

Terms and Conditions

Freedom Buddies

Important

This Agreement comprises the following documents: **Terms and Conditions and Fee Schedule**, (as may be amended from time to time) and sets out the terms under which we will provide personal care services to you.

Your attention is drawn to the following clauses:

Clause 1 – which explains the booking process.

Clause 6 – which confirms the specific dimensions and features of the Vehicle.

Clause 8 – which details the fee payable for use of the Service.

Clause 9 – which explains how bookings can be cancelled and when fees are still payable as a result.

Clause 10 – which explains when and how this Agreement can be ended.

ADVICE ABOUT THIS AGREEMENT

Advice about your legal and other rights in relation to this Agreement is available from your local Citizens' Advice Bureau, Trading Standards Office and/or, Care Quality Commission.

If you have a complaint about the Service, we would be very happy to discuss this with you. If you feel we have not been able to resolve your complaint for any reason, you can contact the Local Government and Social Care Ombudsman on 0300 061 0614 or through their website - <https://www.lgo.org.uk/contact-us>.

Terms and Conditions

The following terms are used in this document:

'Agreement' means the Terms and Conditions, the Care Plan and the Consent Form (as amended from time to time in accordance with these Terms and Conditions).

'Care Professional' means the appointed care professional/carer who will provide the Service on our behalf for the duration of your use of the Service.

'Cancellation Notice' means the cancellation notice contained in the Notice of the Right to Cancel set out at the end of these Terms and Conditions.

'Care Plan' means a written description, agreed upon booking and prepared by us for use by the Care Professional in administering your care, which details the nature and level of Service which you have requested that we supply to you (as amended in accordance with these Terms and Conditions from time to time).

'Collection Point' means the location from which the Service User will be collected, being where the Service commences.

'Consent Form' means the consent form set out at the end of these Terms and Conditions.

'Days' means calendar days.

'Destination' means the location(s) to which the Service User desires to be transported following collection from the Collection Point.

'Fee' means the fee payable by you for the Service, as explained to you upon booking and set out by us at the end of these Terms and Conditions.

'Fee Schedule' means the schedule, provided by us at the end of these Terms and Conditions, setting out the Fee payable by you / on your behalf for the Service (as amended in accordance with these Terms and Conditions from time to time).

'Freedom Buddies' means the Personal Care Service provided by Choice Care to their Service Users, and being this Service.

'Operating Area' means the area of Blackburn with Darwen (as identified in the map found on the final page of these Terms and Conditions).

'Representative' means the person with whom we can discuss your care and support needs to enable us to make better-informed 'best interests' decisions.

'Service' means the 'Freedom Buddies' personal care service to be provided to you by us, whereby a Care Professional will transport you between the Collection Point and your Destination, and provide you with suitable care and support, as per your requirements and provided in accordance with this Agreement.

'Statutory Regulator' where the Service you require is subject to regulation, we are required to be registered with the Care Quality Commission. Contact details for the Statutory Regulator are provided upon request.

'Vehicle' means the vehicle used to transport you between the Collection Point and your Destination.

'Viewing' means an optional appointment arranged prior to booking whereby the Service User may view the Vehicle to assess its suitability for their needs.

'we', 'us' or 'our' means Sky Futures Ltd (registered in England and Wales under company number 0545202 and trading as Choice Care) of Suite 16 Blackburn Enterprise Centre, Furthergate, Blackburn BB1 3HQ.

'Week' means the 7-day period running Monday to Sunday.

'you', the 'Service User' means the person to whom we are providing the Service.

1. Booking

- 1.1 All bookings for use of this Service must be made by telephone and via the following telephone number: 0800 8 202525.
- 1.2 We are available to accept telephone calls to arrange bookings during standard office hours, being between the hours of 9:00 and 17:00 from Monday to Friday.
- 1.3 This Service is available to be booked in slots of one hour each. Each booking must be made for a minimum of two hours.
- 1.4 All bookings must be made for a sufficient length of time so as to ensure that any appointments, events, or functions at the Destination can be attended promptly and allowing time for the Care Professional to attend to matters such as parking and obtaining parking tickets (if applicable).
- 1.5 All bookings include the attendance of one Care Professional who will transport you between the Collection Point and your Destination and administer any personal care required. If you require the assistance of a second Care Professional, you must notify us upon booking so that we can arrange for their attendance. For each additional Care Professional required you will be charged **an additional cost of £15 per hourly slot per additional Care Professional.**
- 1.6 If you would like an additional passenger to accompany you during your use of the Service, you must notify us upon booking.
- 1.7 We will make every effort to accommodate additional passengers but, in some instances, this will not be possible depending upon whether you use a wheelchair and, consequently, the configuration of the seats in the vehicle.
- 1.8 If you would like to arrange a Viewing to assess the vehicle, you must notify us upon booking so that we may arrange an appropriate time to conduct the Viewing.

