



ASISTERS LIMITED

TERMS AND CONDITIONS

SUMMARY OF KEY TERMS (FOR CUSTOMER CONVENIENCE ONLY)

- No minimum usage – no minimum number of visits, charges, or contract length.
- Cancellations: ≤7 visits/week: 72 hours' notice required. Refunds only if notice is received 72 hours before the booking.
- >7 visits/week: 7 days' notice required, based on average weekly fees from the previous month. Option to pay a 50% retainer.
- Hospitalisation: Full rate within 72 hours of notice; 50% rate for the following 7 days. After 7 days, customers may pay a 50% retainer.
- Death: 7 days' charges based on the previous week's visits.
- Live-in care: Minimum 14 days' notice required. Charges apply from receipt of notice.
- Provider cancellation: No charge if Asisters Ltd cancels or fails to attend.
- Bank Holidays & Easter Sunday: Visits charged at 1.5x normal hourly rate. Live-in care carries an additional £75 per day.

1. INTRODUCTION

These Terms and the accompanying Confirmation of Instructions form the Agreement between Asisters Limited ('we', 'us', 'our'), you (the Customer), and if different, the Principal Customer (the person receiving care).

Please read these Terms carefully before signing the Confirmation of Instructions. They explain how we provide services, how fees and cancellations work, and your and our rights.

If we begin providing services before the Confirmation of Instructions is signed, you are deemed to have accepted these Terms.

2. ABOUT US & CONTACT DETAILS

We are Asisters Limited, registered in England and Wales (Company Number: 10729228). Registered office: 51-53 Main Road, Colden Common, Winchester, Hampshire SO21 1RP.

Contact us: Telephone: 01962 777055 | Email: support@asisters.co.uk | Post: Asisters Ltd, 51-53 Main Road, Colden Common, Winchester, Hampshire SO21 1RP.

If we need to contact you, we will do so by phone, email, or post using the details on the Confirmation of Instructions.

'Writing' includes email.

3. DEFINITIONS

Agreement – These Terms plus the Confirmation of Instructions.

Asister – Any individual employed or engaged by us to provide services.

Business Day – A weekday excluding Saturdays, Sundays, and public holidays.

Care and Support Plan – The plan describing the Principal Customer's care needs.

Confirmation of Instructions – The order form signed by or on behalf of both parties.

Customer – The person responsible for payment of fees.

Principal Customer – The person receiving the care.

Fees – The charges payable under clause 7.

Services – Care, support, domiciliary, live-in, and related services as specified.

Start Date – The agreed commencement date of services.

Working Day – Any day services are to be provided.

Regulator – The Care Quality Commission (CQC) or its successor.

4. PARTIES

If the Customer is also the Principal Customer, references to both mean the same person.

If different, both Customer and Principal Customer are bound by this Agreement jointly and severally (both are fully responsible for obligations and payment).

5. OUR OBLIGATIONS

We will provide services with reasonable skill and care from the Start Date.

We will take reasonable steps to ensure suitability of Asisters, including background checks.

Risk assessments will be carried out before or within 5 Business Days of starting regulated services.

We will endeavour to meet allocated visit times, but circumstances may cause up to 30 minutes' variation either side.

We may report suspected abuse of customers to relevant authorities without notice.

We reserve the right to withdraw services immediately if Asisters are subjected to abuse, harassment, or discrimination.

6. LIVE-IN CARE

Customers must provide Live-in Asisters with: a private bedroom (bed, clean bedding, storage, TV, Wi-Fi access, and washing facilities).

Meals or a weekly food allowance must be provided (as agreed).

Wi-Fi access must be provided (or an additional £25/month will be charged for company provision).

Live-in Asisters must receive 14 hours' breaks per week, typically 2 hours daily during daylight hours.

Requests for additional cover during breaks must be made in writing at least 5 Business Days in advance.

7. FEES & PAYMENT

Fees are set out in the Confirmation of Instructions. If services begin before it is signed, we will notify you of fees in writing.

Overtime beyond agreed hours will be charged at the standard hourly rate.

Invoices are issued monthly (week 3) and are payable within 7 days. Postal invoices may incur a small fee.

Late payments: Interest of 2% above Bank of England base rate per day may be charged, plus a £10 admin fee per reminder letter.

Cancellation charges: ≤7 visits/week: 72 hours' notice. >7 visits/week: 7 days' notice. Hospitalisation: Full fees for 72 hours after notification, then 50% for the next 7 days. Death: 7 days' fees from the day after notification. Live-in care: 14 days' notice required; charges apply from notice date. Provider cancellation: No charge if Asisters Ltd cancels.

Fees may be reviewed with 28 days' written notice.

Payment must be made by the agreed method.

8. NON-SOLICITATION

Customers may not directly employ or engage an Asister during the Agreement or for 6 months afterwards.

Breach will incur a fee of £2,000 or the value of the previous month's invoice (whichever is greater).

9. INSPECTION & SUPERVISION

We may be inspected by the CQC or other authorities.

Customers must allow access for supervision and monitoring. Failure to do so may result in suspension or termination of services (fees still payable during suspension).

10. COMPLAINTS

We operate a formal complaints procedure. Details available on request (support@asisters.co.uk / 01962 777055).

11. TERMINATION

Either party may terminate with notice per clause 7.5.

We may terminate immediately for: non-payment after 14 days of written demand, or serious breach (e.g. abuse of staff, health & safety risks).

Termination for remediable breaches requires 14 days to correct.

12. INSURANCE

We hold Public and Employers' Liability insurance.

Customers' possessions are not covered – they must have household insurance.

Customers must not require Asisters to drive their vehicle without written consent and proof of full insurance.

13. DATA PROTECTION

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

See our Privacy Policy for full details.

14. LIABILITY

We are not liable for events beyond our control (force majeure).

We do not exclude liability for death/personal injury caused by negligence or for fraud.

Liability for loss/damage to possessions is limited to £1,000,000.

General liability is capped at £5,000,000.

We are not liable for indirect or consequential losses (e.g. loss of profits).

15. EQUAL OPPORTUNITIES

We operate a strict equal opportunities policy protecting against discrimination.

16. THIRD-PARTY RIGHTS

This Agreement does not give rights to third parties other than the Company, Customer, and Principal Customer.

17. GOVERNING LAW & JURISDICTION

This Agreement is governed by the law of England and Wales.

Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

CUSTOMER CONFIRMATION

I confirm I have read, understood, and agree to these Terms and Conditions.

Signed (Customer): _____

Date: _____

Print Name: _____