



# Explorahaven

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## TERMS & CONDITIONS OF BUSINESS

### DEFINITIONS

The terms and conditions set out below constitute an agreement (“Agreement”) between Explora Haven Training and Support Services Limited (Registered no. 08706800) trading as Explora Haven including the Care Limited (together “The Company”) and the employing customer (“The Purchaser”) and/or the recipient of care services (“The Customer”). The Company is acting as an employment business as defined in the Employment Agencies Act 1973 when dealing with temporary workers.

The Terms and Conditions of Business set out below have been made available to the Purchaser. Acceptance by the Purchaser of the provision of care services via the Company will constitute acceptance of these Terms and Conditions of Business (to include any revised versions) a contractual agreement between the Company and the Purchaser and/or Customer and these Terms will be binding whether or not signed by the Purchaser. Copies of these Terms and Conditions of Business (and any revised versions) are available upon request from our Head Office, based in London.

The Company introduces such Carers (as defined below) to the Purchaser and/or Customer and assumes responsibility for the collection and payment of the Carers fees. In accordance with Section 134 of the Income and Corporation Taxes Act 1988, and related legislation, the Company is required to deduct where applicable all statutory contributions in respect of National Insurance and Income Tax. No statement, unless stated to the contrary, contained in any brochure, document or letter issued by the Company will form any part of these Terms and Conditions of Business.

### CHARGES

The Company’s charges (the “Standard Rate”) for the provision of care services by its employees (the “Carers”) and these will be notified to the Purchaser and/or Customer before the commencement of such services and will be confirmed by the supply of a letter signed by an authorized representative of the Company. Any special charges or terms agreed with the Purchaser will be confirmed, in writing, by an authorised representative of the Company and in the absence of such written confirmation; it will be assumed that no special charges or terms exist.





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Any subsequent amendments to the Company's scale of Standard Rates will be notified, in writing, to the Purchaser and/or Customer. The Company's Standard Rates are normally reviewed once yearly, but the Company reserves the right, at its absolute discretion, to review its charges at other intervals.

The Company will give a minimum of two weeks advance notice of its intention to review its scale of Standard Rate and such notice will be conveyed, in writing, to the Purchaser and/or Customer.

All Bank Holidays are charged at double the standard rate quoted (the "Double Time") by the Company. We guarantee cover for existing care services over Christmas and New Year. Christmas and New Year bookings must be confirmed either in writing or verbally by the week immediately preceding 30th November at the latest. We will contact you two weeks prior to Christmas to confirm your needs.

The Company reserves the right to charge an enhanced hourly rate when Carers working overnight are continually disturbed ("continually disturbed" meaning disturbance on more than two occasions or for a significant duration during any night). There is a limit on the amount of hours a carer may work daily and the Company clarifies this when it sends out the contract for the provision of services. This is in order for the Company to comply with its obligations pursuant to the Working Time Regulations 2008.

In the event that a Purchaser is engaging the Company for care services and will fund the same, the Company will require a written purchase order prior to the provision of the care service. The Company reserves the right not to provide the service if such a purchase order is not received in advance. Any other expenses or charges, as may be agreed between the Company and the Purchaser and/or Customer shall be clearly itemised by the Company on their invoice(s).

## **PERSONAL FINANCES**

The Company cannot offer or give financial advice to the Purchaser and/or Customer. However, information regarding State Benefits and related financial assistance with the Company's charges is available, upon request, from the Head Office. Such information is based on UK government published data. The Company accepts no liability for the accuracy of such data or in respect of any Purchaser or Customer's reliance on it.





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## **INVOICES**

The method of payment we accept BACs and cheque payments. The company does not accept Direct Debit form of payment.

The Company reserves the right to charge interest at 8% above the applicable base lending rate of TSB Bank plc., on any sums outstanding 28 days after the date of invoice. Interest so charged will be calculated on a daily basis on the total amount outstanding until such time as the amount overdue is paid.

The Company will give the Purchaser and/or Customer or their authorised representative 7 days' notice, in writing, of its intention to charge such interest. The Company also reserves the right, upon written notice of 7 days, to terminate the introduction of carers in the event of continued non payment, or delayed payment, of invoice(s).

After the 28 days credit period is over, chasing letters and any subsequent letters for the payment of the outstanding sums will be sent and the Company reserves the right to charge for any reasonable costs incurred in taking steps to obtain payment.

## **CANCELLATION**

The minimum contract period for the service that the Company provides is two weeks, which will be charged when the service is provided. The Company reserves the right to charge the Purchaser and/or Customer a cancellation fee equivalent to the cost of two weeks service, at the Standard Rate applying from time to time, should the Purchaser and/or Customer give less than two weeks notice of their desire to cancel an assignment for which the provision of Carers has already been agreed with the Company. Hourly charged care services that are cancelled with less than 24 hours notice will be charged in full. If care is cancelled by the Purchaser within 24 hours of an agreed start date, the Company reserves the right to charge a 72 hour cancellation fee.