1.9 For bookings where a level of personal care is required, the Destination must have facilities within which personal care can be provided to you by the Care Professional. We are not responsible if the Destination does not contain sufficient facilities for the administering of personal care services.

1.10 We will confirm the details of your booking via electronic mail within 48 hours of our initial telephone conversation with you. This confirmatory correspondence will contain details of the date, time, Collection Point, Destination, personal care and support required, and fee in relation to your booking of this Service.

Please note: Payment for this Service will be taken immediately and before your booking is confirmed.

2. Operating Hours

- 2.1 The Service is available for use between the hours of 7:00 and 22:00 from Monday to Sunday.
- 2.2 Evening bookings must allow sufficient time to ensure that use of the Service ends promptly and before 22:00.
- 2.3 In the event that, due to unforeseen and uncontrollable circumstances (e.g. heavy traffic following a road traffic accident or a late running appointment), a booking runs later than 22:00:
 - (a) the Service will be completed as agreed; and
 - (b) no additional costs or enhanced rates will be payable.

3. Operating Area

- 3.1 The Service is available mainly for use within the Blackburn with Darwen area. A map outlining the borders of this area can be found on the final page of these Terms and Conditions.
- 3.2 In exceptional circumstances we will accept bookings which are partly outside of the Operating Area. These circumstances will be considered on a case by case basis.

3.3 We will inform you upon booking if your requested Collection Point and Destination are not located within the Operating Area.

3.4 Travel outside of the Operating Area will incur **an additional charge at a cost of £0.45 per mile for each mile travelled beyond the Operating Area.**

Please note: This additional charge will be calculated upon booking and is payable in addition to the hourly rate and immediately upon booking.

4. Care Professionals

4.1 Our Care Professionals are well trained, professional and committed to ensuring that you receive the best level of care and support possible. They are required to:

- (a) dress and behave professionally and appropriately in accordance with our Code of Conduct for Workers and Dress Code Policy which can be found at our office and is available to you on request.
- (b) have a full UK driving licence with no prior driving offences;
- (c) have achieved a National Vocational Qualification (NVQ) or such other suitable and equivalent training;
- (d) complete our mandatory induction training;
- (e) attend additional Health and Safety training; and
- (f) complete additional vocational training on illnesses including, but not limited to, Parkinson's, Multiple Sclerosis and Dementia.

4.2 Upon commencement of the Service, the Care Professional will transport you between the Collection Point and the Destination.

4.3 The Care Professional will make all reasonable efforts to ensure that they arrive at the Collection Point on time.

4.4 If an unavoidable delay is likely or happens, the Care Professional will contact you or your Representative as soon as reasonably possible.

4.5 In addition to transporting you between the Collection Point and the Destination, the Care Professional may, if you require, attend appointments, events, or functions with you during the booking to provide personal care and support in accordance with your Care Plan.

4.6 The Care Professional may also, upon request, attend health-related appointments with you to take notes which can, for example, be used as a memory prompt or to inform your next of kin following the appointment.

4.7 If you require the Care Professional to accompany you into health-related appointments and to assist you to make a record of the information received during the appointment, we will require your consent prior to the Service commencing. You can give your consent to the Care Professional attending appointments and making records by signing the Consent Form attached to these Terms and Conditions.

4.8 If you have booked the Service in order to attend a health-related appointment, the Care Professional will, upon arrival at the Destination, inform the relevant person(s) at the reception desk that the Service is booked for a specific length of time to help ensure that your appointment proceeds in a timely manner.

4.9 Any information recorded by the Care Professional in this instance will be in note form. You are responsible for making a full and accurate record of the information obtained during the appointment.

5. Care Needs

5.1 All personal care and support that is provided to you by the Care Professional(s) on our behalf will be administered in compliance with the current regulations in place to regulate those services which are registered with the Care Quality Commission.

