

Hemby Ltd

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Company Registered Number: 16197367

GENERAL TERMS AND CONDITIONS FOR DOMICILIARY HOME CARE SERVICE

Date: 1.3.2025

1 Definitions

- **Agreement:** This agreement between You (the client) and Us/We (the service provider) and all documents referred to in this agreement, Your Care Plan, and any other documents entered into between Us and You in respect of the Services.
- **Bank Holiday:** A bank holiday in England and Wales.
- **Care Plan:** A documented description, prepared by Us, describing the nature and level of Services which You have requested We supply to You and We have agreed to supply to You, as amended from time to time.
- **Care Worker:** The person providing the Service.
- **Complaints Procedure:** The complaints and/or feedback procedure referred to in the Service User Guide.
- **Fees:** The fees for the Service notified to You in the price list and as calculated in accordance with our Agreement.
- **Home:** Your home address from time to time.
- **Need assessment:** Assessment of Your situation and need of care done together with You and other relevant parties when necessary. This can be carried out in person, over the phone or online. On basis of this assessment We agree with You the Care Plan and Our Fees.
- **Service:** The managed homecare services to be provided by us to You at Your Home, provided in accordance with Our Agreement and set out in the Care Plan.
- **Service User Guide:** The guide made available by Us to You in respect of the Services to be provided.

2 Your Care

2.1 Assessment and Care Plan:

- We will work with You, Your family, and any appropriate external social or health care professionals to carry out an assessment of Your needs and preferences for care and treatment, which We will record in a Care Plan.
- We will regularly review the Care Plan and make adjustments as necessary.

2.2 Provision of Care:

- We will provide care that reflects Your needs and preferences as set out in Your Care Plan.
- We will treat You with kindness, dignity, and respect, ensuring Your privacy and autonomy.
- We will seek Your consent before giving any care to You.

2.3 Care services provided

- We offer the following services:
 - Companionship care
 - Home help
 - Respite care

2.4 Changes in Care Needs:

- If Your needs change or increase to a level which cannot be met by Us, We will discuss alternative arrangements with You.

2.5 Limitations of Care

- We do not offer regulated personal care services, including physical assistance in connection to eating or drinking, toileting, washing or bathing, dressing, oral care, the care of skin, hair and nails.
- We do not offer nursing or medical tasks.

3 Fees and Charges

3.1 Calculation and Payment:

- Fees are calculated based on actual usage of Services, i.e. the realized length of the visits (in 15-minute increments). If a visit is shorter than planned, the planned duration will be charged.
- Fees are payable monthly with 10 days payment time.
- Payment can be made by bank transfer, credit/debit card, or any other method agreed with Us in writing. You cannot pay for the service in cash during the visit.

3.2 Changes to Fees:

- We reserve the right to review and change our Fees for the Services. We will notify you of any price changes at least one month prior to the new Fees coming into force.
- Current fees can be found in the price list on our website.

3.3 Late Payment:

- If You fail to pay the Fees, We reserve the right to suspend the Service and/or charge interest on any overdue amount.
- We charge a £10 billing surcharge for payment reminders.

3.4 Minimum Work Time and Pricing:

- Minimum billing times for different services are specified in the price list. Typical minimum length per visit is 1.5 hours.
- Additional time is billed in 15-minute increments.
- Handling fees for paper invoices and travel costs are specified in the price list.

4 Care Workers

4.1 Provision and Conduct:

- All Our Care Workers are suitably trained, skilled, and competent to provide the Service.
- We will endeavor to supply a regular Care Worker each time We supply the Service to You.

4.2 Tasks and Responsibilities:

- Care Workers are not permitted to carry out certain tasks, including heavy lifting, household maintenance, and buying or recommending over-the-counter preparations or alcohol or other intoxicants.
- Care Workers are not permitted to carry out tasks that are classified under personal care regulation or medical care.

5 Your Home as a Workplace

5.1 Safety and Equipment:

- You will provide a safe and clean environment and appropriate equipment to allow the Care Worker to carry out the Service.
- You will inform Us of any communicable diseases in the household.

