



Terms and Conditions of Service

Xalco Ltd is a provider of Personal Care at home. The following document, which should be read in conjunction with our Service User Guide, outlines our Terms and Conditions of Service by which you, the Client, accept the services of Xalco Ltd. You accept that these Terms and Conditions of Service have been made available to you, and that any acceptance by you of the services provided by Xalco Ltd will constitute a contract with Xalco Ltd incorporating these Terms and Conditions of Service.

“The Client” is the person who commissions the services of Xalco Ltd and who is contractually liable for payment of its fees.

“The Service User” is the person to whom Xalco Ltd provides its care and may be the Client or may be the person for whom the Client commissions the services of Xalco Ltd.

The Service

Xalco Ltd will provide the services as set out in the Service User Care Plan, as Xalco Ltd and the Client may agree to amend from time to time by prior agreement. The provision of services is subject to the following Terms and Conditions of Service:

1. Charges

Charges are subject to review and Xalco Ltd will notify Service Users of variations in writing 7 days prior to them coming into force. All charges must be paid to XALCO LTD who will be responsible for paying a Care Worker in accordance with relevant and applicable legislation.

All Public Holidays, in addition to the 24th and 31st December, are charged at double the standard rate quoted by Xalco Ltd.

Our current fees are:

2. Payment

All invoices are payable immediately on receipt and must be paid directly to Xalco Ltd by either direct debit, cheque or bank transfer. Cheques should be made payable to ‘Xalco Ltd’.

3. Deposit

Xalco Ltd reserves the right to require a deposit, payable as security against the anticipated final invoice.

4. Late Payment

If payments are late, Xalco Ltd may, without prejudice to its other rights, suspend services. In addition, if payment is not received in full within 10 days of the invoice date, interest will be charged at the rate of 10% per annum on any

outstanding balance. Should an invoice remain unpaid for a period of 10 days or more, Xalco Ltd reserves the right to terminate the services provided with 24 hours notice and to charge for any reasonable costs incurred in taking steps to obtain payment.

5. Period of Engagement and Termination of Services

The services will be provided for the period specified in the Service User Care Plan being either a fixed period or a period terminable on notice. Xalco Ltd retains the right to terminate the services provided with 24 hours notice under the following circumstances:

- a. The Service User refuses to accept the services to be provided as detailed in the Service User Care Plan
- b. Following a risk assessment being undertaken on the premises, Xalco Ltd determines that it is not possible to provide care and support safely to the Service User in the intended premises
- c. Xalco Ltd determines that it is not able to provide the level of services required by the Service User within their own home and this concern is brought to the attention of the Client and Service User
- d. If an invoice remains unpaid for a period of 10 days or more
- e. An employee of Xalco Ltd experiences discrimination of any form by the Client or Service User

6. Cancellation

- a. For one-off bookings, 24 hours notice must be given of any cancellation or amendment to any booking or time agreed between Xalco Ltd and the Client for the services to be delivered. Failure to do so will result in the full charge for the visit being levied
- b. For live-in care, a 7 day notice of cancellation or amendment must be provided to avoid being charged in full
- c. If a visit requires cancellation due to a verifiable medical emergency then no charge will be made
- d. To terminate or substantially revise service provision, a full 7 days notice is required by Xalco Ltd

7. Replacement Care Workers

- a. Xalco Ltd cannot guarantee that a particular Care Worker will be able to remain with a Service User throughout the entire period during which services are required. We will, however, take all reasonable efforts to ensure continuity of care
- b. If a Care Worker leaves an assignment early, the Client or Service User should telephone Xalco Ltd immediately and Xalco Ltd will use their best endeavours to find a replacement Care Worker as soon as reasonably practicable
- c. If a Care Worker fails to attend an assignment, the Client or Service User should telephone Xalco Ltd within 15 minutes of the expected arrival time and Xalco Ltd will then use their best endeavours to find a replacement Care Worker as soon as reasonably practicable
- d. In circumstances where a Care Worker is unable to work due to illness or accident, Xalco Ltd will use its best endeavours to provide a replacement Care Worker as soon as reasonably practicable
- e. In the event that the Client/Service User reasonably considers that a Care Worker supplied by us does not possess the skills necessary for the assignment, the Client or Service User should provide Xalco Ltd with full details in writing whereupon Xalco Ltd will use its best endeavours to provide a replacement Care Worker as soon as reasonably practicable.

