



GIFTED HANDS
Private Home Care | Support

TERMS & CONDITIONS

Welcome Message

Dear Client,

Welcome to Gifted Hands Home Care. We are pleased to have the opportunity to provide you with high-quality, compassionate, and person-centred care in the comfort of your home.

This Care Agreement outlines the terms and conditions under which our services will be delivered. It includes important information about your rights, responsibilities, the nature of the care provided, payment arrangements, confidentiality, and procedures for resolving any concerns.

We kindly ask you to read this document carefully to ensure that you fully understand the terms of our services. If there is anything you are unsure about or would like us to explain further, please do not hesitate to contact us. We are committed to transparency and to ensuring that you feel confident and well-informed throughout your care journey with us.

By signing this agreement, you confirm that you have read, understood, and accepted the terms and conditions outlined.

Thank you for choosing Gifted Hands Home Care. We are honoured to support you or your loved one with care that is delivered with dignity, respect, and compassion.

Definitions

1. **Care Agreement**
Refers to the written contract between **Gifted Hands Home Care** and the **Customer**, outlining the terms, conditions, responsibilities, and services to be provided.
2. **Carer(s)**
Individuals employed or contracted by Gifted Hands Home Care to deliver care and support services to the Customer as outlined in their Support Plan.
3. **Customer**
The individual receiving care services under this agreement. This may also include a representative, next of kin, or legal guardian acting on their behalf.
4. **GDPR**
The **General Data Protection Regulation (EU) 2016/679**, and the UK Data Protection Act 2018 – laws governing the protection, processing, and storage of personal data to ensure privacy and security.
5. **Guarantor**
A person who agrees to take financial responsibility for the cost of services in the event the Customer is unable to pay.
6. **Hourly Care**
Care services delivered on a scheduled basis and charged by the hour. This includes services such as visiting care and short-term support.
7. **Live-in Care**
Continuous care where a carer resides in the Customer's home, providing 24-hour support as per the agreed Support Plan.
8. **Bank Holiday**
Public holidays recognised in England and Wales. Services delivered on these days may be subject to additional charges as detailed in the Price List.
9. **Price List**
A document issued by Gifted Hands Home Care detailing the current charges for all care services offered. This may be updated periodically.
10. **Services**
The care and support tasks delivered by Gifted Hands Home Care, including but not limited to personal care, companionship, medication support, and household assistance.
11. **Support Plan**
A tailored plan developed with the Customer, outlining their individual care needs, preferences, and agreed level of support.

Our Obligations

12. Terms

The terms and conditions that govern the provision of services under this agreement, including the rights and obligations of both parties.

13. Us, We, Our

Refers to **Gifted Hands Home Care**, the service provider responsible for delivering the agreed services under this agreement.

14. You, Your

Refers to the **Customer**, or their authorised representative, who is entering into this agreement with Gifted Hands Home Care.

Our obligations to you, the Customer, include:

1. Provision of Agreed Services

We will deliver the care and support services as detailed in your Support Plan, tailored to meet your specific needs, preferences, and agreed outcomes.

2. Qualified and Trained Carers

We will ensure that all carers assigned to support you are appropriately trained, competent, and vetted (including enhanced DBS checks), and that they uphold high standards of conduct and care.

3. Consistency and Continuity

We will strive to provide a consistent team of carers to support your care, and inform you promptly of any unavoidable changes to your care arrangements.

4. Respect and Dignity

We will treat you with respect, kindness, and dignity at all times, and will uphold your rights, choices, culture, values, and privacy.

5. Confidentiality and Data Protection

We will protect all personal and medical information about you in accordance with the **General Data Protection Regulation (GDPR)** and our privacy policy. Your information will only be shared where necessary and with your consent, unless legally required.

6. Health and Safety

We will take reasonable steps to ensure that both you and our carers operate in a safe and secure environment. Risk assessments will be regularly reviewed and updated.

7. Monitoring and Review

We will regularly review your Support Plan to ensure it continues to meet your needs. We will consult with you and/or your representative to make any necessary changes.

Client Responsibilities

8. **Complaints and Feedback**

We will listen to your concerns and respond promptly and fairly to any complaints. We view feedback as an opportunity to improve our services.

9. **Safeguarding**

We are committed to safeguarding you from harm, neglect, and abuse. All our staff are trained in safeguarding procedures and are required to report any concerns immediately.

10. **Transparent Communication**

We will communicate with you or your representative in a clear, honest, and timely manner about all aspects of your care, including any changes to services or costs.