## **TERMINATION**

The Company reserves the right to charge the Purchaser and/or Customer it's normal Standard Rate charges for a period, of up to, but not exceeding, 2 weeks, if less than 2 weeks notice is given of the Purchaser's and/or Customer's desire to terminate a Live-In assignment (bereavement,





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hospitalisation or transfer to a Nursing or Residential Home included). The Company also reserves the right to terminate the service forthwith without notice if the Company's service contract and direct debit authority is not signed and returned within 7 working days of the commencement of the care service provided. In circumstances where the Company reasonably perceives a significant risk of harm to a Carer, it may give immediate notice terminating the service and this Agreement. The company reserves the right to give notice of one week if the Health and Safety of those involved in the care and support is compromised. To fulfil this notice period the Company may need to insist on additional measures to enable this to occur safely. Similarly if there is an on-going disparity with regard to meeting the expectations of the Purchaser, the Company reserves the right to give not less than one week's notice terminating the service provision.

## **MATERIAL BREACH**

The Company shall be entitled to terminate this agreement by written notice to the Purchaser if the Purchaser commits a breach of this agreement and, in the case of a breach capable for remedy, fails to remedy the breach within 14 days after written notice giving full details of the breach and requiring it to be remedied.

## **CONFIDENTIALITY**

The professional references and other information obtained by the Company in respect of Carers are confidential and can only be divulged to the Purchaser and/or Customer in exceptional circumstances. In the event of such disclosure, any such information provided to the Purchaser and/or Customer is provided in strictest confidence and must not be transmitted, in any form, by the Purchaser and/or Customer to any third party.

The Company accepts that all information it holds regarding a Customer's state of health or personal affairs is held in confidence. No such information will be divulged to any third party without the express consent of the Customer, the Purchaser or their respective legal representatives. Exceptions to this rule include provision of relevant medical or other information, which would form the basis of a normal professional interchange between Carers and a qualified medical practitioner, district nurse or social worker.





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## **LIMITS OF LIABILITY**

The Company accepts no liability for the action of all persons in its direct employment save for where such actions relate to the duties of the Carers resulting from the course of such employment. The Company takes all reasonable steps, in line with industry standards, to investigate and verify the standards of skill, care, integrity and reliability of the Carers introduced by it.

## **FORCE MAJEURE**

No liability shall attach to the Company in respect of any acts of God, riots, civil commotion, usurped power, strikes or labour disturbances or any other circumstances which are beyond the control of the Company at any given time.

## **INDEMNITIES**

The Company has affected a Public and Employers Liability insurance policy to indemnify it against costs incurred in respect of proven acts for which the Company can be held liable in law. The Purchaser and/or Customer undertake to indemnify the Company and the Carers introduced by the Company, for any direct or indirect loss or damage, personal injury or death caused by the negligence of the Purchaser and/or Customer or by their default or breach under the terms of the Agreement.

## **SUPERVISION**

The Company will supervise the Carer during the period of the Carer's assignment so as to ensure satisfaction with the standard of work provided by the Carer. In order for the Company to successfully supervise its Carers the Company asks that the Purchaser and/or Customer allows the Company's assessor staff to attend the location of delivery of Care Services in order to see the Carer(s) whilst they are providing care for the Customer. It is a legal requirement for the Company to demonstrate supervision of Carers.

If the Purchaser and/or Customer, or their authorised representative, is not satisfied with the standard of work performed by the Carer, then such dissatisfaction should be brought to the attention of the Company and if appropriate the Company should be asked to terminate the assignment. The Company should be notified of any such occurrence and, whenever it is reasonable to do so, the Company will endeavour to replace the carer as quickly as possible.





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The Purchaser and/or Customer will, however, be responsible for paying the Company's charges in respect of the hours worked by the Carer prior to any such termination of an assignment. The Purchaser and/or Customer, or their authorised representative, are responsible for verifying and confirming the hours worked by the Carer by signing the daily log at the end of each assignment.

## **CRIMINAL RECORD BUREAU ("CRB")**

Full CRB checks are undertaken on all Carers in accordance with relevant local and national regulations to which the Company is subject.

## **COMPLAINTS**

The Company aims to ensure that all Purchasers and/or Customers are given the highest degree of care and the best possible service. However, a clearly defined complaints procedure exists and full details are set out in a separate document, which is sent to all Purchasers and/or Customers. Further copies of that document are available upon request.

## **ENGAGEMENT OF CARER: FEES**

This paragraph is relevant if a customer chooses to employ a Helping Hands carer directly rather than through the Company itself.

1. The direct engagement or use by the Purchaser and/or Customer of Carers introduced by or through the Company within the Relevant Period (defined below), will result in the Purchaser and/or the Customer incurring the liability to pay to the Company the Introduction Fee as described in paragraph 4 below. The Relevant Period is during the course of the Company's provision of any Carer(s) to the Purchaser or Customer or at any time in the period of 12 weeks after the termination of this Agreement.
2. The engagement or use through an agency or other similar organisation (other than the Company) by the Purchaser and/or Customer of Carer(s) introduced by the Company will result in the Purchaser and/or Customer having the same obligation as detailed in paragraph 1. above.
3. The introduction, by the Purchaser and/or Customer, of a Carer to another employer or agency or similar organisation, resulting in the engagement of such Carers by that third party within the relevant period, will render the Purchaser and/or Customer liable automatically and without prior notice (verbal or written) to payment of the Introduction Fee (defined in paragraph 4 below).





