



TERMS AND CONDITIONS

Please read all these terms and conditions.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean: Agreement (“Agreement”): the signed agreement between us and you for the provision of the Services, comprised of these Terms, and any variations agreed in accordance with clause 2. **2.7**; Carer/ Support Worker: any of our employees who provides the Services to you. A reference to “her” or “she” in relation to the Carer shall be read as “his”, “him” or “he”, where appropriate;

When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

Data Protection Legislation: (i) the Data Protection Act 1998 (up to and including 24 May 2018) and the General Data Protection Regulation ((EU) 2016/679, “GDPR”) (on and from 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, unless and until the GDPR is no longer directly applicable in the UK, and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

Event Outside Our Control: means any act or event beyond our reasonable control; **Rate:** the rate for the provision of the Services, as set out in the rate card Agreement;

Hours: the hours during the week when we provide the Services to you

Rate card: a schedule of the rates for the provision of Services, which are current at the time of providing the Services, and which may be revised from time to time;

Representative: a person who signs the Agreement on your behalf, either at your request, as your agent, or under a power of attorney; See interpretation **2.1** In the event that a Representative has signed the Agreement on your behalf, references to “you” in that agreement will include a reference to that Representative where the context requires.

Services: The Care and Support services that we are providing to you as set out in the Agreement;

Terms: The Terms and Conditions set out in this document; These Terms and Conditions will apply to the purchase of the services by you.

Us, we and our: We are YOU-CAS Ltd a company registered in England and Wales under number 8071841 whose registered office is at 67A, Wimborne Rd, Bournemouth, Dorset, BH3 7AN with email address admin@you-cas.com; telephone number (01202 247270).

If you are not sure about anything, just phone us on 01202 247270.

2 Interpretation

2.1 Representative means the person entering into a Contract with YOU-CAS for the supply of a service and the person responsible for payment.

2.2 Client means the person who needs and will be in receipt of the support services provided. Very often the Representative and Client are the same person.

2.3 Contract means the legally binding agreement between you and us for the supply of the Services;

2.4 Delivery Location means the place where the service is provided, normally the client's home address.

2.5 Order means the Representative's order for the Services from YOU-CAS as set out in the initial assessment or in the Representative's written acceptance of YOU-CAS's quotation;

2.6 Services the services that we are providing to you as set out in the Agreement;

2.7 Carer/ Support Worker any of our employees who provides the Services to you.

3 Our agreement with you

3.1 These are the terms and conditions on which we supply the Services to you. Please ensure that you read these Terms carefully, and check that the details in the Agreement and in these Terms are complete and accurate, before you sign the Agreement. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

3.2 These Terms will become binding on you and us, and the Agreement will come into existence, when you sign it, or we begin to provide the Services to you, whichever is the earlier.

3.3 The Agreement constitutes the entire agreement, including these Terms and Conditions, between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms, and if you believe that any terms are not contained in the Agreement or these Terms you shall let us know promptly. Any descriptive matter or advertising contained in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

4 Changes to terms and conditions

4.1 We may revise these Terms and Conditions from time to time.

4.2 If we have to revise these Terms under clause **4.1**, we will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the

Agreement in accordance with clause **10**.

4.3 If your circumstances or your requirements for the Services change, we will agree with you in writing any changes to the Agreement (such as the nature and the price of the Services), and those changes will come into effect from the date we both sign the document setting out those changes.

5 Services

5.1 We will supply the Services to you, from the commencement date set out in the Agreement until the end date set out in the Agreement or, if no end date is set out, until the Agreement is terminated in accordance with these Terms.

If you are unable to accept the planned services within the Agreement, for any reason, 48hrs 'notice is required. Without notice YOU-CAS Ltd will be entitled to invoice for that service as if the service had been delivered. Such notice may be verbal or in writing directly to the office (see clause **13**.) The notice period is within normal working hours Monday to Friday between 9:00am and 5:00pm and not including any Bank Holidays.

We will do our utmost to deliver the Services, to the delivery location by the agreed time or within the agreed period or, failing any agreement within 30 minutes of the agreed time.

If you are not present at the agreed time to the delivery location, then staff will leave after 30 minutes and you will still be liable for the invoice raised.

5.2 We will need certain information through a pre assessment from you that is necessary for us to provide the Services, for example, information about any medication you take. We will discuss this with you and record it in writing. 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 suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for Services already carried out.

