

TLC Palliative Care at Home CIC – Carer Introduction Service

Terms and Conditions for Clients/Care seekers, and Carers/Personal Assistants

“Carers/personal assistants” means individuals working on a self-employed basis, providing social and personal care under the direction of the client, or their representative.

“Care seekers” or “clients” means individuals using the Carer Introduction Service to search for care, engage with carers/personal assistants and enter into a contractual relationship with them.

1. General Terms

1.1 About TLC Palliative Care at Home Carer Introduction Service

The **TLC Palliative Care at Home Carer Introduction Service** provides a mechanism for clients/care seekers and carers/personal assistants to connect and arrange care contracts between one another. These activities are exempt from the requirement to be regulated by the Care Quality Commission, as outlined in their guidance *The Scope of Registration March 2015* and *Personal Care ‘ongoing direction and control of the service’ Guidance for Providers 2012*.

1.2 Introductory agency service

TLC Palliative Care at Home does not directly supply carers to care seekers.

TLC Palliative Care at Home does not employ carers, nor does TLC Palliative Care at Home act as an employment agency or care agency.

In line with CQC regulations for carer-introduction services TLC Palliative Care at Home is not permitted to provide or make changes to care plans, provide rotas or effect control over the delivery of care.

1.3 Limitations of service

The Carer Introduction Service is used at the customer’s and self-employed carers’ own risk. There is no guarantee that carers registered with the service will receive introductions to potential clients, nor that people needing care will be introduced to carers. Where an introduction is made, there is no guarantee that this will lead to a successful care match or employment.

TLC Palliative Care at Home disclaims any liability for controversies, losses, injury, accidents, claims or damages arising out of the use of the Carer Introduction Service, the engagement of carers or the provision of care services by carers.

2. Rules for User conduct and use of service

2.1 Eligibility to use the service: representations and warranties

By registering and using the service you confirm that:

- you accept and will abide by our terms and conditions.
- you are 18 years old or over and have the right to form legally binding contracts under UK law.
- all the information provided by you is correct and accurate, including any stated care requirements or specific needs.

2.2 Carer selection

TLC Palliative Care at Home can help you in the process of introducing carers, however TLC Palliative Care at Home will not select a carer for you and the final choice remains with the person seeking care.

By registering and using the TLC Palliative Care at Home Carer Introduction Service as a person seeking care you agree that it is your responsibility to select an appropriate carer/personal assistant for yourself, your family member, any friend/associate or any other person you are acting for.

2.3 Vetting and background checking of carers

TLC Palliative Care at Home makes reasonable efforts to check the identity and information provided by carers/personal assistants. This includes visual checks of:

- passports to confirm identity.
- utility bills / bank statements to confirm home address.
- stated qualifications and training certificates where available.
- existing DBS checks.
- Proof of carer insurance.

Where carers /personal assistants cannot provide visual confirmation of having a DBS check within the past 2 years, TLC Palliative Care at Home can facilitate DBS checks via an external provider for an additional fee, payable by the carer/personal assistant.

TLC Palliative Care at Home does not conduct full reference checks of a carer/personal assistant's stated employment history or care experience, but does request that two character references, and that their contact details be made available to matched clients.

TLC Palliative Care at Home is not responsible for, nor has it control over the quality, timing, legality, reliability, responsibility, integrity or suitability of the carer/personal assistants listed on the register.

TLC Palliative Care at Home recommends that care seekers carry out their own assessment of a carer/personal assistant's suitability before engaging into a contract with them by:

- Interviewing carers/personal assistants
- Verifying their identity via photographic ID
- Requesting proof of experience, training, qualifications, authorisations and suitability for the position they are applying for
- Proof of carer/Personal Assistant insurance
- DBS checks
- Following up on references provided.

2.4 Insurance cover

Care seekers should ensure that their home insurance covers carers/personal assistants working in their home and should verify whether carers have their own independent insurance cover.

Carers/Personal Assistants should arrange their own insurance cover, to include public liability and their activities working as a self-employed carer/personal assistant.

2.5 Code of conduct

Care seekers should not discriminate against a carer on the basis of skin colour, nationality, disability, gender or any other potential source of discrimination.