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4. The Introduction Fee will be charged at a rate equal to 15% of the relevant Carer's annual salary as at the date of the event giving rise to the obligation on the Purchaser or Customer to pay the said Introduction Fee.

## **CUSTOMER'S VEHICLES**

Carers may only drive the Customer's vehicle if covered by adequate insurance (this being the Customer's responsibility) and the Customer will be responsible for checking that their Carer has a valid driving licence and that it meets the Customer's own insurance company's policy and criteria. Neither the Company nor the Carers will be liable to pay any insurance excesses payable to the Customer's insurance company in the event of an accident or any other claim made. The Company reserves the right to ask the Customer and/or Purchaser to provide a copy of their valid insurance policy or other proof that the relevant Carer is insured to drive the relevant vehicle. The Company accepts no liability in respect of parking costs and fines or other motoring penalties incurred by the Carer during the course of provision of the care service. Carers are unable to use their own cars during the course of their work.

**CUSTOMER'S TELEPHONES/INTERNET** No Carer should use the Customer's telephones (whether landlines or mobiles or the internet) other than on the Customer's behalf. The Company cannot accept any responsibility for any Customer's telephone bills. We recommend the use of call barring on customer telephones.

## **BREAKAGES AND DAMAGES IN CUSTOMER'S HOMES**

The Company cannot accept any liability for any breakages/damages or other losses caused by Carers in the Customer's home. This should be covered under the Customer's household insurance contents policy. It is the Customers and/or Purchasers responsibility to ensure that the household insurance policy covers the Customer for having a Carer in the Customer's property (whether as live-in care or under hourly-care). It will be the responsibility of the Purchaser/Customer and/or their representative to give clear, proper and adequate instructions for the use of items or electrical equipment in the Customer's homes. The Company will not accept any liability for any damage (whether direct or indirect) done by the Carer to any goods or equipment in the Customer's property.

## **SEPARATE BEDROOM**





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The Company requires that a separate bedroom should be provided for live-in carers and night sleepers. This room is for the carers use only and will be regarded as their personal space. We request that as a minimum a comfortable bed is provided in this room.

## **LIVE IN CARERS TIME OFF**

Each live in carer requires as a minimum 2 hours break in each working day. This time should be taken during daylight hours. This requirement is designed to ensure the Company's obligations under relevant employment law. If agreed at the time of assessment some of these hours may be banked to provide longer periods of time off on fewer days the minimum block should be 2 hours. However the minimum provision must be 14 hours over a 7 day week. Most Customers are happy to remain alone for this period. However, if they are not or if there is a higher level of risk then provision may need to be made via an hourly care provider, day centre, family member or volunteer. The Purchaser or Customer will be required to source this and arrange this additional support and to bear any associated costs. Whilst the Company will provide such assistance as it can, it cannot guarantee that it will be able to provide this additional care provision.

## **FOOD, BEDDING, CLEANING MATERIALS**

It is the responsibility of the Customer to provide ample food and clean bedding must be supplied for live-in carers, as well as adequate cleaning materials and protective clothing to carry out the service properly. With respect to food we recommend a sum of about £40 a week (or equivalent provision) for the cost of the Carer's food. Reasonable consideration must be given to any special dietary requirements and/or preferences of the Carer.

## **EXPECTATIONS OF CARER**

Carers are not allowed to smoke, take drugs or drink alcohol in the Customer's home. We respectfully request that Carers are not offered any of these whilst on duty, whatever the occasion. Carers are not permitted to accept gifts from Customers and/or Purchasers over the value of £10.00. Carers are not allowed to lend money to or borrow money from a Customer and/or Purchaser.

## **EXPECTATIONS OF CUSTOMER AND PURCHASER**





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We expect you to have high expectations from us as a Company and in the care you receive. Equally, our carers will expect to be treated with respect, not to be exploited in any way and to have the support of Helping Hands Office Team when needed. We value our employees and would respectfully request that they are treated as you would expect to be treated yourself. Any harassment or discrimination of any type will be treated very seriously

## **EQUAL OPPORTUNITIES**

The Company operates an equal opportunities policy and makes no discrimination on the basis of age, race, religion, gender, sexual orientation, marital status or disability.

## **VARIATIONS**

These Terms and Conditions of Business constitute all the Terms and Conditions of Business between the Company and the Purchaser and/or Customer. No variation of these Terms and Conditions of Business shall be binding unless such variations are agreed upon by both the Company and the Purchaser and/or Customer in writing and, in the event that such variations have been so agreed in writing, then those variations shall form part of the Agreement between the Company and the Purchaser and/or Customer and these Terms and Conditions of Business, together with any variations agreed, constitute the entire Agreement between the said parties.

