



Terms and Conditions
of
Business



TERMS AND CONDITIONS OF BUSINESS

The Company: Loga Care
Yew Tree House
The Annexe
Dora's Green
Ewshot
Farnham
Surrey
GU10 5DZ

**Service User's
Name and Address:** [The
"Service User"]

Date of Commencement:

DEFINITIONS

This agreement is made between Loga Care and the employing Service User (The Purchaser and/or the recipient of care services (the Service User)). The company is acting as an employment business as defined in the Employment Agencies Act 1973 when dealing with employed workers.

The terms and Conditions of Business have been made available to the Purchaser either at a meeting, in correspondence or on the internet with any duly authorised representative of the company and any subsequent acceptance by the Purchaser of the provision of Care Services via the Company will deem that the Purchaser has accepted these Terms and Conditions of Business (to include any revised versions) as being the basis of a contractual agreement between the company and the Purchaser and/or Service Users and these Terms will be binding whether or not the contract for services to be provided is signed. Copies of these Terms and Conditions of Business (and any revised versions) are available upon request from our office.

The company employs all Carers as defined below and 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.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to these terms and conditions ("Conditions")

Booking: The confirmation of Contract on satisfaction of the conditions in clause 2.1

Service user: Person, firm or company who purchases services from Loga Care or if that person is separate from the purchaser of the services the individual person receiving the services

Carer: the carer introduced by Loga Care to provide the services to the service user

Commencement Date: the start date for provision of the services by a carer

Contract: all the agreed terms and conditions and provisions agreed by the parties as set out in these Terms and Conditions, the Service User Guide and the Agreed Care Plan



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Services: the services to be provided by Loga Care Ltd under this contract as set out in the Agreed Care Plan

VAT: value added tax and similar additional taxes are currently exempt from Loga Care charges under English law.

1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these Conditions.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to writing or written includes faxes but not e-mail.

2. THE CONTRACT

2.1 The service user's acceptance of a notice of fees for services by Loga Care constitutes an offer by the service user to purchase services specified in it on these Conditions. No offer placed by the service user shall be accepted by Loga Care other than:

- (a) By written acknowledgement issued and executed by Loga Care; or
- (b) (If earlier) by Loga Care starting to provide the services, when a contract for the supply and purchase of those services on these Conditions will be established.

2.2 Loga Care will supply the service user with a Service User's Guide which contains additional information about the services to be provided and is incorporated into the Contract along with these terms and conditions.

2.3 Loga Care agrees to provide services during the period of the booking. Loga Care cannot, however, guarantee that a particular Carer will be able to remain with the service user throughout the entire booking but will use reasonable efforts to ensure continuity of care.

3. ASSESSMENT PERIOD

3.1 The first four weeks of any arrangement shall be regarded as a trial period in order to ensure that the services are fully adequate and satisfactory to all parties concerned. Either party may cancel the arrangement without cause during this period by giving 48 hours written notice to the other party, which will incur a penalty of two weeks payment.

4. EMERGENCY PAGER/ON CALL

4.1 Loga Care provides a 24 hour emergency telephone support and guidance service for the use of our Service Users and carers. Please use this service for emergencies only, and leave other matters for the next convenient moment during office hours.

Monday – Friday 9:00 am – 5:30 pm.

5. INITIAL SET UP AND CANCELLATION

5.1 To cancel a service we require four weeks' notice. This is to enable us to offer alternative employment to our staff. Loga care reserves the right to charge for the carer's remaining assignment time if less than the required notice period is given.

5.2 Loga Care may cancel the Contract without cause with four week's written notice of cancellation to the service user. If Loga Care' carer is subjected to any form of abuse or discrimination or if the carer's health



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and safety is put at risk by unreasonable behaviour, Loga Care reserves the right to immediately cancel the Contract.

5.3 Loga Care will carry out a pre-Booking assessment for every service user in order to assess the service user.

5.4 Loga Care will carry out a risk assessment of the service user home prior to an assignment commencing and recommend necessary changes if these are not completed the assignment may be delayed till Loga Care is satisfied the service user has established a safe working environment.

6. MEDICATION

6.1 Medication is the responsibility of the Service User within his/her home. Loga care will take responsibility for medication where the GP has signed a medication chart of provided an FP10 printout.

7. MEALS

7.1 Live in carers working in your home should have 3 meals provided per day or the facilities and provision for making meals, including 1 hot meal. They also need to have access to drinks. With respect to food Loga Care recommend a minimum sum of £30 per week (or equivalent provision) for the cost of the Carers meals. This may be given to the Carer to purchase their own food as when providing meals Service Users should wherever possible take into account Carers religious or cultural preferences and the need to ensure that Carers receive a balance diet. All snacks and luxury items, for example fizzy drinks will be provided by Carers from their own money.

8. ACCOMODATION

8.1 All carers should have their own room that is comfortably furnished with a bed, desk, bedside table, wardrobe, mirror and where possible their own TV.