8.Placement Fee

Considerable investment is made in recruiting, training and developing staff who are therefore prohibited from accepting any direct offers of employment from Clients. Furthermore, it is prohibited for the Client and/or Service User to directly approach any Xalco Ltd member of staff with regard to private employment without first

consulting the Registered Manager. In the event of an agreement being reached, the Client/Service User will be liable to pay a one-off Placement Fee of 25000/=

9. Equal Opportunities

Xalco Ltd is dedicated to ensuring equal opportunities for all employees and Clients/Service Users, irrespective of their race, age, sex, marital status, physical or mental disability, sexual orientation, gender-identity, religious beliefs or political opinions. Xalco Ltd will not tolerate discrimination by staff, Clients or Service Users of any kind.

10. Accommodation, Meals and Breaks

It is the Client's responsibility to ensure that suitable accommodation and meals are provided for staff on live-in or overnight duties. Live-in and residential Care Workers should be provided with food and kitchen facilities to prepare for 3 basic meals per day. Any additional food or special dietary requirement is at the expense of the Care Worker.

The cost of meals or any other type of 'benefit in kind' for staff remains the responsibility of the Client and is not deductible from the invoiced cost of the services provided by Xalco Ltd.

Live-in care work is based on a maximum of ten hours on an average working day spread across the day and evening. Care Workers are entitled to a 2-hour break during daylight hours whereby they should be able to leave the property if they so desire. **If this is not practicable, a visiting Care Worker can be arranged to cover this time-off for an additional fee.** If agreed at the time of assessment, some of these hours may be banked to provide longer periods of timeoff on fewer days, but the minimum provision must be 14 hours over a 7-day week.

In addition, Care Workers should be provided with adequate facilities for washing and toileting, and also to sleep and rest, i.e. their own room (preferably with a door lock) and clean bedding. They must be allowed privacy in their rest periods, and have access to either a telephone or mobile phone reception.

Live-in Care Workers are entitled to a good night's sleep, i.e. 8 hours sleep in each 24hour period. It is expected that live-in Care Workers will attend to the client during the night in cases of emergency. Should there be more than one night in a row where the care worker is up 2 or more times, the night will be charged at an hourly rate and a night respite worker may be required. If a live-in Care Worker is persistently disturbed at night, this may necessitate a review of the Service User's care needs and changes to the Care Plan. For the purposes of The Working Time Regulations (1998), which sets out rights and obligations relating to working time and rest periods, Xalco Ltd considers live-in care work as "unmeasured" and, as such, the average amount of care work a Service User can expect in any 24 hour period is ten hours. Where working time regularly exceeds this, additional charges may be made.

12. Supervision and Review

Xalco Ltd will supervise a Care Worker during the period of a Care Worker's assignment so as to ensure satisfaction with the standard of care provision. In order for Xalco Ltd to successfully monitor and assess Care Workers, a Care Manager must be allowed to attend the Service User's home periodically in accordance with their legal obligations.