5.3 Due to the nature of the Services, you will need to provide us with access to your home in order to provide the Services. 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 additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your home we may end the Agreement. The client must ensure that the delivery location is a safe environment and complies in all aspects with any relevant Health and Safety requirements including any equipment that YOU-CAS staff may be required to use.

5.4 If you do not pay us for the Services when you are supposed to as set out in clause **7.1**, we may suspend the Services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice under clause **7.4**). We will contact you to tell you if we intend suspending the Services under these Terms. This does not affect our right to charge you interest under clause **7.3**.

5.5 Your Carer/ Support Worker and other members of our staff are able to perform

Cardiopulmonary Resuscitation only under the direct guidance of the emergency services and provided that the member of staff feels comfortable and confident to do so.

5.6 All Services are subject to availability.

5.7 Mileage is made within your agreement according to location and circumstances.

If there is a problem with the Services;

5.7 In the unlikely event that there is any problem with the Services or with your Carer/ Support Worker: (a) please contact us and tell us as soon as reasonably possible; (b) please give us a reasonable opportunity to remedy any problem.

5.8 If we cannot remedy a problem with your Carer/ Support Worker to your reasonable satisfaction, we will replace the Carer/ Support Worker as soon as reasonably possible after you ask us to do so. However, you will remain responsible for payment for the Services provided by that Carer/ Support Worker before he/she is replaced, and the Services provided by the replacement Carer/ Support Worker (See **5.6**)

5.9 If you are not satisfied with our remedy to your problem with the Services or your Carer/ Support Worker, you can make a complaint through our complaint's procedure. We will give you a copy of our complaints procedure when you sign the Agreement, or you can request a copy from us at any time.

5.10 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 or Trading Standards office. Nothing in these Terms will affect these legal rights.

5.11 Any quotation or estimate of Fees is valid for a maximum period of 5 days from its date, unless we expressly withdraw it at an earlier time.

6 Fees and Payment

6.1 The fees (Fees) for the Services, and any additional delivery or other charges is that set out in our rate card current at the date of the Order or such other price as we may agree in writing, and as notified to you at the start of Services commencing or through any subsequent increase being notified to you, with due notice.

6.2 We reserve the right, from time to time, to increase our Rates. We will give you written notice of any increase at least one month before the proposed date of the increase. If the increase is not acceptable to you, you must notify us in writing within two weeks of the date of our notice. After we receive your notice, we will have the right to terminate the Agreement by giving you two weeks' written notice. If we don't terminate the Agreement under this clause, the previous prices will continue to apply, and the proposed increase will not take effect.

6.3 Our charges for the Services do not include costs that we agree with you for food or soft drinks for the Carer/ Support Worker or any other costs that we agree with you for items that we supply to

you or the costs of the Carer/ Support Worker accompanying you on any excursions (such as public transport, taxis, cinema, theatre, or meals out). This will be your responsibility however, if there are charges incurred to the carer/ support worker, you will have to pay these costs in addition. We will itemise and invoice these agreed costs to you in accordance with clause **7**.

6.4 In the event of your unforeseen and temporary hospitalisation, we may charge you for the Services for the first 48 hours of hospitalisation in the event you do not wish to engage the Carer/ Support Worker to provide the Services whilst you are hospitalised.

6.5 We reserve the right to charge for up to seven days of the Services following termination of the Care Agreement by reason of death.

6.6 No VAT is payable, under current legislation, for the provision of care under the Agreement. However, if VAT legislation changes, we reserve the right to apply VAT to the rates shown in our rate card, with effect from the date on which VAT applies.

6.7 We cannot give you advice on personal finances. Information on assistance with paying for the Services is available from your Local Authority, your local Citizens Advice Bureau or the Money Advice Service.

7 Invoices and Payment

7.1 Except as set out in clause **7.2**, we will invoice you for the care and support Services 4 weekly in arrears unless you choose to set up a weekly Standing Order for services provided within your Agreement. You must pay each invoice, in cleared monies, within 14 calendar days of the date of the invoice. If you do not pay any invoice by Direct Debit, then we will apply a charge of £3 per invoice to cover the additional costs of processing payments by other methods.

7.2 If we will be providing the Services to you for four weeks or less, we will invoice you in advance and that invoice will include a short-term care fee (which we will itemise in the Agreement). You must pay that invoice in cleared monies before we will begin to carry out the Services (you can pay an invoice under this clause **7.1**).

7.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you 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%. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We reserve the right to charge you for our reasonable costs incurred in enforcing payment of any overdue amount (refer to rate card).

7.4 If you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause **7.3** will not apply for the period of the dispute.