5.2 Details of the personal care and support you will receive from the Care Professional will be agreed with you upon booking and will be set out in a Care Plan. Clients must have a degree of mobility and must be able to transfer from one point to another for example from wheelchair to other seat. We cannot lift a person from point 'A' to point 'B'.

5.3 Our Care Professional(s) will provide the basic equipment required to enable them to provide you with general care and support.

5.4 You will provide any specialist care equipment which you require including, but not limited to, items such as incontinence pads and mobility aids.

5.5 Our Care Professional(s) will not manually lift or attempt to manually lift you. You must be able to transfer yourself between your wheelchair or mobility aid and any toilet facilities.

5.6 Our Care Professional(s) will only assist you with the administering of medication if the medication in question is:

- (a) prescribed;
- (b) contained in the original packaging; and
- (c) accompanied by the necessary instructions for administration.

5.7 Our Care Professional(s) will not be responsible for assisting you with the administration of any medicines which require invasive medical procedures or medical qualifications or to be administered by a medical professional.

6.2 **For motorised scooter users:**

Our vehicles are unsuitable for transporting motorised scooters and they do not contain appropriate anchor points. Consequently, we will not accept bookings which would involve the transportation of a motorised scooter.

6.3 **For wheelchair users:**

- (a) Wheelchairs must not be larger than the space that is available within the Vehicle, being:

Width: 31 inches / 78 centimetres
Length: 40 inches / 108 centimetres
Height: 52 inches / 132 centimetres

6. **Vehicle Details**

6.1 All of our vehicles are fitted with a tracker so that we can monitor the location of the vehicle and extract reports providing details of the specific routes taken.

7. **Route and Transportation**

- (b) All wheelchairs must have a bottom clearance of 3 inches / 7.5 centimetres to ensure that they are sufficiently high to clear the floor clamp fittings within the Vehicle.
- (c) All wheelchairs, manual and electric must be able to be anchored at four corner points to ensure that it is sufficiently secure during transit.
- (d) The winch safe working load is 225kg for chair and client combined.

7.1 The Care Professional will transport you between the Collection Point and your Destination using the most direct route available. This will be monitored using the tracker fitted in the vehicle.

7.2 If a less direct route is chosen at your request, **a charge will be levied for any additional distance travelled at a cost of £0.45 per mile.**

7.3 You must be secured by a seat belt at all times during transit.

7.4 You are prohibited from carrying out any action, either deliberately or otherwise, which may serve to distract or disturb the Care Professional whilst they are operating the Vehicle or helping you to enter or disembark from the Vehicle.

7.5 If you require access to disabled parking during your use of the Service, you are responsible for providing us with a valid Blue Badge which can be used by third parties.

7.6 Choosing where to park the Vehicle will remain at the discretion of the Care Professional throughout your use of the Service.

8. The Fee

- 8.1 We shall notify you of the Fee payable before the Service starts. The Fee is calculated based on one-hourly slots and may include additional costs for extra Care Professionals, mileage travelled outside of the Operating Area, parking and mileage travelled which is extraneous to requirement.
- 8.2 You will be required to pay the charge for a full one-hour slot regardless of whether or not you make use of the Service for the full hour.
- 8.3 We charge increased rates on the 25th December, 26th December, and 1st January.
- 8.4 You will pay for this Service immediately upon booking.
- 8.5 We may engage the services of a debt factoring company to collect the Fee on our behalf.
- 8.6 No monies of any kind should be paid to the Care Professional. You are not responsible for the Care Professional's National Insurance contributions or Income Tax.

9. Cancellation

- 9.1 Our Care Professional(s) have the right to cancel a booking if, upon arrival, they make a reasonable assessment that the Service is inappropriate or unsuitable for you. In this instance you will receive a full refund of all monies paid to us as soon as reasonably practicable.
- 9.2 In the event of adverse weather conditions, we have the right to cancel a booking at short notice and rearrange it for a time when there are more suitable road conditions. If we have to cancel in this scenario we will notify you of our decision as soon as reasonably practicable.

- 9.5 If you have given us less than 24 hours' notice of cancellation we reserve the right to retain the Fee paid by you for this Service unless the time slot is booked by another Service User in accordance with the below.

- 9.3 You, or your Representative acting on your behalf, have the right to cancel this Agreement for any reason in accordance with the process below.

