on a statutory Bank Holiday.

## **3.0 Introduction Fee increases (Agency and Caregiver)**

We reserve the right to change our introduction fees at any time. If we do this, we will give you and/or your Representative not less than one month's notice of our intention to do so.

The Caregiver's fee will be agreed between you and the Caregiver prior to the start of each Booking.

## **4.0 Permanent Introduction**

We will introduce a Caregiver to you for the agreed length of the Booking.

If you wish to take a Caregiver for a longer period of time and the Caregiver agrees to this arrangement, then you must inform us, preferably in writing, as soon as possible but, in any event, within 7 days of your decision to do so.

You acknowledge that registered Caregivers have undergone extensive background checks carried out by the Agency prior to our sharing their details with you and that, accordingly, we may charge you a "release fee" equivalent to a 12 week introduction fee if you wish to make a permanent arrangement, which you agree to pay to us (in full and without any deduction or set off).

## **5.0 Our obligations**

We aim to register high quality Caregivers, selected with the utmost care, to provide our Clients with choice.

We have carried out extensive background checks on all registered Caregivers. We have:-

- Checked their eligibility to work in the United Kingdom
- Confirmed their identity
- Checked their work history and background
- Taken up written references both personal and professional
- Verbally verified all references received
- Verified any relevant qualifications

Caregivers who do not hold a current Disclosure & Barring Service check (DBS)/Criminal Records Bureau Disclosure (CRB) will be given guidance on obtaining one through a recognised umbrella body.



The Agency will meet with all Caregivers personally to decide if their qualities, life experience and passion make them a suitable Caregiver, before sharing their details with you.

As an introductory agency, we cannot guarantee that you will be provided with on-going care as Caregivers registered with the Agency are self-employed. We will always endeavour to meet your requirements where possible.

## **6.0 Your obligations**

You agree to pay our relevant fee(s) for each introduction.

You agree to engage the Caregiver on the basis that they are self-employed, and that you are contracting directly with them for the provision of the Care Services.

The Client agrees to pay the Caregiver, in full and without any deduction or set off, the fee agreed during the introduction for the provision of the Care Services by the Caregiver together with any agreed travel expenses.

### **6.1 Accommodation**

You agree to provide the Caregiver with a safe environment to work, which includes (but is not limited to) where applicable clean and comfortable accommodation and full board, without charge, for the duration of the Booking.

### **6.2 Driving**

Where you require the Caregiver to drive your vehicle, and they agree to do so, you agree to provide the Caregiver with your explicit permission to do so and you acknowledge and agree that it is your responsibility to ensure that your vehicle is roadworthy at all times, is properly road taxed and adequately insured for such purposes. This is entirely at the Client's own risk. It is **your** responsibility to check the Caregiver has the appropriate driving licence for the vehicle.

If you require the Caregiver to be an owner-driver of a vehicle, it is **your** responsibility to ensure that the Caregiver has the appropriate insurance and licence for the vehicle, and you do so entirely at your own risk.

### **6.3 Insurance**

We strongly advise you to ensure that you hold adequate public liability insurance cover. You should check to see if this is already provided / included in your household insurance cover but, if it is not, you may need to put additional insurance cover in place. This is to ensure that you are covered in the event of injury or loss or damage to or sustained by the Caregiver in providing the Care Services to you.

## **7.0 Our liability to you**

Whilst we take every care, including by undertaking the background checks under 5.0 above, to ensure that our Caregivers are suitable and appropriately qualified to provide the Care Services, we cannot be responsible or liable for any acts, defaults or omissions of such Caregivers and you agree that we are not liable for any loss or damage which was not foreseeable, or which you and we did not contemplate as likely at the time we entered into this contract with you or at the time of any Booking.

We exclude our liability to the fullest extent permitted by law. To the extent that we cannot exclude our liability to you, our liability under and pursuant to these Terms of Business and any Booking is limited per claim and in the aggregate to 125% of the total fees paid and payable by you to us during the preceding 3 months (or shorter period if less).