7.5 If a standing order has been set up for an agreed amount and the payment bounces you will have a 14-day period from the date of invoice raised but there after charges will apply according to **7.3**.

8 Carers/ Support Workers

8.1 We are required, under our CQC registration and guidelines, to supervise the Carer/ Support Worker during the provision of the Services to you. So that we can do so, you agree that our assessor may visit your home to supervise the Carer/ Support Worker, provided that we give you reasonable notice and that the assessor will only visit your home at a reasonable time.

8.2 We will ensure that a Disclosure and Barring Service enhanced check is carried out on the Carer/ Support Worker before provision of the Services to you begins.

8.3 The Carer/ Support Worker is not permitted to use your telephone or internet connection, except after your permission, or in the event of an emergency. If you ask the Carer/ Support Worker to use your telephone or internet connection, or she has to use them in an emergency, we will not be responsible for any costs incurred.

8.4 The Carer/ Support Worker is not permitted to smoke, take prohibited drugs or drink alcohol while in your home. The Carer/ Support Worker is not permitted to accept any gift with a value greater than £20. The Carer is not permitted to lend money to you, or to borrow money from you.

8.5 You must treat the Carer/ Support Worker with respect and dignity. Any failure to do so may be a breach by you of the Agreement.

8.6 If, during the provision of the Services or for up to 12 weeks after the Services finish, you employ the Carer/ Support Worker (or refer the Carer/ Support Worker to another company which then employs the Carer/ Support Worker), you will pay us an amount equal to 15% of the annual salary that we paid the Carer/ Support Worker, as reasonably calculated by us, as a reasonable reflection and genuine pre-estimate of the loss to us of your direct engagement of the Carer/ Support Worker rather than through us. We will invoice you for that amount and set out how we calculated the amount. This sum is not intended to act as a penalty.

9 Our Liability to you

9.1 If we fail to comply with the terms of the Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our negligence. We are not responsible for any loss or damage that is unforeseeable.

9.2 We will not be liable for any breakages or damage caused by the Carer/ Support Worker in your home unless this loss, clearly caused by our employee, is not recoverable under your household insurance contents policy. This would be investigated and would be under the discretion of the investigator and any evidence given. It is your responsibility to ensure that your household insurance policy will provide you with the cover you expect while the Carer/ Support Worker is in your home providing the Services. You will also be responsible for giving clear and adequate instructions for the use of items of electrical equipment in your home.

9.3 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; or (b) fraud or fraudulent misrepresentation.

10 Your Rights to Cancel the Agreement

10.1 You have the right to cancel the Agreement within 14 days without giving any reason. The cancellation period ends at the end of 14 days after the day on which you sign the Agreement.

10.2 To exercise that right to cancel, you must inform us of your decision to cancel the Agreement by a clear statement, such as a letter sent by post, phone or email.

10.3 If you cancel the Agreement under clause **10.1** and we have already begun carrying out the Services at your request, you will pay us any costs we have reasonably incurred (including any set-up fee and the cost of the Services already provided), and these costs will be deducted from any refund that is due to you or, if no refund is due to you, the costs will be invoiced to you. We will tell you what these costs are when you contact us.

10.4 If we begin to provide the Services during the cancellation period at your request and complete the Services before the end of the expiry period, your right to cancel set out in clause **10.1** will be lost.

10.5 After the cancellation period in clause **10.1** has expired, you may cancel the Agreement at any time by providing us with at least 14 days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you. We will invoice you for any Services that we have carried out but you have not paid for (including during the 14-day notice period) in accordance with clause **7**.

10.6 You may cancel the Agreement with immediate effect by giving us written notice if: (a) we breach the Agreement in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing; (b) we go into liquidation or a receiver or an administrator is appointed over our assets; (c) we change these Terms under clause **3.1** to your material disadvantage; (d) we are affected by an Event Outside Our Control.

11 Our Rights to Cancel the Agreement and Applicable Refund

11.1 We may have to cancel the Agreement before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel without whom we cannot provide the Services. We will promptly contact you if this happens. If you have made any payment in advance for Services that have not been carried out, we will refund these amounts to you.

11.2 Once we have begun to provide the Services to you, we may cancel the Agreement at any time by providing you with at least 24 hours' notice under the following circumstances:

- a. The client refuses to accept the services to be provided as detailed in the Care Plan
- b. Following a risk assessment being undertaken on the premises, we determine that it is not possible to provide care and support safely to the client in the intended premises
- c. We determine that it is not able to provide the level of services required by the client within their own home and this concern is brought to the attention of the Client
- d. If an invoice remains unpaid for a period of 10 days or more.

e. An employee experiences discrimination of any form by the Client

If you have made any payment in advance for Services that have not been carried out, we will refund these amounts to you.