At **Gifted Hands Home Care**, we believe that care is most effective when it is a partnership between our team and you, the customer. To help us provide you with the highest standard of care and support, we kindly ask that you uphold the following responsibilities:

1. **Providing Accurate Information**

You agree to provide full, accurate, and up-to-date information regarding your health, medical history, personal preferences, and any changes in your circumstances that may affect the care we provide.

2. **Respectful Environment**

You agree to treat our carers and staff with courtesy and respect, and to maintain a safe and non-threatening environment for them to work in.

3. **Access to the Home**

You agree to allow our carers access to your home at the scheduled times so that we can deliver the agreed services safely and effectively.

4. **Health and Safety**

You agree to take reasonable steps to ensure that your home environment is safe for both yourself and our carers, and to inform us of any hazards or concerns.

5. **Reporting Changes**

You agree to inform us promptly of any changes to your health, medication, routines, or needs, so we can adjust your Support Plan accordingly.

6. **Financial Responsibility**

You agree to pay for the services provided in accordance with the agreed payment terms and the current **Price List**. Where a Guarantor is in place, they may assume this responsibility on your behalf.

7. Cancellation and Absences

You agree to provide reasonable notice if you wish to cancel a scheduled visit. Late cancellations may be subject to charges as outlined in the Terms.

8. Confidentiality and Conduct

You agree not to request or expect carers to perform tasks outside the agreed Support Plan or to share their personal details. You also agree not to engage carers in inappropriate or unsafe conduct.

9. Feedback and Concerns

You agree to communicate any concerns, dissatisfaction, or feedback promptly to our management team so we can address issues effectively and make improvements where needed.

10. Insurance and Security

You agree to ensure that your home is adequately insured and secure. While our carers will take every care, we cannot accept responsibility for damage caused by conditions beyond our control.

At Gifted Hands Home Care, we are dedicated to delivering high-quality, person-centred care that meets your individual needs, preferences, and lifestyle. The services we provide are tailored in accordance with your personalised Support Plan, which will be developed in consultation with you and/or your representative.

Our range of services includes, but is not limited to, the following:

1. Personal Care

- Assistance with bathing, showering, and personal hygiene
- Dressing and grooming
- Continence care and toileting support
- Support with mobility and safe moving & handling

2. Medication Support

- Prompting, administering, or assisting with prescribed medication
- Monitoring and recording of medication intake
- Liaising with pharmacists or GPs where necessary

3. Meal Preparation and Nutrition

- Preparing meals and snacks according to dietary needs and preferences

Services

- Supporting with eating and drinking
- Monitoring nutritional intake when required

4. Companionship and Emotional Support

- Engaging in conversation and social activities
- Providing emotional reassurance and companionship
- Accompanying to appointments, walks, or community events

5. Household and Domestic Assistance

- Light housekeeping (cleaning, laundry, changing bed linen)
- Shopping and running errands
- Helping to manage household tasks and routines

6. Overnight Care

- Waking or sleeping night support to provide reassurance, toileting assistance, or help with repositioning during the night

7. Live-in Care

- 24-hour care where a carer lives with the client and provides continuous support as per the agreed care plan

8. Respite Care

- Temporary care to give family carers a break, delivered on an hourly, daily, or overnight basis

9. Visiting Care

- Scheduled care visits ranging from 30 minutes to several hours per day or week, based on your care needs

All services will be carried out with dignity, respect, and professionalism by trained and DBS-checked carers. The specific services you receive will be agreed upon during your initial assessment and reviewed regularly to ensure they remain appropriate and effective.

At **Gifted Hands Home Care**, we are committed to providing transparent, fair, and competitive pricing for the services we deliver. All charges are based on the level and type of care provided, the duration of visits, and any additional support agreed upon in your **Support Plan**.

Standard Charges

Price

The cost of your care will depend on the specific services you receive, including:

- **Visiting Care** (ranging from 30 minutes to hourly visits)
- **Overnight Care** (waking or sleeping night support)
- **Live-in Care** (24-hour continuous care)
- **Respite Care** (temporary care to relieve a regular caregiver)

A **detailed Price List** outlining our current rates for all care services will be provided separately by the office at the time of your assessment and prior to the commencement of services. This list is reviewed periodically, and we will notify you in advance of any changes.

Mileage Costs

Where travel is required as part of your care (e.g. shopping, errands, accompanying to appointments), mileage will be charged at the rate of **£0.45 per mile**. This will be clearly itemised on your invoice and agreed in advance where possible.

