

Client Terms and Conditions

1: This agreement is between:

- 1.1 Hearts Kind
- 1.2 Self-Employed Carer
- 1.3 The Service User” (Client) the person whom receiving Personal Care “
- 1.4 The third party, the person whom acting on behalf of if required one
- 1.5 The client is deemed to accept and agree to the Terms and Condition when any of the following occurs:
 - The Client requests Hearts Kind to introduce carer for any position
 - Client or a third party acting on the client`s behalf to interview carer
 - The client engages a carer in any capacity
 - The carer begins work for the client in any capacity
 - Hearts Kind provides any advice and other service to the client .

2: Introduction

2.1 Hearts Kind is defined as an introductory Agency by CQC (Care Quality Commission) pursuant to the Health & Social Care Act 2008. We have a network of vetted and qualified self-employed carers looking for clients seeking care and support services.

2.2 Hearts Kind provides a platform which connects self-employed carers, offering care and support services to clients seeking care and support services.

2.3 Hearts Kind's platform allows us to appropriately assign carers to the clients recommended needs. By connecting one another, they will agree care service requirements and start working together.

2.4 Hearts Kind Service enables clients to:

- Request a carers suitable for their current care requirements and special needs.
- Ensure that all Carers have been vetted for suitability, are insured, and have received up-to-date DBS certification.
- Easily pay for the service provided by Carers, through our secure online payment system
- Communicate directly with Carers to ensure “best fit” is achieved pre-service commencement
- Provide feedback and comments on our service.
- Provide feedback about the self-employed Carers.

2.5 As an Introductory Agency Hearts Kind does not:

- Directly employ any care staff.
- Act as an employment agency or care agency
- Guarantee the provision of work for the carer
- Make any changes to a care plan
- Have control over the delivery of Personal Care

3: Carer selection and our vetting process

3.1 Hearts Kind make a visual check of Carers identity and all other information provided which include:

- Passport or Driving License and the right to live and work in the UK
- Bank Statement or any other bills as proof of address.
- Must provide names of 2 References and agrees for Hearts Kind to approach them at any time for the purpose of obtaining references about the Carer
- Must provide valid DBS certificate from the past 2 years and where this is not available, we will provide DBS checks ourselves for Carer
- Must provide any information available to demonstrate sufficient experience in care
- Must provide details and Certificates of training if completed but not essential as Hearts Kind can support Carers with accessing all necessary training.
- Must provide any Certificates of Qualification in health Care
- Must provide the hours of work available when completing the form on the website
- Carers must notify Hearts Kind if unable to attend any of the bookings agreed with the client.
- Must respond to any enquiries thorough the website, by text, email, WhatsApp from us and/or Client
- Must hold own Liability Insurance and provide Hearts Kind with Insurer Name and Policy Number

3.2 We recommend that clients carry out their own assessment of a carer's suitability before engaging into a contract with them if they wish.

4: Client's obligation and acknowledgements

4.1 The client acknowledges and agrees that:

- Requesting Hearts Kind to carry out and act on its behalf and Client authorises Hearts Kind to act on their behalf for that purpose.
- Requesting Hearts Kind to Introduce Carer for the position, the Client authorises to advertise that position
- The terms, manner, and delivery requirements of any Client Contract, Short-Term or Regular Engagement and/or overtime hours are for the Client and the Carer to determine and agree
- Any taxation (personal, corporate, or otherwise) arising in relation to the Bookings is of the Client and the Carer to resolve (paying HMRC) this is not mater for Hearts Kind.

4.2 When Client requesting to be introduced to a Carer by Hearts Kind they will need to provide the following information:

- Client Full Name and Address
- What Care is needed, including type of other work involved, location, duration, timing, and commencement of the Engagement.
- Any risks to health & safety known to the client and the steps taken to prevent those risks.
- Experience, training, qualification, and anything else that may be required by the Client, including any authorisation required by law or any applicable body
- Any expenses payable to the Carer
- Any remuneration expectation and any other benefits
- Any specific terms of engagement for the Carer and
- Details of any care to be provided for or attending to one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability, or any other circumstances needs care or attention.

4.3 By agreeing to Engage or make use of a Carer in any way, the client will be liable for the engagement fee.

5: Use of website

5.1 Clients are not permitted to use Hearts Kind website for any reason other than following:

- Private non-commercial purpose
- Viewing and browsing the website
- Sending genuine enquiries or carers regarding the use of their service
- Making, reviewing, or changing bookings
- Checking carer feedback
- Changing billing information and generating invoices where relevant
- Communicating with Hearts Kind representatives

5.2 We are expecting clients who are using our introductory service to recognise and respect the following code of conduct and service use when working with carers.