6 Complaints and Service Monitoring

6.1 Feedback and Complaints:

- We operate a feedback procedure by which You can make a complaint or suggestion in relation to the Service. Details of the procedure can be found in the Service User Guide.

6.2 Service Monitoring:

- To comply with regulatory requirements and monitor the quality of the Service, it may be necessary for a member of our staff to observe or supervise the Care Worker in Your Home.

6.3 Quality Assurance and Safeguarding Process and Management

- Our process and management procedures are outlined in the Quality Assurance Policy, which is available on request.

7 Confidentiality

7.1 Data Protection:

- We will respect Your privacy and confidentiality but may disclose confidential information about You if it is in Your best interest or required by law.
- More details can be found in the Privacy Notice on our website.
- We will not store or retain any passwords provided by clients.

8 Records

8.1 Record Keeping:

- Care Workers will keep a daily record of the care You receive and any other significant information.

9 Insurance and Liability

9.1 Liability:

- We are responsible for loss or damage that is a foreseeable result of Our breach of this Agreement or failing to use reasonable care and skill. We will not be liable for any indirect damages.
- We have liability insurance in place. The liability for damages, the scope of liability and the limitations are determined in accordance with the insurance terms and conditions. A claim for compensation must be submitted within two (2) weeks after the possible defect has been noticed or should have been noticed. The Client must provide the necessary information and evidence (e.g. photographs) of the damage or defect and possible compensation claims.
- Nothing in this section shall limit Our statutory liability for service errors to our consumer customers or any other liability that cannot be limited or excluded by law.

10 Cancellations, Changes and Termination

10.1 Cancellation by You:

- You can cancel the Service at any time within 14 days of the date of this Agreement. If services have already been delivered during this period, you agree to pay for the provided services.
- You have the right to cancel or reschedule a visit free of charge two days (48 hours) before the originally agreed time. Cancellations made within less than 48 hours will be charged the full price according to the planned time.

- Hemby's Care Worker and the client may, by mutual agreement, change the agreed time of the visit by less than 48 hours from the planned time.
- The client's absence at the previously agreed time of the service visit is interpreted as a cancellation of the service within less than 48 hours.
- The Client has no other notice period than the cancellation terms mentioned above.

10.2 Cancellation by Us:

- We may terminate this Agreement by giving 7 days' written notice or immediately if You fail to provide a safe environment or fail to pay the Fees.
- If the Care Worker appointed for the customer has to cancel the visit, such as in connection with the Care Worker's illness, Hemby will primarily try to arrange a substitute for the visit time in question if the customer so wishes.
- If it is not possible to arrange a replacement, the customer and Hemby will agree on a new time to provide the service.
- Visits that do not take place for reasons attributable to Us will not be charged.

11 Digital Services Terms

11.1 Usage Rights:

- Users are granted a limited right to use digital services and content for personal, non-commercial purposes.
- Users must not modify, reproduce, or publicly display the content.

11.2 Intellectual Property:

- All intellectual property rights related to the digital services and content belong to Us or our partners.

12 Client Responsibilities

12.1 Provision of Information:

- You must provide all necessary and correct information required for the delivery of the Service, including any changes to Your health or home environment.

12.2 Financial Responsibilities:

- You are responsible for ensuring timely payment of Fees as per the agreed terms.
- You must not provide Care Workers with bank cards, PIN codes, or other personal financial information.
- Running daily errands, including visiting the grocery store, can be a valuable service to many. The recommended way to handle the financials, if You are unable to attend, is to give the Care Worker cash and a shopping list for the purchases and review the receipts together with the purchases and change.

12.3 Behavior and Conduct:

- You must treat Care Workers with respect and refrain from any abusive or inappropriate behavior.
- You must inform Us if You or anyone in Your household has a communicable disease.

13 General**13.1 Variation of Terms:**

- We may vary these terms and conditions by giving You at least 7 days' notice.

13.2 Governing Law:

- This Agreement shall be construed in accordance with the laws of England and Wales.