

Client Services Contract



Client & Contact Details

Client No.

Date

Client Surname	Name	Middle Initial
<input type="text"/>	<input type="text"/>	<input type="text"/>
Address		
House Number/Name	Street	
<input type="text"/>	<input type="text"/>	
Town/City	County	
<input type="text"/>	<input type="text"/>	
Postcode	Telephone number	
<input type="text"/>	<input type="text"/>	
Alternative telephone number	Email	
<input type="text"/>	<input type="text"/>	

Contact (if different than Client)		
Surname	Name	Middle Initial
<input type="text"/>	<input type="text"/>	<input type="text"/>
Relationship to Client		
<input type="text"/>		
Address		
House Number/Name	Street	
<input type="text"/>	<input type="text"/>	
Town/City	County	
<input type="text"/>	<input type="text"/>	
Postcode	Telephone number	
<input type="text"/>	<input type="text"/>	
Alternative telephone number	Email	
<input type="text"/>	<input type="text"/>	

Do you have power of attorney for the Client? (please tick) Yes No

Are you the Client's legally appointed guardian? (please tick) Yes No

Initial Schedule of Services & Rates

This initial Schedule of Services and Rates is part of the Client Services Contract, which may be amended from time to time, and such amendment(s) shall be incorporated in full into the Contract.

Client name	Beginning date of services
<input type="text"/>	<input type="text"/>

Visiting Angels will provide the following services on the days and times stated below:

Day	Hours	Total hours	Service type
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
HOURS TOTAL WEEKLY			

Rates

You agree to pay the rates for Services as follows, and which may be amended from time to time in accordance with the Terms:

Hourly Weekday	<input type="text"/>	Hourly Weekend	<input type="text"/>	Live-In	<input type="text"/>
Minimum Charge: A minimum charge of 1 hour per visit will be charged. *Pls note supplements for some holidays					

Change of Rates: As stated in the Terms, our charges may be changed or amended from time to time by Us giving you at least fourteen (14) calendar days prior written notice of the change. Upon any increase in our charges, you shall have the right to cancel the Contract in accordance with clause 12.

Introduction Fee: In accordance with clause 7.1 of the Terms, if you employ or engage a caregiver directly or introduce a caregiver to a third party which results in their employment or engagement, We reserve the right to charge you a reasonable fee to cover Our costs in recruiting and training an alternative caregiver which shall be a minimum of £3,000.

Client or Legal Representative Signature	Date
<input type="text"/>	<input type="text"/>
Signature for and on behalf of Dynamo One Ltd T/A Visiting Angels doing business as VISITING ANGELS	Date
<input type="text"/>	<input type="text"/>

Financially Responsible Party

Date

Surname	Name	Middle Initial
<input type="text"/>	<input type="text"/>	<input type="text"/>
Address		
House Number/Name	Street	
<input type="text"/>	<input type="text"/>	
Town/City	County	
<input type="text"/>	<input type="text"/>	
Postcode	Telephone number	
<input type="text"/>	<input type="text"/>	
Alternative telephone number	Email	
<input type="text"/>	<input type="text"/>	

By signing below, I, the above identified Financially Responsible Party, agree to be responsible as a surety to pay for any and all charges for Services Dynamo One Ltd T/A Visiting Angels provides to the Client pursuant to this Client Services Contract and the attached Initial Schedule of Services and Rates, as both may be amended from time to time.

Signature of Responsible Party	<input type="text"/>	Date	<input type="text"/>
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Terms & Conditions

We are not in the business of providing home health services, which means Our caregivers do not practice medicine or nursing, and they will not make recommendations concerning diagnosis, prognosis, treatment, medication, dosage, prescriptions or other medical or health related services.

We are not an emergency care service. In emergencies, the caregiver will call 999 and then will contact Us. We will then notify the designated contact stated in the attached form or, in the absence of a contact, your next of kin.