13. Insurance Claims

- a. Where a Client/Service User has asked or given permission to a Care Worker to drive a vehicle that belongs to the Client/Service User, the Client will be responsible for checking that a Care Worker has a valid driving license and must arrange the insurance cover necessary to permit the vehicle to be driven legally. In the event of an accident or damage to the vehicle, neither Xalco Ltd nor a Care Worker will accept liability for any accident or damage caused

- b. Payment for nursing, healthcare or domiciliary care services may in some circumstances be met by private medical insurance. Except where a Client/Service User's insurance policy specifically requires it, the Client/Service User will remain wholly responsible for the charges due to Xalco Ltd, in accordance with these Terms and Conditions of Service, and responsible for making a claim from the insurance company for reimbursement

14. Force Majeure

Xalco Ltd will use its reasonable endeavours to provide the services specified in the Service User Care Plan, however, should Xalco Ltd's ability to do so be interrupted or interfered with by an event of force majeure, then Xalco Ltd's obligation to do so will be suspended while the interference or interruption continues. Xalco Ltd will not be responsible for any loss or damage suffered by a Client or Service User as a result of a force majeure event, without limitation, generally considered to be events beyond the control of Xalco Ltd, such as strikes, lock outs or other industrial disputes, acts of God, war, riot, civil commotion, fire, flood or storms.

15. Xalco Ltd's Responsibilities in Respect of the Services

- a. Xalco Ltd shall use reasonable skills and care in ensuring that all Care Workers have the relevant qualifications, training, experience and ability for any assignment for which they are supplied
- b. Except in relation to death or personal injury caused by the negligence of Xalco Ltd and/ or its Care Workers and for fraudulent misrepresentation, Xalco Ltd excludes any liability (whether direct or indirect, contingent or consequential including without limitation loss of goodwill, profit, contracts, business opportunity or revenue) for any costs, claims, damages, demands or expenses in connection with the services provided

16. Service User Responsibilities

The Client agrees:

- a. Not to do any act or omission which will put or is likely to have the effect of putting Xalco Ltd directly or indirectly in breach of any of the Employment Protection, and other relevant laws (as defined below), in respect of any Care Worker supplied to you by Xalco Ltd and you will at all times use your best endeavours to ensure that such laws are complied with
- b. To notify Xalco Ltd of any risks to the health and safety of a Care Worker of which you become aware and agree that Xalco Ltd may notify a Care Worker accordingly. Further, you agree that you will take all reasonable measures to ensure that such risks are removed and will notify us of any such risks prior to an assignment
- c. To ensure that you or the home owner carry adequate household insurance cover, including but not limited to public liability cover against possible losses to a Care Worker or to Xalco Ltd
- d. To provide Xalco Ltd with complete and sufficient information relating to the assignment to enable Xalco Ltd to provide you with the level of service you require and enable Xalco Ltd to carry out its obligations under these Terms and Conditions of Service, including the type of work to be performed by a Care Worker, the length of the assignment, the qualifications and experience required and the location
- e. If in breach of any obligations under this clause, to indemnify Xalco Ltd fully against all claims, fines, damages, awards, costs, expenses and other liabilities arising from any such breach or any claim by any third party against Xalco Ltd as a result of your act or default whether under the Employment Protection and/or other Relevant Law or otherwise

17. General

- a. Care Workers are precluded from assisting the Service User in relation to making a Will, or witnessing or benefiting under the terms of any Will or Codicil, or becoming involved in any other legal documentation
- b. Any complaints about Care Workers must be made in writing and will be handled in accordance with the procedure set out in our Complaints Policy
- c. The Service User will allow full access in relation to any assessment of the risks at the premises where the assignment is to be carried out and provide all relevant information upon request to Xalco Ltd

- d. Care Workers are subject to Xalco Ltd policies, the Service User shall not request a Care Worker to act in any way that is a breach of these policies
- e. No variation, addition to or modification of these Terms and Conditions of Service shall be binding or form part of these Terms and Conditions of Service unless previously agreed in writing from Xalco Ltd

These Terms and Conditions of Service, together with the Service User Guide and Service User Care Plan, shall govern the contract between Xalco Ltd and the Client for the supply of the services to the exclusion of all and any other agreements or terms and conditions agreed. The contractual agreement entered into by Xalco Ltd and the Client is governed by the laws of England.