In addition, you represent and warrant that you and each member of your household (or household for which you are acting) have never been the subject of a complaint, restraining order or any other legal action involved with being arrested for, charged with, or convicted of any criminal offence involving violence, abuse, neglect, theft or fraud, or any offence that involves endangering the safety of others, dishonesty, negligence or drugs, and are not nor have ever been on the sex offenders register or other similar list.

Carers/personal assistants should not discriminate against a client on the basis of skin colour, nationality, disability, gender or any other potential source of discrimination.

In addition, you represent and warrant that you have never been the subject of a complaint, restraining order or any other legal action involved with being arrested for, charged with, or convicted of any criminal offence involving violence, abuse, neglect, theft or fraud, or any offence that involves endangering the safety of others, dishonesty, negligence or drugs, and are not nor have ever been on the sex offenders register or other similar list.

2.6 Contract compliance

Once a contract for services is agreed between the care seeker and the carer/personal assistant, both parties are bound by the terms of that contract. Both parties must negotiate with each other regarding any deviations from the contract terms, e.g. time off for holiday, illness or personal circumstances. TLC Palliative Care at Home can offer no mediation or intervention regarding perceived non-compliance with the contract.

3. Release of liability for user conduct and disputes

Any agreements are legally binding agreements between the care seeker and the carer/personal assistant. TLC Palliative Care at Home are not party to an agreement and we cannot arbitrate or mediate if there is an alleged breach of contract.

Any issues should be resolved directly between care seeker and carer where at all possible. TLC Palliative Care at Home does not accept any liability for claims, demands or direct or indirect damages arising from disputes between care seekers and carers/personal assistants

4. Payment Terms

4.1 Hourly carer rates

Hourly rates are set by the carer/personal assistant in negotiation with the care seeker and may be subject to change. Typically, these range from £15.00-20.00 per hour, depending upon qualifications, skills and experience of the carer/personal assistant.

4.2 TLC Palliative Care at Home fees

Where a care match is made that leads to the provision of any care service, TLC Palliative Care at Home charges a one-off introduction fee to the care seeker in the form of a commission on care hours agreed. This commission will vary according to how many care hours are agreed with the carer/ personal assistant, but will range between 10-20% on top of the carer/personal assistant's agreed fee. This arrangement will be reviewed after three months , and if the care-seeker and carer/personal assistant are happy to continue the existing arrangement, and the client's condition is stable, TLC may be able to reduce or stop the commission arrangement, having recouped the costs of making the care match.

TLC Palliative Care at Home reserves the right to alter the terms of its fee structure at any time.

4.3 Payment terms.

There are two options for billing/payment:

- 1) Two separate payments to carer/personal assistant and TLC .
Most suitable for cases where only one or two carers/personal assistants are involved, and this is the client's preference.

The carer/personal assistant will agree with the client how often they would like to be paid by the client. This may be weekly or monthly in arrears.

The carer/personal assistant will copy their invoice to TLC Palliative Care at Home, so that TLC will be able to invoice the client separately for the fee/commission agreed. This will be weekly or monthly in arrears, reflecting the arrangement with the carer/personal assistant.

- 2) TLC operates a payments and billing administration function, and the client pays a single fee covering both Carer/personal assistant fees, and TLC's commission. Most suitable in cases where there are several carers/personal assistants involved, or if the client or their representative prefer to only make one payment:

The client or representative would use the rostering function on the Community Care Connect platform, which will generate the invoice on behalf of the carer/personal assistant, payable to TLC. TLC will then make the payments due to the carer/personal assistant and TLC.

4.4 Payment terms

Clients/Care seekers: Details of how you can pay, when we will invoice you, and when you must pay will be agreed with you prior to matching you to a carer/personal assistant.

We ask you to pay each invoice within 15 calendar days after the date of the invoice

We may have to charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England's base rate 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.

What to do if you think an invoice is wrong.

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the query is resolved.

4.5 VAT

Currently, TLC Palliative Care at Home does not charge VAT on the Introduction Service fee or on any service provided by self-employed carers.

5.0 Cancellation of registration with TLC Palliative Care at Home

Clients/care seekers may cancel their registration with TLC Palliative Care at Home at any time.

Carers/personal assistants may cancel their registration with TLC Palliative Care at Home at any time.

6. Limitation of liability

6.1 Responsibility for contract acceptance

People seeking care acknowledge that the decision to enter into a contract for services with a carer/personal assistant is their sole responsibility .