1. DEFINITIONS
- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
 - "Contract" the contract between Us and you for the supply of Services in accordance with the Terms and incorporating the Schedules and all other documents attached to the Terms.
 - "Event Outside Our Control" means any act or event beyond Our reasonable control.
 - "Services" the home care services that We have agreed to provide to you as set out in attached Initial Schedule of Services.
 - "Statutory Regulator" where the Service you require is subject to regulation, we are required to be registered with Care Quality Commission, Citygate, Gallowgate, Newcastle Upon Tyne NE1 4PA.
 - "Terms" the terms and conditions set out in this document; and
 - "We/Our/Us" Dynamo One Ltd T/A Visiting Angels (company number 11880643) whose registered office is at First Floor, Rear of 60, Bridge Road East, Welwyn Garden City, Herts AL7 1JU.
 - "You/the Client" the person to whom the Service is being provided by Us.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule.
2. OUR CONTRACT WITH YOU
- 2.1 These are the terms and conditions on which We supply Services to you.

22 Please ensure that you read these Terms carefully, and check that the details in the attached forms, the Schedules
and in these Terms are complete and accurate, before you sign these Terms. If you think that there is a mistake or
require any changes, please contact Us to discuss.

23 When you sign and submit the Terms to Us, this does not mean We have accepted your order for Services. These
Terms will become binding on you and Us when We issue you with a copy of the Terms signed by Us, at which point
a contract will come into existence between you and Us.

24 If We are unable to supply you with the Services, We will inform you of this in writing.

25 If any of these Terms conflict with any term of the attached forms, the attached forms will take priority.

3. CHANGES TO ORDER OR TERMS

31 We may revise these Terms from time to time if We are required to do so by the Statutory Regulator or by changes
in relevant laws and regulatory requirements.

32 If We have to revise these Terms under clause 3.1, 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 contract in accordance with
clause 11.7.

33 You may make a change to the Services or the information in the attached forms at any time before the start date
for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify
you of the amended price in writing. You can choose to cancel the Order in accordance with clause 11.6 in these
circumstances.

4. PROVIDING SERVICES

4.1 We will provide the Services set out in the attached Initial Schedule of Service form. We will provide the agreed
Services to you on a rolling weekly basis from the date set out in the attached Initial Schedule of Service form, unless
and until the Contract is terminated in accordance with clause 11.

4.2 To make a change to the Services, You must notify Us at least 20 calendar days prior to the week that You wish the
new Services to begin. Any notice for change in Service must be communicated by telephone to the Us on 01707
585888. Notice given to a caregiver assigned to You is not considered notice to Us.

4.3 Where a change in Services is requested, this may result in an increase in Our charges. We shall notify You at least 14
calendar days prior to the week that You wish the new Services to begin of any increase in the price for the Services.
You shall have the right to cancel the Contract in accordance with clause 11.7.

4.4 In the event that We agree to the proposed change to the Services, We shall document the Services by providing
you with a new Schedule of Service form and the new Schedule of Service form shall become a part of the Contract.

4.5 We will need certain information from you that is necessary for Us to provide the Services. 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 make an additional charge of a reasonable sum to cover any extra work that is required, or 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 4.5, you do
not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any
invoices We have already sent you.

4.6 If you do not pay Us for the Services when you are supposed to as set out in clause 7, We may suspend the Services
with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does
not affect Our right to charge you interest under clause 6.11.

4.7 In order to comply with the requirements of the Statutory Regulator or to monitor the quality of the Services, it may
be necessary, from time to time, for a member of Our staff to observe, supervise, or work with the caregiver in your
home. We will give you as much notice as possible if any person other than the caregiver is to attend your home
and you will use your best endeavours to co-operate with us in respect of this clause 4.7.

4.8 You may be asked to participate in user satisfaction surveys, or to be interviewed in person at the request of the
Statutory Regulator.

5. IF THERE IS A PROBLEM WITH THE SERVICES

5.1 We warrant that the Services will be performed with reasonable care and skill to meet your individual needs as set
out in the attached Initial Schedule of Service form and to provide suitably trained, sufficiently skilled, experienced
and competent caregivers to provide the Service.