Additional Charges

You will not be charged for equipment unless explicitly agreed beforehand. Any costs related to services outside the core care agreement (such as external appointments or unplanned support) will be discussed and authorised with you or your representative in advance.

Invoices and Payment

- Invoices will be issued regularly, typically on a weekly or monthly basis.
- Payments are due within the timeframe specified on your invoice (usually 7–14 days).
- We accept payments via bank transfer, standing order, or other agreed methods.

If you have any concerns about payment or would like to discuss a payment plan, please contact our office directly. We are here to support you and ensure that your care is accessible and well-managed.

At **Gifted Hands Home Care**, we are committed to protecting your privacy and maintaining the confidentiality of all personal,

Confidentiality

medical, and sensitive information shared with us as part of your care.

We will ensure that:

1. **Confidential Handling of Information**

All information you provide to us—whether verbal, written, or digital—will be treated as strictly confidential and used solely for the purpose of delivering and managing your care in accordance with your **Support Plan**.

2. **Data Protection Compliance**

We comply with the **General Data Protection Regulation (GDPR)** and the **UK Data Protection Act 2018**, ensuring that your data is processed lawfully, fairly, and securely.

3. **Access to Information**

Access to your information is restricted to authorised members of our care team who are directly involved in delivering your services. All staff are bound by a duty of confidentiality and receive training on data protection and privacy.

4. **Sharing Information**

We will not share your information with any third party without your consent, unless:

- It is necessary for your health, safety, or welfare (e.g. in an emergency)
- We are required to do so by law or a regulatory authority
- You have authorised us to communicate with specific individuals, such as family members, healthcare professionals, or your legal representative

5. **Storage and Retention**

Your records will be stored securely in physical and/or electronic format and retained in accordance with legal and regulatory requirements. Once no longer needed, they will be disposed of securely.

6. **Your Rights**

You have the right to:

- Access your personal data and request a copy
- Request corrections to any inaccurate information
- Withdraw consent for data use where applicable
- Request that your information be deleted, subject to legal requirements

If you have any questions or concerns about how your information is handled, please contact our office. We will be happy to explain our confidentiality procedures and respond to any data access requests.

At **Gifted Hands Home Care**, we take our duty of care to our clients very seriously. We aim to provide safe, high-quality, and reliable services at all times. However, it is important to outline the extent of our liability under this agreement.

1. Duty of Care

We accept responsibility for ensuring that the services we provide are delivered with reasonable skill, care, and in accordance with the Support Plan agreed with you. We will make every effort to correct any mistakes or address concerns promptly and professionally.

2. Limit of Liability

While we take all reasonable precautions, our liability to you is limited to losses or damages that are a direct result of our negligence or failure to meet our obligations under this agreement. We are not liable for:

- Any loss or damage caused by inaccurate or incomplete information provided by the customer
- Events or conditions beyond our control (e.g. natural disasters, acts of God, pandemics)
- Accidental damage caused by third parties or by the customer's own actions

3. Personal Belongings and Property

Our carers are instructed to take great care when assisting in your home. However, we cannot be held liable for the loss or damage of personal belongings unless it is proven to be due to negligence or misconduct by our staff. We strongly recommend that you keep valuables safely stored and maintain adequate home insurance.

4. Medication and Medical Support

Where we provide support with medication or assist with medical appointments, we do so in accordance with professional guidance and training. However, we are not liable for adverse effects or complications resulting from medications prescribed by third parties or from medical procedures outside our control.

5. Insurance Coverage

Gifted Hands Home Care maintains appropriate public liability and employer's liability insurance as required by law. Details of this cover can be provided upon request.

6. Third Parties

We are not responsible for the conduct or services of third-party professionals or contractors (e.g. GPs, pharmacists, or tradespeople) unless explicitly arranged and managed through us.

We understand that from time to time, you may need to take a break from care services due to holidays, travel, or an unexpected hospital admission. This section outlines how such circumstances should be managed under this agreement.

1. Holidays (Planned Absence)

If you intend to be away from home and do not require care during this period, we ask that you notify **Gifted Hands Home Care** as early as possible, ideally with a minimum of **7 days' notice**. This allows us to adjust your care schedule and avoid unnecessary charges.

- If sufficient notice is provided, no charges will apply during the absence.
- If less than the required notice is given, a cancellation fee may be charged in accordance with our Terms.

