

HIGHLAND PET CARE

Terms & Conditions of Engagement of Carer by HPC

1. Interpretation – In the following the words set out below shall have the meanings set out opposite them:-

“Carer” means the person or persons contracted by HPC to provide the Service to the Client.

“Client” means the person who contracts with the Carer to provide the Service

“HPC” means Highland Pet Care a firm having a place of business at Kingspark House, Berriedale, Caithness, KW7 6HA and at Bardnatua, Latheron, Caithness, KW5 6DL

“Service” means the services provided by a Carer to the Client in terms of the Confirmation of Engagement

“Terms & Conditions of HPC” means the terms and conditions on which HPC contracts with the Client, a copy of which is annexed hereto

“Terms & Conditions of Carer” means the terms and conditions on which the Carer contracts with the Client to provide the Service

“Terms & Conditions of Engagement of Carer by HPC” means these terms and conditions

2. General

- 2.1 The Terms and Conditions of Engagement of Carer by HPC regulate the basis on which HPC arrange for the provision of the Service by the Carer to the Client.
- 2.2 Nothing contained herein shall constitute a Contract of Employment by HPC in respect of the Carer.
- 2.3 It shall not be competent for the Carer to make any claim against HPC in respect of any liability, loss, claim or proceeding arising from the engagement of the Carer by HPC for the provision of the Service by the Carer to the Client.
- 2.4 At all times the Carer will observe (1) the Terms and Conditions of HPC and (2) the Terms and Conditions of Carer.

3. The Service

3.1 The Service shall be as detailed on the Confirmation of Booking issued by HPC to the Client and no alterations to the Service can be agreed by the Carer without the prior consent of HPC.

4. Payment

4.1 At the end of the Service, an invoice for the balance of the fee is issued by the Carer to the Client for immediate settlement by cheque made payable to the Carer but issued and sent to HPC to enable it to record its details and the fact that payment has been made.

4.2 It shall not be competent for the Carer to claim from HPC any of the following items:-

- (1) Travelling expenses incurred by the Carer at a rate of 35p per mile where the Carer uses his/her own car
- (2) Any public transport fares incurred by the Carer in performance of the Service
- (3) Any out of pocket expenses reasonably incurred by the Carer in performance of the Service

5. Cancellation

5.1 In the event of written cancellation of the booking being received by HPC not later than 28 days prior to the date of commencement of the Service, HPC will retain the Confirmation of Booking Fee and apply this in respect of any subsequent booking made by the Client. The Confirmation of Booking Fee will only be refunded at the discretion of HPC. In the event of such cancellation, no fee will be payable to the Carer.

5.2 In the event of cancellation by the Client within 28 days of the date of commencement of the Service, (1) HPC will be entitled to retain the Confirmation of Booking Fee and in addition 50% of the fee due to the Carer will be payable in the event of cancellation more than 7 days prior to the date of commencement of the Service and 100% of the fee will be payable in the event of cancellation less than 7 days prior to the date of commencement of the Service, in both cases subject to a maximum amount payable of £100.

5.3 In the event for any reason that the Client terminates the provision of the Service prior to the expiry date detailed on the Confirmation of Booking Form, then the Client will be responsible for payment to the Carer of the whole of the fee for the period of the Service and no claim for payment of such shall be competent against HPC by the Carer.

6. Client's Property

6.1 The Carer is obliged to leave the Client's Property in a clean and tidy condition at the end of the period of Service.

- 6.2 The Carer must not use any vehicle provided by the Client in the performance of the service without having had exhibited evidence of adequate insurance arrangements prior to the commencement of the Service.
- 6.3 At the commencement of the Service, the Carer must obtain a Letter of Authorisation from the Client.
- 6.4 The Carer will be entitled to use the telephone within the Property for any necessary calls in the performance of the Service but otherwise will not be entitled to use the telephone except in cases of emergency.
- 6.5 The Carer will not leave the Property except in an emergency for more than one hour after dark or leave the Property except in performance of his / her duties for more than three hours a day unless by prior arrangement with the Client or where the Property is occupied by a duly authorised representative of HPC during any periods of absence.
7. Insurance
- 7.1 HPC shall arrange insurance cover for the benefit of the Carer during the performance of the Service and it is an essential condition of such insurance that the Carer observes the following:-
- The Carer shall not act in a wilful, reckless or negligent manner.
- 7.2 Within two years of the first engagement by HPC, the Carer shall not provide any service or be otherwise engaged or employed by any Client for whom the Carer has provided any service through HPC.
- 7.3 The status of the Carer at all times is that of a self employed person. Consequently the Carer is responsible for maintenance of appropriate records of all earnings received, for accounting for any income or other tax due in respect of such earnings and shall indemnify HPC against any claim to income or other tax or any other statutory payment arising as a result of the performance of the Service by the Carer.

- 7.4 The Carer is obliged at all times to have in place a Scottish Criminal Records Office Disclosure Certificate and to be responsible for the cost of providing same.
- 7.5 Said Certificate will be registered with HPC and disclosed to all Clients prior to the commencement of the provision of any Service.