- 9.4 If you, or your Representative, give a minimum of 24 hours' notice of cancellation the Fee will be refunded in full as soon as reasonably practicable.

- 9.6 Following your cancellation, we will re-advertise the relevant time slot. If it is successfully booked by a subsequent Service User the Fee will be refunded in full as soon as reasonably practicable.

10. Termination

- 10.1 We reserve the right to terminate this Agreement in circumstances which, in our reasonable opinion, make the continued provision of the Service impossible.

Such circumstances would include (but would not be limited to) sexual or racial harassment, unreasonable behaviour or requests that a Care Professional undertake unreasonable or illegal activities or circumstances where we reasonably consider that the Care Professional is likely to be in or is in danger of injury or other risk whilst providing the Service.

- 10.2 We will terminate this Agreement by written notice, or by telephone wherein the termination will be confirmed in writing within 1 working day of our telephone call.

- 10.3 If you do not have any active bookings we will give you at least 7 Days' written notice.

- 10.4 If you have made future bookings we will give you at least 1 months' written notice and you will receive a full refund of the Service Fee for any bookings which we do not deliver.

- 10.5 If you have not made any bookings for the past 12 months this Agreement will automatically terminate.

11. Complaints & service monitoring

- 11.1 We operate a feedback procedure by which you, or someone acting on your behalf can make compliments, a complaint or suggestion in relation to the Service. Information about this procedure is available upon request.
- 11.2 In order to comply with the requirements of the Statutory Regulator or to monitor the quality of the Service, it may be necessary, from time to time, for a member of our staff to observe, supervise, or work with the Care Professional during your use of the Service. If this instance were to arise we would give you as much notice as reasonably practical.
- 11.3 You may be asked to participate in user satisfaction surveys, or to be interviewed in person:
- (a) as part of our quality assurance procedures; or
 - (b) at the request of the Statutory Regulator.
- 11.4 You are not obliged to reply to satisfaction surveys or interviews. We will always request Your consent before We commence any Service monitoring in Your Home.
- 11.5 If you feel we have not resolved your complaint for any reason, you can contact the Local Government and Social Care Ombudsman on 0300 061 0614 or through their website - <https://www.lgo.org.uk/contact-us> .

12. Confidentiality

- 12.1 We will respect your privacy and confidentiality and will only use your personal information as set out in our Privacy Policy. Our Privacy Policy explains what data we collect, how and why we use that data, as well as letting you know whether we will need to share your data with other parties (for example doctors or social workers). Our Privacy Policy is set out at the end of this, clause 11.

- 12.2 You agree that we may disclose personal data (including sensitive personal data) about the Care Professional to you and that such information is strictly confidential. You also agree that you will not share, either directly or indirectly, such information to any other person, company or firm for any reason unless such disclosure is required by law, the Statutory Regulator or any relevant local authority.

PRIVACY NOTICE

We ask that you read this Privacy Notice carefully as it contains important information relating to who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information, and how to contact us and other organisations in the event that you have a complaint in relation to the above.

Introduction

We are Sky Futures Ltd, trading as Choice Care. In order that we can provide personal care and support services to the persons that we support, we collect and use certain personal information about you. Personal information means any information about you from which you can be identified, but it does not include information where your identity has been removed ("anonymous data").

As the Controller of personal information, we are responsible for how your personal data is managed. The General Data Protection Regulations ("GDPR"), which apply in the United Kingdom and across the European Union, set out our obligations to you and your rights in respect of how we manage your personal information.

As the Controller of your personal information, we will ensure that the personal information we hold about you is:

- used lawfully, fairly and in a transparent way;
- collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes;

- relevant to the purposes we have told you about and limited only to those purposes;
- accurate and kept up to date;
- kept only as long as is necessary for the purposes we have told you about; and
- kept securely.

If you have any questions about this Privacy Notice, or would like further details, or an explanation as to how your personal information is managed, please send an email to choicecareuk@yahoo.co.uk or write to Suite 16 Blackburn Enterprise Centre, Furthergate, Blackburn BB1 3HQ or telephone 01254 504 905.

- (b) a third party unconnected with the provision of Services under this contract; or
- (c) events which we could not have foreseen or prevented even if we had taken all reasonable care.

14.3 We accept no liability, howsoever caused, for any losses, costs, damages, claims or expenses in attributable to the deliberate act or omission, or the dishonesty of a Care Professional.