5.2 We will endeavour that the Service is provided at the times that have been agreed with you wherever this is
reasonably possible. However, Our caregivers may be required to provide the Services at different times to those
that have been agreed due to transportation issues, if they are required to respond to an emergency situation
regarding another client or other similar matters that may arise from time to time. Where it is necessary for a
caregiver to provide the Services at a different time to what has been agreed, We will give you as much notice as
possible.

5.3 In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any defect; and
- (c) We will use every effort to fix the defect as soon as reasonably practicable.

You will not have to pay for Us to fix a defect with the Services under this clause 5.3.

6. PRICE AND PAYMENT

6.1 We charge for Our Services on a time-spent basis. We shall charge you at the hourly rates set out in the attached
Initial Schedule of Service form for the number of hours that we have agreed to provide the Services each week as
set out in the attached Initial Schedule of Service form. We charge for any period of time that is less than an hour
on a pro rate basis.

- 6.2 A minimum charge of 1 hour per visit will be charged.
- 6.3 The hourly rates stated in the attached Initial Schedule of Service form may be changed or amended from time to time by Us giving you at least fourteen (14) calendar days prior written notice of the change. Upon any increase in our charges, you shall have the right to cancel the Contract in accordance with clause 11.7.
- 6.4 You shall be primarily responsible for payment for Our Services. If someone else is to be responsible for paying for Our Services, whether under a power of attorney or otherwise, they must have completed, signed and returned to us the attached Financially Responsible Party form.
- 6.5 We will require you to pay a deposit equal to the cost of two (2) weeks Services. An additional deposit amount may be required if you later request a change in the Services in accordance with clause 4.2. This money will be held by Us and applied to any outstanding balance on the final invoice after the Services have been terminated in accordance with clause 11. Any balance remaining after all outstanding invoices have been paid in full will be refunded to you.
- 6.6 We accept cheques, credit card, debit card and online bank transfers of immediately cleared funds. When you pay for Our Services with your credit/debit card, your card details are stored on a secure online payments system. By providing us with your card details and allowing us to store them, you grant us a continuous payment authority to enable us to debit the card when necessary. If you do not wish for us to be able to use your card details in this way, please inform us by either email or post.
- 6.7 Invoices will be sent to you weekly. You shall pay the amount on each invoice upon receipt if you have elected to pay invoices by cheque or online bank transfer. If you elect to pay by credit card or debit card, you agree and authorise Us to charge the amount on each invoice to the respective credit card or bank account on the date of each invoice.
- 6.8 You shall reimburse Us for any fee charged by a bank, financial institution or credit card due to insufficiency of funds or credit availability. You shall further reimburse Us for any fee charged by a bank, financial institution or credit card company if you stop payment order(s) in violation of the payment terms of this Contract. In the event We are required to take action to collect any amounts due under this Contract, you shall pay Our reasonable legal fees and costs incurred in collecting those amounts.
- 6.9 A one (1) hour minimum charge at the applicable rate will be charged if a cancellation is received less than 24 hours prior to the time scheduled for the caregiver to arrive at your home. Any cancellation in Service must be communicated by telephone to Our office at 01707 585888. A one (1) hour minimum also will be charged if you refuse Service or are not at your home when the caregiver arrives to provide the Service. This charge will be applied to each and every separate incident of late cancellation notice and refusal of scheduled Services regardless of the reason, excluding unplanned hospitalisation or your death.
- 6.10 If You are eligible for benefits from any third party, such as insurance, you shall pay Us as stated in this Terms and then seek reimbursement from the third party. We will not submit claims to third parties on your behalf. However, upon request, We are happy to provide copies of time sheets and daily logs to you to assist you in your submission of claims to a third party. You acknowledge that We have not given any assurance that any third party will pay for the Services that We are to provide to you.
- 6.11 Any unpaid balance not paid within ten (10) calendar days after the invoice date We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank Plc from time to time. This interest shall 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.