If care is still required at your temporary location (e.g. while staying with family or during a holiday), we may be able to accommodate this depending on the distance and availability. Additional travel or accommodation costs may apply and will be discussed in advance.

2. Hospital Admission (Emergency or Planned)

In the event that you are admitted to hospital—whether planned or emergency—we ask that you or your representative notify us as soon as possible.

- If admission occurs before a scheduled visit, services for that day will be cancelled without charge.
- If admission occurs during or after a visit has begun, the full cost of the visit may still apply.
- Your care will be placed on temporary hold until you are discharged and ready to resume services.

Upon discharge, we will reassess your needs in case any changes to your **Support Plan** are required before care resumes.

3. Service Resumption

Once your holiday ends or you are discharged from hospital, we will work with you to ensure a smooth return to your normal care routine. If there has been a significant change in your condition or care needs, a reassessment will be carried out to ensure your Support Plan remains appropriate.

At **Gifted Hands Home Care**, we respect your right to make decisions about your care, including the option to cancel services if your circumstances or preferences change. This section explains your rights and the process for cancellation.

1. Cooling-Off Period

If you are entering into this Care Agreement for the first time and it was signed **outside our office premises** (e.g. in your home), you have the legal right to **cancel the agreement within 14 calendar days** from the date it was signed. This is known as your “**cooling-off period.**”

- If services have not yet started, there will be **no charge** for cancellation within this period.
- If you requested that services begin during the cooling-off period, you may be charged for the services already delivered up to the point of cancellation.

2. Ongoing Cancellation Rights

You may cancel your care services at any time by giving **14 days’ written notice** to our office.

- Services will continue as scheduled during the notice period unless you request otherwise.
- If fewer than 14 days’ notice is given, you may still be liable for the full cost of scheduled services within that period.

3. Exceptional Circumstances

In exceptional cases such as hospital admission, relocation, or unforeseen health events, we may waive the notice period at our discretion. Please contact our office to discuss your situation.

4. How to Cancel

To cancel your services, please notify us in writing via one of the following methods:

- **Email:** info@giftedhandshomecare.co.uk
- **Post:** Gifted Hands Home Care, 6 Birches Road, Horsham, RH12 4NH
- **Phone (for urgent cancellations):** 01403 458894

We will confirm receipt of your cancellation notice and discuss the final arrangements with you.

5. Termination by Us

Gifted Hands Home Care also reserves the right to cancel this agreement by giving you **14 days' notice**, or immediate termination in cases involving risk to staff safety, non-payment, or breach of agreement.

At **Gifted Hands Home Care**, we are committed to providing reliable and consistent care services. However, there may be rare occasions where circumstances beyond our control affect our ability to deliver services as planned. This section outlines how such situations will be handled.

1. Definition of Events Outside Our Control

These refer to events or circumstances that are unforeseeable or unavoidable and prevent us from fulfilling our responsibilities under this agreement. Examples include but are not limited to:

- Severe weather conditions (e.g. snowstorms, floods)
- Power outages or road closures
- Transport strikes or fuel shortages
- Natural disasters (e.g. earthquakes, fire, or pandemics)
- Public health emergencies or government-imposed restrictions
- Acts of terrorism, civil unrest, or war
- Illness, injury, or emergency involving key staff members

2. Our Responsibilities

- We will take reasonable steps to **minimise disruption** and **resume services** as soon as it is safe and practical to do so.

- Where possible, we will keep you or your representative **informed promptly** of any delays, changes, or cancellations to your care visits.
- If a delay continues beyond a reasonable period, we will work with you to find alternative arrangements or care solutions.

3. Limit of Liability

We cannot be held responsible for any loss, inconvenience, or disruption caused by events outside our control, provided we have taken reasonable steps to communicate and manage the situation.

4. Customer Cooperation

We kindly ask that you or your representative:

- Keep us informed of any local hazards or events that may impact care delivery
- Maintain up-to-date emergency contact details
- Cooperate with any temporary changes or contingency plans we may put in place during such events

At **Gifted Hands Home Care**, we are committed to delivering high-quality, person-centred care and ensuring your satisfaction with the services you receive. However, if you ever feel dissatisfied with any aspect of your care, we want to hear from you. We view complaints as an opportunity to improve our services and resolve any issues promptly and fairly.