11.3 We may cancel the Agreement at any time with immediate effect by giving you written notice if: (a) we perceive a significant risk of harm to the Carer/ Support Worker; or (b) you breach the 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.

11.4 Without prejudice to our other rights and remedies under the Agreement, we are entitled to suspend the Services or terminate the Agreement on seven days' written notice to you if any invoice we have sent to you remains unpaid.

11.5 We have a zero tolerance to any abusive or aggressive behaviour which will not be tolerated under any circumstances, including intoxication from alcohol or drugs. YOU-CAS reserves the right to terminate or cancel any service in any of these circumstances see **11.3**.

11.6 Our staff have the right to refuse to support a client if they are under the influence of drugs or alcohol or feel that they are unsafe to work with. The member of staff will report to the office as soon as possible and further action within this agreement will be considered.

12 Events Outside our Control

12.1 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.

12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Agreement: (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations under the Agreements will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of the Services, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over. You may cancel the Agreement if an Event Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 10. We may cancel the Agreement by giving you notice in writing if the Event Outside Our Control continues for longer than two weeks.

13 Information about us and how to contact us

We are YOU-CAS Ltd a company registered in England and Wales under number 8071841 whose registered office is at 67A, Wimborne Rd, Bournemouth, Dorset, BH3 7AN with email address manager@you-cas.com; telephone number (01202 247270).

14 Confidentiality and How We Use Your Personal Information

14.1 Information that we may hold about your health and physical or mental wellbeing is "sensitive personal data" for the purposes of the Data Protection Act 1998 and the GDPR. By signing the Agreement, you explicitly consent to us processing that sensitive personal data.

14.2 We will use the personal information you provide to us only: (a) to provide the Services; (b) to process your payment for such Services; and (c) as required under any legislation or code of practice that we are bound by in relation to the provision of the Services.

14.3 We will not give your personal data to any third party without your prior consent. However, in the event that you are not able to give consent, you agree that we are permitted to disclose your personal data to any medical professional who needs to know it for the purposes of providing you with medical care.

14.4 We are under a duty of confidentiality to Carers/ Support Workers, and we can only disclose to you information about a Carer/ Support Worker (such as their professional references) with the Carer's/ Support Worker's consent. Any information about a Carer/ Support Worker that we disclose to you is confidential and you must not disclose it to anyone else.

14.5 In performing the Services we will comply with all applicable requirements of the Data Protection Legislation. (refer to Fair Processing Notice – External)

14.6 We may transfer your personal data outside the EEA provided that we are satisfied that: (a) there are appropriate safeguards in relation to the transfer; (b) you have enforceable rights and effective legal remedies; (c) there is an adequate level of protection to your personal data that is transferred; and (d) we can comply with your reasonable instructions with respect to the processing of your personal data.

14.7 You have the following rights in respect of your personal data held by us: (a) to access your personal data; (b) to be provided with information about how your personal data is processed; (c) to have your personal data corrected where necessary (please contact us promptly should you become aware of any incorrect or out-of-date information); (d) to have your personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the ICO for details); (e) to object to or restrict how your personal data is processed; (f) to have your personal data transferred to yourself or to another business.

14.8 You have the right to take any complaints about how we process your personal data to the Information Commissioner: Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF <https://ico.org.uk/concerns/> 0303 123 1113

14.9 For more details, please address any questions, comments and requests regarding our data processing practices to the contact details set out in clause **13** and we shall pass this on to our Privacy Officer.

14.10 We will hold your personal data on our systems for as long as: (a) any contracts you make with us are live; (b) is necessary to comply with our legitimate business interests; or (c) is necessary to comply with our legal obligations.

14.11 We will only collect personal data to the extent that it is required for the specific purpose made clear to you at the time. We will only process personal data in accordance with relevant data protection legislation.

14.12 If you contact us, we will keep a record of that contact including your contact details and any

relevant account information.

14.13 Subject to clause **14.2** we will never sell your personal data or make it available to any third parties without your prior consent (which you are free to withhold) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose your personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests).

14.14 We have implemented generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.

15 Other Important terms

15.1 We may transfer our rights and obligations under the Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Agreement.

15.2 You may only transfer your rights or your obligations under the Agreement to another person if we agree in writing.

15.3 The Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these Terms operates 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 If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.6 The Agreement is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.