7. PERMANENT ENGAGEMENT OF OUR STAFF

- 7.1 Subject to clause 7.3, if within the "Relevant Period" set out in clause 7.2 you decide to directly engage any caregiver supplied by Us, or if you introduce any caregiver supplied by Us to another employer or organisation similar to Ours which results in the engagement of that caregiver by the third party, you shall be liable to pay to Us the introduction fee set out in the attached Initial Schedule of Service form.
- 7.2 The Relevant Period is whichever of the following periods ends later (a) the period of 8 weeks commencing on the day after the last day on which the caregiver provided the Services to you; or (b) the period of 14 weeks commencing on the first day on which the caregiver first provided the Services to you or 14 weeks from the first day of the most recent time that the caregiver provided the Services to you where there has been a break of more than 6 weeks (42 days) since the first time that the caregiver provided the Services to you.
- 7.3 The introduction fee will not be payable if you give Us two week's written notice that you intend to continue to have the caregiver supplied on the same terms for an extended period of six months, after which the caregiver can transfer to you or another third party without any fee being paid.

8. YOUR OBLIGATIONS

- 8.1 You shall be responsible for ensuring that you provide a safe working environment and appropriate equipment to allow Our caregivers to provide the Services at your home. This includes:
- (a) ensuring that your home is generally clean and safe, free of risks and hazards;
 - (b) ensuring that Our caregiver has safe access to and from your home;
 - (c) providing any products or equipment that may be required is part of your care and support needs; and
 - (d) tell Us immediately if any illnesses or diseases in your home or affecting anyone within your home.

9. OUR LIABILITY TO YOU

- 9.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

9.2 We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

9.3 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.4 We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors or Our liability for fraud or fraudulent misrepresentation.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

10.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these Terms 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 Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

10.3 You may cancel the contract 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 11. We will only cancel the contract if the Event Outside Our Control continues for longer than 6 weeks in accordance with Our cancellation rights in clause 12.

11. YOUR RIGHTS TO CANCEL

11.1 You have the right to cancel the Contract with 14 days of the date of the Contract without giving a reason. To exercise the right to cancel, you must inform Us either by writing to us at Visiting Angels, First Floor, Rear of 60, Bridge Road East, Welwyn Garden City, Herts AL7 1JU, calling Us on 01707 585888 or emailing Us at southherts@visiting-angels.co.uk of the decision to cancel this Contract by a clear statement setting out the decision (preferably via a letter sent by post or email). You do not need to give Us written notice of cancellation, however, you may wish to use the model Cancellation Form set out in Schedule 1 (but it is not obligatory). In any event you must be able to show clear evidence of when the cancellation was made, so it might be better for you to use the model Cancellation Form.

11.2 We shall not begin the supply of the Services before the end of a cancellation period provided for under clause 11.1. Unless you expressly confirmed in writing to Us that you wish us to start work for you within the cancellation period, We will not be able to start performing the Services for 14 days from the date of the Contract.

11.3 You may request that We start the Services within the cancellation period by signing and sending to Us the Commencement of Services form set out in Schedule 2.

11.4 If you request that We start the Services within the cancellation period, you acknowledge that if you subsequently cancel the Contract during the 14-day cancellation period, you shall pay for all Services provided up until the time when We were informed of your decision to cancel the Contract on a pro-rata basis.

11.5 If the Service is performed fully within the cancellation period, you acknowledge that you shall lose the right to cancel the Contract and shall be required to pay for the Services in full.

11.6 Before We begin to provide the Services, you have the right to cancel the Contract at any time before the start date for the Services.

11.7 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 10 calendar days' notice in writing.

11.8 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

(a) We break this contract in any material way and We do not correct or fix the situation within 5 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; or

(d) We are affected by an Event Outside Our Control.