1. Making a Complaint

If you wish to make a complaint, you can do so:

- **Verbally** to a carer, supervisor, or directly to the office
- **In writing** via post or email:
 - **Email:** info@giftedhandshomecare.co.uk
 - **Address:** 6 Birches Road, Horsham, RH12 4NH
- **By phone:** 01403 458894

You may also ask a family member, friend, or advocate to make a complaint on your behalf.

2. Acknowledgement

We will acknowledge your complaint **within 2 working days** of receiving it and let you know who will be handling your case.

Complaints Procedure

3. Investigation

We will carry out a thorough and impartial investigation, which may include:

- Speaking with relevant staff members
- Reviewing care records and documentation
- Contacting you for further clarification if needed

This process will be conducted with sensitivity, confidentiality, and without prejudice.

4. Response and Resolution

We aim to provide a full written response within **10 working days** of acknowledging the complaint. If the matter is complex and requires more time, we will inform you of the delay and provide an updated timescale.

Where a complaint is upheld, we will take appropriate action to correct the issue and prevent it from recurring.

5. Further Action

If you are not satisfied with our response, you may escalate your complaint to:

- The **Care Quality Commission (CQC)**
Website: www.cqc.org.uk
Phone: 03000 616161
- Or you may contact the **Local Government and Social Care Ombudsman** (if your care is arranged through the local authority).

6. Confidentiality

All complaints will be treated confidentially and will not affect the standard of care you receive.

Your feedback is important to us. Whether it's a concern or a compliment, it helps us continuously improve and provide the highest standard of care.

At **Gifted Hands Home Care**, we recognise that your needs and circumstances may change over time. To ensure we continue delivering the most appropriate and effective care, it is sometimes

Changes to these Terms & Support Plan

necessary to update the terms of this agreement and/or your individual **Support Plan**.

1. Changes to the Support Plan

Your Support Plan is a personalised document that outlines the type of care and support you receive.

We may make changes to your Support Plan in the following circumstances:

- At your request, or the request of your representative
- Following a review of your care needs
- After a hospital admission, illness, or major change in your condition
- On the recommendation of a healthcare professional

Before any changes are made, we will discuss them with you and/or your representative, and agree on how the updated plan will be implemented.

2. Changes to Terms and Conditions

From time to time, we may need to amend these Terms and Conditions to:

- Reflect changes in laws or regulations (e.g. health and safety or data protection)
- Improve service delivery or reflect updates to our policies
- Adjust our pricing structure or invoicing procedures

When we make changes:

- We will notify you **in writing**, giving at least **14 days' notice** before the changes take effect
- A revised copy of the Terms and Conditions will be provided for your records
- If you do not agree with any proposed change, you may contact us to discuss it or choose to end the agreement within the notice period

3. Your Rights

You have the right to request a review of your Support Plan at any time, and we are happy to arrange a reassessment to ensure your care remains suitable and safe.

If you wish to cancel your care agreement, you may complete this

Model Cancellation Form

form and return it to us. You are not required to use this form, but doing so can help ensure a clear and timely cancellation.

To:

Gifted Hands Home Care

6 Birches Road

Horsham, RH12 4NH

✉ info@giftedhandshomecare.co.uk

☎ 01403 458894

I/We hereby give notice that I/We wish to cancel my/our Care Agreement with Gifted Hands Home Care.

- **Client's Full Name:**

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- **Client's Address:**

.....

-

- **Telephone Number:**

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- **Email Address (if applicable):**

.....

- **Date Agreement Was Signed:**

.....

- **Reason for Cancellation (optional):**

.....

-

- **Date of Notification:**

.....

Signature:

.....

Print Name:

.....

Date:

.....

☒ Please return this form via email or post to the address above.

☒ A member of our team will contact you to confirm receipt and next steps.

At **Gifted Hands Home Care**, we are here to support you every step of the way. Whether you have a question about your care, need to

How to Contact Us

report a concern, request a change, or provide feedback, we welcome your communication and will respond promptly and professionally.

You can contact us using any of the following methods:

1. By Phone

Call us on: **01403 458894**

Our office hours are **Monday to Friday, 9:00 AM – 5:00 PM.**

For urgent matters outside office hours, please leave a voicemail and we will respond as soon as possible.

2. By Email

Send your enquiries to: info@giftedhandshomecare.co.uk

We aim to respond to all emails within **1 working day.**

3. By Post

Gifted Hands Home Care

6 Birches Road

Horsham

West Sussex

RH12 4NH

4. In Person (By Appointment)

If you would like to visit our office or arrange a face-to-face meeting, please call us in advance to schedule an appointment so we can ensure someone is available to assist you.