8.2 Bedding and towels need to be provided enough for two weeks usage.

8.3 Carers rooms are their private area.

9. BREAKAGE'S, LOSS OR DAMAGE CAUSED BY CARERS

9.1 Loga Care cannot be held directly responsible for any loss or damage caused by one of our members of staff. We strongly suggest you ensure your telephone bill is itemised and you have checked it before a carer leaves your home; we will then be able to collect unpaid calls from their last pay.

9.1 We strongly advise that Accidental Cover is added to your home contents insurance cover and that your insurance company is aware you have carers in your home.

10. FEES

10.1 Loga Care' fees for the provision of service by carers will be notified to the service user before the commencement of the Services and will be confirmed in the form of written quotation.



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10.2 Any subsequent amendments to Loga Care fees will be notified in writing, to the service user. Loga Care fees may be reviewed annually. Loga Care reserves the right, in its absolute discretion if it becomes necessary to do so, to review its charges at more frequent intervals.

10.3 Loga Care will give the service user a minimum of 2 weeks' written notice of its intention to review its fees.

10.4 Loga Care will carry out a pre-Booking assessment for every service user in order to assess the service user's needs. In the event that the pre-Booking assessment necessitates Loga Care representative travelling further than 30 miles from its offices, the Service user will pay a fee of £50.00 to Loga Care.

10.5 Loga Care reserves the right to charge an enhanced hourly rate when Carers are continually disturbed ("continually disturbed" meaning disturbance on more than two occasions during any night). There is a limit on the amount of hours a Carer may work daily and Loga Care clarifies this when it sends out the contract for the provision of services. This is in order for us to comply with the Working Time Regulations 2008.

11. INVOICES

11.1 Loga Care will invoice the service user or Power of Attorney for all its agreed fees and costs. Invoices will be issued four weekly in advance a direct debit is preferred.

11.2 The Service user shall pay in advance and within 7 days of the date of invoice.

11.3 Without prejudice to any other right or remedy that it may have, if the Service user fails to pay Loga Care on the due date, Loga Care may:

- (a) Charge interest on such sum from the due date for payment at the annual rate of 7% above the base lending rate from time to time of Natwest Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and Loga Care may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- (b) Suspend or terminate all Services until payment has been made in full.

11.4 Loga Care may, without prejudice to any other rights it may have, set off any liability of the service user to Loga Care against any liability of Loga Care to the Service user.

12. COMPLAINTS AND SERVICE USER CANCELLATION

12.1 Loga Care are responsible for ensuring carers used to deliver its services to the service user have the necessary skills and knowledge for the services having regard to all the requirements of the service user discussed before the services commenced and detailed in the Agreed Care Plan.

12.2 Throughout the services, Loga Care will monitor the carer to ensure that the Agreed Care Plan is being carried out. In addition, Loga Care will attempt to resolve any issues with the service user through the detailed complaints policy and procedure contained in the Service User Guide.

12.3 If the service user continues to find the services provided to be unsatisfactory, or if incompatibility arises which cannot be resolved using the complaints policy and procedure or despite Loga Care



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reasonable effort to provide a suitable replacement carer, the service user may cancel the contract by giving four week's written notice of cancellation to Loga Care.

13. PERMANENT ENGAGEMENT OF CARE STAFF

13.1 If the service user employs the carer without the support of Loga Care within nine months from the date of the end of the services the service user agrees to pay Loga Care a fee of £3000.

13.2 The introduction by the Purchaser and/or Service User of a Carer to another employer or agency or similar organisation, resulting in the engagement of such Carer by that third party within nine months will render the Purchaser and/or Service User liable automatically and without prior notice (verbal or written) to payment of the introduction fee.

13.3 The service user shall, in addition, pay Loga Care an introduction fee of £2000 in the event that the service user introduces any employee of Loga Care to any like business, agency or organisation similar to Loga Care and that introduction results in the employment of that employee by that like business, agency or organisation.

14. INSURANCE

14.1 Loga Care strongly advises that before the service commences that the service user obtains and maintains at the Service user's expense a household insurance policy which includes public liability cover.

14.2 Loga Care has the following insurances in place:

- (a) Employers Liability Insurance
- (b) Public Liability Insurance
- (c) Professional Indemnity Insurance.

15. LIABILITY

15.1 Due to the nature of the service offered by Loga Care to the service user, no liability by Loga Care will be accepted for any loss, expenses, damage or delay arising from any failure to provide a carer for all or part of the period of the booking.

15.2 This Condition 15 sets out the entire financial liability of Loga Care (including any liability for the acts or omissions of its employees, agents and subcontractors) to the service user in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Service user of the Services; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

15.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

15.4 Nothing in these Conditions limits or excludes the liability of Loga Care:

- (a) for death or personal injury resulting from negligence; or



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(b) for any damage or liability incurred by the Service user as a result of fraud or fraudulent misrepresentation by Loga Care; or

15.5 Subject to condition 15.3 and 15.4 Loga Care total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the services.

