

TERMS AND CONDITIONS

Verity Healthcare Limited

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INTRODUCTION

These Terms and Conditions set out the basis upon which Verity Healthcare Limited (“we”, “us”, “our”) provides personal and nursing care services to you (“the Client”). The purpose of this document is to ensure that you fully understand how our services operate, your rights and responsibilities, and the contractual framework governing the provision of care.

By entering into a Care Agreement with us, you agree to be bound by these Terms. If any part of these Terms is unclear, you are encouraged to contact us for clarification before services commence.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

- “Care Agreement” means the contract between you and Verity Healthcare Limited, including these Terms and any agreed amendments.
- “Services” refers to the personal care, nursing care, or support services provided in accordance with your Support Plan.
- “Support Plan” means the written care assessment and agreed care plan outlining your individual needs and preferences.
- “Standard Rate” refers to the agreed daily or hourly charge for services as set out in the Care Agreement.
- “Public Holidays” refers to official public holidays in England, which are charged at twice the Standard Rate.
- “Additional Days” include 2 January, 24 December, 27 December, and 31 December, which are charged at 1.5 times the Standard Rate.

- “Healthcare Assistant / Nurse / Health Professional” refers to any employee or representative of Verity Healthcare Limited delivering care services.
- “Event Outside Our Control” refers to any event beyond our reasonable control, including but not limited to natural disasters, pandemics, or transport disruptions.

1.2 Any reference to “writing” includes communication by email unless otherwise specified.

1.3 Where the person receiving care is different from the person signing the agreement, references to “you” apply to both parties where appropriate.

2. AGREEMENT BETWEEN YOU AND US

2.1 These Terms form part of the legally binding agreement governing the provision of care services.

2.2 The agreement becomes legally binding when:

- You sign the Care Agreement; or
- We commence the delivery of services, whichever occurs first.

2.3 The Care Agreement constitutes the entire agreement between the parties and overrides any prior discussions, marketing materials, or website content.

2.4 In the event of any inconsistency, the Care Agreement shall take precedence over these Terms.

3. CHANGES TO TERMS AND SERVICES

3.1 We reserve the right to amend these Terms where necessary due to changes in legislation, regulation, or operational requirements. You will be provided with at least one month’s written notice of any such changes.

3.2 If you do not agree with the revised Terms, you have the right to terminate the agreement in accordance with Clause 10.

3.3 Where your care needs change, the Services and Support Plan will be reviewed and updated. Any changes will be agreed in writing and will take effect once confirmed by both parties.

4. SERVICE DELIVERY

4.1 Services will commence on the agreed start date and will continue until terminated in accordance with these Terms.

4.2 A minimum service period of three days applies unless otherwise agreed in writing.

4.3 You are responsible for providing accurate and complete information regarding your care needs. Failure to do so may result in delays, suspension of services, or limitation of liability.

4.4 A valid Direct Debit Instruction must be in place before services commence.

4.5 Our staff may perform CPR only where appropriate, under emergency guidance, and where they are trained and confident to do so.

5. SERVICE ISSUES AND COMPLAINTS

5.1 You must notify us promptly of any concerns regarding the Services to allow us the opportunity to investigate and resolve the issue.

5.2 Where concerns cannot be resolved, we will arrange for replacement staff where appropriate.

5.3 All payments remain due for services already delivered.

5.4 You have the right to use our formal complaints procedure, which is available upon request.

5.5 Nothing in these Terms affects your statutory rights under consumer law.

6. CHARGES AND COSTS

6.1 Charges for Services are set out in the Care Agreement and are payable in accordance with the agreed terms.

6.2 Services provided on Public Holidays will be charged at twice the Standard Rate, and Additional Days will be charged at 1.5 times the Standard Rate.

6.3 A Night Disturbance Supplement of £14 per hour will apply where:

- The staff member is disturbed more than twice per night; or
- Disturbance exceeds one hour in total;

- This occurs on three or more occasions within a five-day period.

6.4 You are responsible for providing reasonable living conditions for staff, including food provision (minimum £35 per week) and necessary household supplies.

6.5 Additional costs such as gloves, cleaning materials, and specialist supplies are not included unless specified.

6.6 We reserve the right to adjust prices with at least one month's written notice.

7. BILLING AND PAYMENT

7.1 Services are typically invoiced monthly in arrears, with payment due within 14 days.

7.2 Hourly services are invoiced weekly and must be paid within 7 days.

7.3 Short-term care (four weeks or less) must be paid in advance.

7.4 Accepted payment methods include major debit and credit cards, including VISA, Mastercard, American Express, and Apple Pay.

7.5 Interest will be charged on overdue payments at 7% above the HSBC base rate.

7.6 Any invoice disputes must be raised within 10 days.

8. STAFFING AND CLIENT RESPONSIBILITIES

8.1 All staff are subject to enhanced DBS checks in accordance with safeguarding requirements.

8.2 You must provide appropriate accommodation for live-in staff, including a private bedroom and access to bathroom facilities.

8.3 Staff must be treated with dignity and respect at all times.

8.4 Staff are not permitted to:

- Use your vehicle without prior agreement and insurance
- Consume alcohol, smoke, or use illegal substances
- Accept gifts exceeding £20
- Borrow or lend money

8.5 You must not directly employ our staff within 12 weeks of service provision without paying a fee equivalent to 15% of the staff member's annual salary.

9. LIABILITY

9.1 We are responsible for foreseeable loss or damage caused by our negligence or breach of contract.

9.2 We are not liable for loss or damage that is not reasonably foreseeable.

9.3 Nothing in these Terms excludes liability for death, personal injury, fraud, or any liability that cannot legally be excluded under English law.

10. TERMINATION AND CANCELLATION

10.1 You have a statutory 14-day cooling-off period during which you may cancel the agreement.

10.2 Cancellation must be made in writing.

10.3 After the cooling-off period, 14 days' written notice is required.

10.4 Immediate termination is permitted where there is a material breach, risk to staff, or inability to deliver services.

11. TERMINATION BY US

11.1 We may terminate the agreement with 30 days' written notice.

11.2 Immediate termination may occur where:

- There is non-payment
- There is risk to staff safety
- There is a serious breach of contract

12. EVENTS OUTSIDE OUR CONTROL

12.1 We are not liable for failure to perform obligations due to events outside our reasonable control.

12.2 Services may be suspended during such events.

12.3 Either party may terminate the agreement if the event continues for more than 10 days.

13. DATA PROTECTION AND CONFIDENTIALITY

13.1 We process personal data in accordance with UK GDPR and the Data Protection Act 2018.

13.2 Personal data is used solely for service delivery, billing, legal compliance, and service improvement.

13.3 We will not share your data without consent unless required by law or safeguarding obligations.

14. REFUNDS

14.1 Refunds for advance payments will be processed within 7 working days where services have not been delivered.

14.2 Duplicate payments will be refunded promptly.

14.3 DBS fees are non-refundable once processing has commenced.

15. GENERAL TERMS

15.1 We may transfer our rights and obligations under this agreement with notice.

15.2 You may not transfer your rights without our written consent.

15.3 If any provision is found to be invalid, the remaining provisions remain enforceable.

15.4 This agreement is governed by English law and subject to the jurisdiction of the courts of England and Wales.

CONCLUSION

These Terms and Conditions are designed to ensure clarity, transparency, and compliance with applicable legal and regulatory frameworks. They reflect Verity Healthcare Limited's commitment to delivering safe, high-quality care while protecting the rights of both clients and staff.

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