Nothing in these Terms of Business excludes our liability for death or personal injury which is due to our negligence or that of our personnel or for fraud or fraudulent misrepresentation.



## **8.0 Confidentiality and Data Protection**

We will comply with our obligations under the Data Protection Act 1998 in respect of your/any Caregiver's personal data and the subsequent EU Regulation 2016/679 General Data Protection Regulation ("GDPR").

We collect, use and store information and personal data about our Clients and Caregivers for the purpose of Profile and Introduction only.

We will keep confidential any information held.

You agree to your information and personal data being stored and processed by the Agency (in accordance with the Data Protection Act 1998 and the subsequent EU Regulation 2016/679 General Data Protection Regulation ("GDPR")) and to this being shared with the Caregiver introduced.

We agree to remind the Caregiver that any information and personal data obtained during the course of the Booking and provision of the Care Services should remain confidential at all times but it is **your** responsibility to ensure that this is addressed in your contract with the Caregiver.

You are welcome to see any information and personal data about you which is held by the Agency. Ideally, your request should be in, or be confirmed in, writing. We do not charge for dealing with such requests and aim to provide the information requested within 14 days of receipt by us of your request.

## **9.0 Equal Opportunities**

The Agency does not discriminate, nor do we tolerate any discrimination, on the basis of (without limitation) age, race, religion, gender, sexual orientation, marital status or disability.

## **10.0 Feedback**

The Agency values all feedback and will contact the Client and/or Representative to ensure that they are satisfied with the introduction service for the purposes of quality assurance only.

The Agency does not monitor, control or direct the Care Services provided by the Caregiver. If the Client and/or the Representative is/are not satisfied with the selected Caregiver a replacement Caregiver will be introduced, if requested (see 2.1 above – Cancellation costs).

The Agency welcomes any compliments regarding the introductory service and/or the provision of the Care Services and will pass any compliments directly to the Caregiver.

## **11.0 Termination**

We may terminate our contract /these Terms of Business with you at any time on giving you 28 days' prior written notice.

Either you or we may terminate our contract / these Terms of Business at any time with immediate effect by giving notice (preferably in writing – we will give you written notice) to the other if:

- (a) the other fails to pay any amount due under the contract / these Terms of Business on the due date for payment and remains in default not less than 7 days after being notified to make such payment; or
- (b) the other commits a material breach of any material term of the contract / these Terms of Business and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so; or
- (c) the other repeatedly breaches any of the terms of the contract / these Terms of Business in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the contract / these Terms of Business; or



- (d) the other (i) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts or as having no reasonable prospect of so doing; or (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a compromise or arrangement with its creditors; or (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that party; or (iv) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other; or (v) a person becomes entitled to appoint a receiver over the assets of the other or a receiver is appointed over the assets of the other; or (vi) the other is the subject of a bankruptcy petition or order; or a creditor or encumbrancer of the other attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other's assets and such attachment or process is not discharged within 14 days; or (vii) the other suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (viii) the other dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

On termination for any reason, all fees and other sums payable under the contract / these Terms of Business become immediately due and payable in full without deduction or set off.

## **12.0 Law**

These Terms are governed by English Law and in agreeing to these Terms, the Agency and the Client (or its Representative as the case may be) agree that the English Courts shall have exclusive jurisdiction to hear any dispute that may arise between us.

## **13.0 General**

Nothing in these Terms of Business shall imply any partnership between the Agency and/or the Client and/or the Caregiver.

Notices should ideally be in writing, or be confirmed in writing, and be sent to the address of the recipient(s). In the case of the Client that is the Client's address provided for registration purposes or such other address as it may from time to time advise to the Agency. In the case of the Agency, that is the Agency's registered office address.

No waiver of any provision or breach of these Terms of Business by a party to them constitutes a waiver of any other provision (or of the same provision) or breach.

If any provision or part provision of these Terms of Business is deemed invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms of Business (and of any provision in question) shall continue to apply.