14.4 **We accept no liability for any losses, costs, damages, claims or expenses in relation to your personal property, including your wheelchair or mobility aid).**

13. Records

13.1 The Care Professional will make a record of all personal care services provided to you throughout your use of the Service, along with any other information relevant to the Service.

13.3 The above, in addition to any other personal health information which you provide us with upon booking, and any notes made in health-related appointments, will be retained for 3 years following completion of the use of the Service before being destroyed. You can request copies of these records up until the point of destruction by contacting Andrew Key.

14. Insurance & liability

14.1 Our liability to compensate you for any loss or damage (other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us or our Care Professionals. Our liability is also subject to certain limitations set out below in this clause 14.

14.2 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we caused your death or personal injury by our negligence) unless that failure is attributable to:

- (a) your own fault;

15. Third Party Rights

15.1 No person, other than you or us can benefit from or to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

16. Events outside our Control

16.1 Neither you or we shall have any liability to the extent that any delay in or failure to perform any of our respective obligations under this agreement is caused by any factor beyond our respective reasonable control. Any of our respective obligations that are not affected by any factor beyond our respective reasonable control will continue to bind us and you.

17. Assignment

17.1 We may transfer, assign, charge or deal in any other manner with all or any of our rights under this Agreement or may sub-contract any or all of our obligations under it.

18. General

18.1 We may vary these terms and conditions in writing by giving you and / or your representative at least 4 Weeks' notice. If you do not agree to the variation you may terminate this Agreement by providing us with 14 Days' notice.

- 18.2 If any provision of this Agreement is found by a court or other competent authority to be invalid or unenforceable that shall not affect the validity of the remainder of this Agreement.
- 18.3 This Agreement constitutes all the terms and conditions between you and us (subject to the variations allowed for by those Terms and Conditions) and is made to supersede all previous agreements and arrangements relating to your use of the Service.
- 18.4 You acknowledge that you have not been induced to enter into this Agreement by any representation or promise that the Agreement does not expressly contain (but this clause shall not exclude any liability for any representation made by us that was made fraudulently).
- 18.5 Any notice required to be given to us under the Agreement shall be in writing and shall be delivered personally or sent by electronic mail or by pre-paid first-class post. Any notice required under the Agreement shall not be validly served if sent by other means.
- 18.6 This Agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 18.7 We are a member of the United Kingdom Homecare Association (UKHCA) and adhere to the UKHCA Code of Practice, available at www.ukhca.co.uk/codeofpractice.

Notice of the Right to Cancel

- You have a right to cancel this Agreement if you so wish.
- This right can be exercised by delivering or sending to us (including by electronic mail) the Cancellation Notice below at any time within the period of 14 Days starting with the date you sign this agreement.
- If you cancel this agreement before the end of the period of 14 Days starting on the date you sign this agreement, you will be liable to pay for any bookings of the Service which you have already received from Choice Care, and for any bookings for which you have given less than 24 hours' notice of cancellation.
- You can cancel this agreement at any other time by giving us notice in writing (as set out in clause 9 of the Terms and Conditions).
- Notice of cancellation will take effect as soon as it is posted or sent to us by any other means.

Fee Schedule

(Rates effective from 1st January 2019)

Service Fee

The Fee is calculated, based on a fixed fee per one-hourly slot (the actual time spent using the Service is rounded up to the next one-hourly slot).

Service Fee	
One-hourly slot (including one Care Professional and petrol for miles travelled within the Operating Area)	£25.00
Each additional Care Professional (per one-hourly slot)	£15.00
Fuel for travel outside of the Operating Area (charged per mile)	£0.45
Additional mileage beyond most direct route (at your request) (charged per mile)	£0.45

Christmas Eve, Boxing Day and New Year's Day will be charged at 1.5 the prevailing prices, being £37.50 per hourly slot.

Please note: The Service Fee will not be refundable if less than 24 hours' notice of cancellation is given and the slot is not successfully booked by another Service User.

Additional costs not included in the Service Fee

Please find below an illustration of the additional costs which may be added to the Service Fee.

Parking Expenses:

If the parking facilities at the Destination require a charge to be paid you will be responsible for covering this expense.

Care Professional Attendance:

If you require the Care Professional to accompany you throughout the duration of your use of the Service, you will be responsible for covering any costs incurred in enabling them to accompany you, e.g. tickets to a show, meals etc.

Operating Area Map