5.3 Clients should not discriminate against a carer based on skin colour, nationality, disability, gender, or any other potential source of discrimination

5.4 Client must be 18 years of age or above and have the right to form legally binding contract under UK law.

5.5 Client should have the appropriate insurance to be able to accept a carer into their home.

5.6 Client must check they have provided the correct and accurate information on our website

5.7 By registering with Hearts Kind we expect you to accept and abide by all terms and condition set out in this document

5.8 We expect all clients to recognise the role of Hearts Kind as an introductory service, and you must not create contractual agreements outside this service with any carers introduced to you via Hearts Kind, with or without the deliberate intention of avoiding Hearts Kind fee.

5.9 Once an agreement has been set up between yourself and a carer, you are bound by the terms of the established contract.

5.10 Agreements created are legally binding and remain effective between the Client and the Carer and Hearts Kind are no party to such agreements, and we cannot arbitrate or mediate if there is an alleged breach of contract unless the dispute resolution process is active.

6: Dispute resolution process and mediation

6.1 Each client will attempt, in good faith to resolve any dispute or claims arising out of or in relation to this Terms and Condition and/or any client contract promptly through negotiations between us and /or the Carer.

6.2 Where possible issues identified should be resolved directly between client and the carer therefore, Hearts Kind does not accept any liability for claims, demands or direct or indirect damage arising from disputes between client and carer.

6.2 In the event is between the Client and the Carer and the matter is not resolved through negotiation the Client shall appoint Hearts Kind (or third party nominated by the Agency) to act as a mediator and the Client agrees to co-operate with Hearts Kind in good faith and provide us with the information and undertake such actions as may reasonably requested by Hearts Kind

6.3 Hearts Kind reserves the right at its sole discretion to defer payment, reimburse or cease contractual payment at any time.

7: Payments and Contract

7.1 Agreement for services provided are made between the Client and the Self-Employed Carer and by entering an agreement as a client you accept that you have the funds available to pay for the agreed value.

7.2 Where client is not available to agree to the release of funds to pay for work already completed by the carer, Hearts Kind will release funds to the carer on behalf of the client.

7.3 Where a Self-Employed Carer has not accepted the clients terms, and the agreement has been paid for by the client, Hearts Kind will refund the client fully within 5 working days, and the agreement will be cancelled.

7.4 All payments for work completed must be made via Hearts Kind: any attempts to pay outside Hearts Kind will lead to sanctions not limited to immediate account suspension.

7.5 Any offers to pay outside of Hearts Kind made by either party must be reported to Hearts Kind immediately.

7.6 If a client chooses to engage a Carer directly and thus stop using the service provided by Hearts Kind, the client will be required to pay Hearts Kind an upfront, non-refundable fee equivalent to 8 weeks of care and commission fees.

7.7 Engagement fee will be charged by Hearts Kind and is calculated as an amount being equal to 19%+VAT for the value of any booking including other fee to cover insurance, promotion, and payment services.

8: Direct Payments and Personal Budget

8.1 If you are buying via Direct Payment or Personal Budget, you must setup contract on the Hearts Kind Platform. Payment can be made a week in advance following provision of invoice for hours completed.

8.2 Hearts Kind does not normally provide refunds or credits for purchase cancellations but in some instances; Hearts Kind may at its sole discretion issue refunds or credits when it believes they are warranted.

9: Cancellations

9.1 A contractor has the right to terminate a contract where the contract is agreed under the Short-Term Contract (short-term hire) but should not be cancelled unless there is an exceptional circumstance.

9.2 A regular or standard contract (regular hire) can be canceled by the client or carer within 14 days' notice periods from the date the carer uses the system to cancel the contract or from the start of the contract.

9.3 Hearts Kind strongly discourages cancellations of contracts unless exceptional circumstances occur. Cancellation of contracts without sufficient warning or reason can cause undue inconvenience.

10: Governing Policies

10.1. Hearts Kind have a range of policies in place which we, as an introductory Agency, abide by and those are:

10.2 Safeguarding Policy:

- We recognize that Safeguarding policy is important for ourselves, carers and clients.
- We comply with all relevant Legislations including the Care Act 2010, Mental Capacity Act 2005 and the Safeguarding of Vulnerable Adults Act.
- Where vulnerable adults are at risk of exploitation or any type of harm and we have evidence that this is the case, we will comply with the legislation and refer the party to the nearest Local Authority's Adult Safeguarding Team.
- Regardless of Hearts Kind not providing direct care, we take our duties seriously and work continuously to ensure we are safe and taken care appropriately.