16. DATA PROTECTION

16.1 The service user acknowledges and agrees that details of the service user's name address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Loga Care in connection with the Services

17. CARE STAFF BREAKS

17.1 Carers are entitled to a minimum break of two hours every day. This should be at a mutually convenient time for both the service user and carer. Loga Care is aware that in exceptional circumstances it will not be possible for the carer to leave the service user alone. In these circumstances the carer should have the additional time given to them during the week whereby Loga Care may offer to arrange alternative cover through a partner domiciliary agency. This arrangement shall be treated as a subcontract to the agreement between the Service User and Loga Care. Loga Care will be responsible for the management of this cover and will include the cost within their regular invoice. The cover may be cancelled at no charge with 24 hours notice should the service user make alternative arrangements.

17.2 Carers are entitled to a minimum of eight hours sleep per night. If carers are continually disturbed at night Loga Care may require that the service user seek additional night cover failing which Loga Care reserves the right to suspend the service.

18. GIFTS AND LEGACIES

18.1 Service users are requested to adhere to the Policy and Procedure regarding gifts and legacies which is contained within their Service User Guide in order to protect the service user and the carer.

18.2 Carers and their families shall not be involved in the drafting or execution of or be a beneficiary under the service user's wills or any other form of bequest or legacy.

19. SERVICE USER'S TELEPHONES USE OF MOBILE TELEPHONES

19.1 The carer is not entitled to the use of the service user's telephones except in an emergency in order to contact the office of Loga Care. The service user agrees that Loga Care has no responsibility for any charges of any kind incurred in connection with the authorised or unauthorised use of the service user's telephone. Loga Care recommends using a BT barring service on the Service Users telephone.

19.2 The carer is entitled to use their own mobile phone but personal calls, may only be made during on-call period, unless contact with Loga Care is required.



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20. SERVICE USER'S CARS

20.1 If the service user intends that a carer will use the service user's motor vehicle in the performance of the service, the service user shall ensure that, at the service user's expense, the carer is covered by an adequate insurance policy providing the minimum cover required to indemnify the carer and Loga Care for any liability incurred in respect of the use of the motor vehicle.

20.2 The Service user shall provide Loga Care with written evidence on demand confirming that adequate insurance cover has been provided and is currently maintained by the service user. The service user agrees that Loga Care is under no obligation to provide a carer with a full current driver's license.

20.3 Loga Care reserves the right to ask the Service User and/or Purchaser to provide a copy of the valid insurance policy or other proof that the relevant Carers are insured to drive the relevant vehicle.

21. HEALTH AND SAFETY

21. 1 Loga Care operates a minimal lifting policy. We expect any necessary handling equipment to be provided for the carers use. Our carers have been instructed to refuse to lift manually if appropriate equipment is available.

22. TRAVEL EXPENSES

22.1 The cost of return travel from within the UK for carers to attend interviews should be reimbursed directly to carers at the time of the interview.

22.2 Once carers start work their assignment their travel to and from work is their responsibility.

22.3 Any travel by the carer undertaken when with the service user is at the service user's expense.

23. SECURITY

23.1 Carers should be given copies of keys for them to use, whilst working for you. No keys should be left outside the house e.g. under the doormat.

23.2 Fire safety is very important; we ask that you have a smoke alarm fitted with batteries replaced regularly and a suitable fire extinguisher. In kitchens a fire blanket is desirable.

23.3 Electrical safety requires that your house fuse box has an automatic 'trip' or circuit breaker. Should your house electrical installation date back to before the fitting of these safety backups, you are required to provide a removable circuit breaker 'plug' for the use of the carer where they see necessary.

24. HOLIDAY

24.1 Carers are entitled to 26 days holiday per year. During this time Loga Care will provide replacement cover at no extra charge to the service user.

25 CONDUCT

25.1 The Service User and Carer shall treat each other with mutual respect.



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25.2 Abusive and/or rude behaviour towards any Loga Care staff shall not be tolerated under any circumstance by representatives or service users.

25.3 In the event of the service users using aggressive or threatening behaviour towards any Loga Care staff, Loga Care shall be entitled to withdraw the Carer and our services immediately and terminate the agreement forthwith. This will still incur a 48 hour notice period cost.

26. CONTINUOUS IMPROVEMENT

26.1 Loga Care is continuously working to improve performance and may change or amend policies to better their services. All variations to this agreement must be confirmed in writing by Natalie Ranger – Sizeland Director of Loga Care.

26.2 As part of continuous improvement Care Plans are reviewed daily by Carer and amendments are made. At each spot check, review and telephone conversation Loga Care Management will always review and update the care plan accordingly, and ensure the updated Care Plan is in the Service Users home.

26.3 All Loga Care Policies and procedures are available either online at www.logacare.com or from the registered office.

27. GOVERNING LAW AND JURISDICTION

27.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and Wales.

27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

I confirm that I have received and understood and agree to the Terms and Conditions of Business of Loga Care.

Name of service user:

Signed by or on behalf of service users:

.....

Relationship to service users:.....

Date:.....

Signed by Natalie Ranger - Sizeland
for and on behalf of Loga Care

.....

Director

Date:.....

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