



We Care

Unit 43B Harbours Deck
New Harbours
Gibraltar GX11 1AA

Tel: +350 200 41448

TERMS AND CONDITIONS

1. Client Rights

The parties agree that Client has the right to:

- 1.1 CONFIDENTIALITY - all matters concerning your personal affairs are kept in the strictest confidence.
- 1.2 COMMUNICATION- The Company welcomes your feedback, grievances and suggestions through any communication channel you chose.
- 1.3 FREEDOM FROM DISCRIMINATION – of any type, including, but not restricted to age, religion, disability, ethnicity or sex.
- 1.4 RESPONSIBLE SERVICE – provided by qualified staff who have been trained to deliver outstanding service and have been police screened.
- 1.5 The Company offers flexibility in the cleaners that service users receive. During the initial assessment, if required, needs are identified and cleaners are sent according to their needs. The Company understands the inherent interpersonal dynamic necessary to establish a good working relationship, therefore, following a week's induction; the service user has the right to ask for another cleaner.
- 1.6 The Company is entitled to an Assessment of the service any time after commencement.

2. Company Rights

The parties agree that The Company has the right to:

- 2.1 A client assessment to determine the service requirements and determine the client's needs. This consists of an Assessment and a Cleaning Plan.
- 2.2 Refuse or discontinue service immediately if a client poses a health or safety risk to the employee, is abusive or discriminatory, or refuses to allow the delivery of service.
- 2.3 Arrange additional care as deemed necessary by the assessment nurse.
- 2.4 A minimum contract shall apply.

3. Service Inclusions

The Company is only permitted to perform duties and activities as set out in Cleaning Plans and Assessments. Any additional requests or changes must be requested to The Company and agreed by both parties.

4. Standard Service Exclusions

The Company employees are not permitted to perform the following duties:

- 4.1 Climb on ladders or stand on chairs.
- 4.2 Lean out of windows to clean the outside.
- 4.3 Dispose of heavy materials or hazardous substances.

5. Client Agreement

The Client agrees to the following:

- 5.1 Ensure a safe and healthy work environment, including, but not restricted to pet control and passive smoking should the home service employee raise a concern.
- 5.2 Respect the Company's employee's Human Rights and not to discriminate against the employee for any reason.
- 5.3 Make available to the employee, Cleaning Plans, forms, and any additional supporting material to the Company.
- 5.4 Upon termination of the Service, return all Cleaning Plans, forms, and any supporting material to The Company.
- 5.5 Provide all supplies to enable The Company employee to conduct his/her duties as agreed.
- 5.6 Not to offer gifts, money or property of any kind to The Company employee.
- 5.7 Not to arrange or modify the service agreed with The Company employee without prior consent of The Company.
- 5.8 Notify the Company 48 HOURS prior to any shift change. Every endeavor will be taken to accommodate any change request.
- 5.9 Not engage the services of a Company employee for a period of One year (1 year) following termination of Service.
- 5.10 Notify the Company of any concerns or issues.

6. Company Agreement

The Company agrees to the following:

- 6.1 Undertake a full assessment of the Cleaning required prior to agreeing to provide a Service.
- 6.2 The Company is committed to the schedule of cleaning in place. However, an alternate cleaning plan can be adopted in case of adverse situations or some reason beyond our control.

6.3 The Company operates ongoing monitoring of cleaners and liaises with family members. In addition, The Company conducts Support and Supervision sessions with all employees every 3 months to monitor performance and issues relating to care.

7. Key Holder Services

By mutual agreement The Company can make suitable and permanent arrangements for entering the client's premises. Should you require The Company to hold keys then a Key Transfer request form will need to be completed and signed.

8. Supplies and or Equipment

The Company does not provide any supplies or equipment in connection with the cleaning services, which are to be undertaken. All supplies and equipment (including cleaning aids, detergents, electrical equipment etc.) necessary for the satisfactory completion of tasks must be supplied for by the client. The cleaner will advise the client when equipment is needed or supplies need to be replenished.

9. Refusal/Withdrawal of Service

We Care may refuse to provide service, where, in its opinion, the pattern and/or type of cleaning requested is inappropriate to, or conflicts with, the needs of the Client or where the Company believes that it is not competent to deliver the cleaning to the standards required.

Once started, The Company may withdraw the cleaner (either on a permanent or a temporary basis) in situations, for example, where:

- 9.1 The health and safety of the cleaner is seriously at risk;
- 9.2 The cleaner has received threats of violence;
- 9.3 The cleaner has received any form of abuse.

The Company will endeavor to provide at least 4 weeks' notice to the client, of withdrawal of Service although in certain situations. For example, where the health and safety of the employee is at risk, withdrawal may be immediate. If the contract is still within the trial period The Company will withdraw immediately but has a right to enforce a 48-hour payment period to cover the costs of providing the Service. If withdrawal of Service is not permanent, the client will be advised of the conditions, which must be met in order to permit the resumption of Service.

10. Payment Terms and Conditions

The Client agrees to adhere to the following payment Terms & Conditions.

- 10.1 The Company will raise invoices weekly/monthly as agreed with the Client (delete as appropriate).
- 10.2 Weekly invoices must be settled within 2 days of invoice date. Monthly invoices must be settled within 7 days of invoice date.
- 10.3 Interest will be charged for late payment as detailed in The Company's invoice.
- 10.4 Charges will be applied by the hour at the following rates:
 - i Monday to Friday at £ 10.00
 - ii Saturday and Sunday at £ 12.00
 - iii Gibraltar Public/Bank Holidays, at double the standard rate.
 - iv Christmas Day and New Year's Day to be charged at double the standard rate
 - v Night Shifts from 21:00 to at 07:00 £12.00

11. Insurance

We Care has comprehensive insurance cover in respect of Employer's Liability and Public Liability, provided by Argus.

12. Employment of a We Care Employee

In the event that the Client should engage the Services of The Company employee which results in the employee either resigning or having their Contract of employment terminated then the Client shall be liable to pay an Introduction fee to Company at a cost of £2,000 if employed between 10 and 12 months from Service end date or £3000 if employed within 9 months from Service end date.

13. Termination of Service

Clients or their nominated representative must provide The Company with a minimum of one week's notice, in writing to cease Service, unless in the event of Client's death.

14. Force Majeure

The Company is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement in such circumstances.