10.3 Complaint Policy:

- Hearts Kind takes all clients' complaints seriously and is committed to learning from mistakes and improving our services accordingly.
- Complaint policy is in place and outlines in detail the referral process for complaints, and our complaints management framework.

- If you have any complaints, please send us an email to flojor-dan@heartskind.com and we should respond to you within 1 working day.
- We will investigate any matter referred to and take appropriate action where necessary.
- If your complaints regards to a contract dispute, you will need to activate the dispute resolution pathway.
- If you have a concern regarding behavior of a client, we will investigate the matter and take immediate action.

10.4 Data Protection and confidentiality policy:

- By using the Hearts Kind service each Carer consents that Hearts Kind may process personal data in accordance with the Data Protection and Confidentiality Policy.
- We always seek consent prior to processing your data for any reason that is in no way directly related to your care.

11: Background Checks

11.1 For you to use the introductory service provided by Hearts Kind, you authorize us to carry out certain background checks and intermittent audits.

11.2 We do deserve the right but not the obligation to use third party to scan your personal information on an ongoing basis against verity of sources which may include amongst others:

- Sex offenders' registrations
- Social media
- Criminal registries and other legally available databases and resources

11.3 Hearts Kind has no obligation to perform such checks and releases all liability associated with the result of such checks.

12: Limitation of Liberty

12.1 Hearts Kind services are used at the client's risk.

12.2 Hearts Kind website is available free of charge www.heartskind.com

12.3 We provide no guaranty that the website will work optimally, or that it won't be subject to downtime, or removed from service from time to time.

12.4 Hearts Kind does not accept any liability for losses or damage caused by the temporary unavailability of the service or technical errors.

12.5 You are responsible for making all arrangements necessary for you to have access to our site.

12.6 You are responsible for ensuring that all people who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and they comply with them

12.5 Hearts Kind site is directed to people residing in the United Kingdom, and we do not represent that content available on or throughout our site is appropriate or available in other Locations.

13.5 We may limit the availability of our site, or any service or product described on our website to any person or geographic area at any time.

13.6 Hearts Kind cannot be held liable for injury, controversies, losses, accidents, claims, or damages arising out of the use of its services including the online platform, as well as the provision and delivery of services by individual Carer.

13.7 Clients must recognize that their decision to enter in a contract with a carer is their sole responsibility and Hearts Kind gives no warranty as to the suitability, experience history, or character of any Carer.

13.8 Hearts Kind give any warranty as to the completeness, truthfulness or accuracy of any information provided by the Carer.

13.8 Clients must understand and agree to the risks inherent in participating in an introduction and that you hereby waive all rights to any claims for damages from any person or organization involved in creating, producing, or distributing the Hearts Kind service or information pertaining to the Hearts Kind service.

13.9 To the extent permitted by law, Hearts Kind will not be liable for any loss, damage, misrepresentation, injury, accidents, claim, cost, charge, expense, action, demand, or consequential losses whatsoever in any jurisdiction arising out of or in connection with the use of our website and/or service provided by Carers.

13.10 Hearts Kind site www.heartskind.com is provided for domestic and private use only and clients are asked not to use our site for any commercial or business purpose, other than identifying an appropriate carer.

13.11 Hearts Kind will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any content on it, or from any website linked to it.

13.11 Hearts Kind assumes no responsibility for the content of websites that are linked from our website and will not be liable for any loss or damage that may arise from your use of them.

14: General

14.1 Neither Party has the liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement. The Party affected by those circumstances will promptly notify the other Party in writing when circumstances causing delay or failure in performance and when they cease to do so.

14.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed in writing by an authorised signatory of each Party.

14.3 The Agreement contains the whole agreement between the Parties, and they can confirm that they have not entered into this agreement based on any representation that is not incorporate into this agreement.

14.4 Hearts Kind shall no delay or fail in exercising any right, power, or privilege under this Agreement. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

14.5 The Agreement will not constitute or imply any partnership, joint venture, agency fiduciary relationship or other relationship between the Parties or other then contractual relationship provided for in this Agreement.

14.6 No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such announcement or disclosure it furnishes all the Parties with the copy of such announcement or information and obtain the approval.

14.7 The validity, construction and performance of this Agreement is governed by the English law and will be subject to jurisdiction of the English court to which Party submits.

16.8 For the purpose of the Contract (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement is not intended to, and does not give a person any rights to enforce any of its provision