While TLC Palliative Care at Home does its best to ensure that carers/personal assistants are suitable to match to a client, it gives no warranty as to the suitability, experience, history or character of any carer/personal assistant, nor does TLC Palliative Care at Home give any warranty as to the completeness, truthfulness or accuracy of any information or documentation provided by the carer/personal assistant.

6.2 Risks of introduction service

People seeking care agree that they understand the risks involved in participating in an introductory agency service and they hereby waive any rights to claims for damages from TLC Palliative Care at Home in relation to the service.

6.3 Breach of terms and conditions

Clients/care-seekers agree to indemnify and hold TLC Palliative Care at Home harmless from any claim or demand brought against TLC Palliative Care at Home as a result of their breaching these terms and conditions.

6.4 Liability cap

You acknowledge that TLC Palliative Care at Home's total liability to you whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation or otherwise shall not exceed the value of the total commission income derived from you via TLC Palliative Care at Home's Carer Introduction Service.

7. Quality assurance and background checks

By using this service you authorise TLC Palliative Care at Home to carry out certain background checks and audits at a time of their choosing. TLC Palliative Care at Home reserves the right but not the obligation to use a third party to scan your personal information on an ongoing basis against a variety of sources which may include, but are not limited to, sex offender registries, social media, criminal registries and other legally available databases and resources. TLC Palliative Care at Home has no obligation to perform checks and releases all liability associated with results of checks.

8. Feedback and complaints

You will be asked to leave qualitative and quantitative feedback on your experience of TLC Palliative Care at Home's Carer Introduction Service. Complaints should be addressed to The Chair of the Board, TLC Palliative Care at Home CIC, Riverside, The Strand, Lympstone, Devon EX8 5EY .

9. Contractual Obligations

9.1 Clients/Care Seekers

By using the TLC Palliative Care at Home's Carer Introduction Service you agree to use the service for all current work that takes place as a result of an introduction made. You must not create contractual agreements outside this service with carers introduced to you through TLC Palliative Care at Home's Carer Introduction Service, with the deliberate intention of avoiding paying TLC Palliative Care at Home's Carer Introduction Service fees. Any offences can result in but are not limited to the immediate termination of a care seeker's registration.

We also reserve the right to impose a financial penalty of £250.00, to recoup costs of making the care match.

9.2 Carers/Personal Assistants

By using the TLC Palliative Care at Home's Carer Introduction Service you agree to use the service for all current work that takes place as a result of an introduction made. You must not create contractual agreements outside this service with care seekers introduced to you through TLC Palliative Care at Home's Carer Introduction Service, with the deliberate intention of avoiding them paying TLC Palliative Care at Home's Carer Introduction Service fees. Any offences can result in but are not limited to the immediate termination of your carer/personal assistant registration as a provider with TLC Palliative Care at Home.

We also reserve the right to impose a financial penalty of £250.00, to recoup costs of making the care match.

10. Privacy Statement

By using TLC Palliative Care at Home's Carer Introduction Service services you consent that TLC Palliative Care at Home may process the personal data that TLC Palliative Care at Home collects from you in accordance with TLC Palliative Care at Home's Privacy Policy. Please see TLC's website.

10.1 TLC Palliative Care at Home Privacy Policy: Summary

If you have given us information about yourself, for example in order to receive a call-back, or to register with the Carer Introduction Service, that information will remain the secured property of TLC Palliative Care at Home.

We will not share, sell or rent your details to any third-party and your data can only be viewed by authorised staff within TLC Palliative Care at Home. It will not be made public or stored on a third-party website.

10.2 How we use your data

In the short-term, we'll use your data to send-out the information you've requested. We'll keep your details on our database and from time-to-time we may send you marketing material about our service.

10.3 What should I do if I want to be removed from your database?

Please call 07518 907790 and leave a message or email michelle.pryor@tlc-palliative.org.uk and ask to be removed from our database and mailing list. In an email, please ensure that you enclose your full name and contact details.

11. Governing Law

The terms and conditions and any dispute arising out of the site and/or the services shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or in connection with this site and/ or service.

12. Contact Information

If you have any questions about the terms and conditions or the services provided by TLC Palliative Care at Home please contact us at: michelle.pryor@tlc-palliative.org.uk