12. OUR RIGHTS TO CANCEL

12.1 We may have to cancel the Contract before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

12.2 If We have to cancel an Order under clause 12.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

12.3 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 10 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

12.4 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

(a) you do not pay Us when you are supposed to as set out in clause 7. This does not affect Our right to charge you interest under clause 6.11;

(b) we reasonably consider that the health and safety of any of Our employees is at risk; or

(c) you break the contract in any other material way and you do not correct or fix the situation within 5 days of Us asking you to in writing.

13. INFORMATION ABOUT US AND HOW TO CONTACT US

13.1 We are a company registered in England and Wales. Our company registration number is 11880643 and Our registered office is at First Floor, Rear of 60, Bridge Road East, Welwyn Garden City, Herts AL7 1JU.

13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01707 585888 or by e-mailing Us at southherts@visiting-angels.co.uk.

13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Dynamo One Ltd T/A Visiting Angels at southherts@visiting-angels.co.uk or First Floor, Rear of 60, Bridge Road East, Welwyn Garden City, AL7 1JU

We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

14. TRANSPORTATION AND INSURANCE

No caregiver shall operate a vehicle for you without prior written authorisation from Us, which We shall only consider after we have received evidence that the caregiver is insured to drive your car from you. You shall be primarily responsible for any and all claims, including negligence, related to or arising out of one of Our caregiver’s operation of a vehicle as part of the Services. If a caregiver transports you in your vehicle, you agree to assume all risk and release Us and/or the caregiver from all liability should injury or property damage occur.

15. SECURING PROPERTY

You shall secure all cash and valuables in a secure place (such as a safe) or remove them from your premises. You shall file a police report in the event that any cash or valuable is found to be missing from your premises. In addition, you shall maintain insurance coverage for the theft or loss of cash or valuables.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

16.2 We may disclose confidential information (including sensitive personal data) about you to Our caregiver for the purposes of allowing them to provide the Services or to any other person if we believe such disclosure is in your best interest, or where such disclosure is required by law.

16.3 Details of your name, address and payment record may be submitted to a credit reference agency. If another person or organisation is paying your fees, and / or has agreed to guarantee your obligations under this Agreement, details of their name, address and payment record may also be submitted to a credit reference agency.

17. OTHER IMPORTANT TERMS

17.1 We may transfer Our rights and obligations under these Terms 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 these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

17.3 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.

17.4 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

Where these Terms are signed on your behalf, the person who signs the Terms:

- a. *agrees to irrevocably guarantee (by way of primary obligation) that you will perform all the terms set out in these terms (in the case of a relative or other third party); or*
- b. *commits you to performing all the terms set out in these terms (in the case of a deputy or attorney).*

Agreed & Accepted

Signature of Client or Legal Representative

Date

Note: If you sign this Client Services Contract on behalf of the Client, a copy of the Power of Attorney or court order appointing you as the Client’s legal guardian must be attached to this Contract.

Signature for and on behalf of Dynamo One Ltd T/A Visiting Angels
doing business as VISITING ANGELS

Date

Schedule 1 - Model Cancellation Form

To: Visiting Angels
First Floor
Rear of 60
Bridge Road East
Welwyn Garden City
AL7 1JU

Telephone number: 01707 585888

Email: southherts@visiting-angels.co.uk

I hereby give notice that I wish to cancel my contract for the supply of the home care service.

Client name

Address

Client signature

Date

Schedule 2 - Commencement of Services Form

To: Visiting Angels
First Floor
Rear of 60
Bridge Road East
Welwyn Garden City
AL7 1JU

Telephone number: 01707 585888

Email: southherts@visiting-angels.co.uk

I have received notice of my rights under the Consumer Contracts (Information, Cancellation and Additional Charges Regulations 2013).

Notwithstanding those rights I wish you to proceed with the provisions of the Services to me within the cancellation period.

I understand and acknowledge that if I subsequently cancel during the 14-day cancellation period, I am required to pay for the work you have done on a pro-rata basis.

Client signature

Print name

Date