

HIGHLAND PET CARE

Terms & Conditions of Business of 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 Bardnata, 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 these terms and conditions

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

2. General
 - 2.1 The Terms and Conditions of HPC regulate the basis on which HPC introduce the Carer to the Client.
 - 2.2 Noting herein contained shall constitute a contract of employment by HPC in respect of the Carer.
 - 2.3 The Client is responsible for all health and safety issues relating to the Service and will indemnify HPC against any liability, loss, claim or proceedings arising from any failure on the part of the Client in this regard.
 - 2.4 In the event of a failure by the Carer to provide the Service for the Client, HPC shall use its best endeavours to provide an alternative Carer but will not be responsible for any liability, loss, claim or consequences arising from the failure of the Carer to provide the Service for the Client.
 - 2.5 It is a pre-condition of the acceptance by the Client of the Service that the Client agrees to be bound by the Terms and Conditions of HPC and the Terms and Conditions of Carer.

3. The Service

- 3.1 The Service shall be as provisionally detailed on the Booking Form. Receipt by HPC of the Booking Form will not constitute an obligation on HPC to provide the Service.
- 3.2 On receipt of the Booking Form, HPC will visit Client with Carer to confirm details and will then issue Confirmation of Booking to the Client. The Confirmation of Booking will finally determine the Service to be provided by the Carer to the Client.
- 3.3 Once the Confirmation of Booking has been issued to the Client, no alterations to the Service will be permitted unless negotiated by HPC and accepted by the Carer.

4. Payment

- 4.1 The Booking Fee is payable to HPC within seven days of the issue of the Confirmation of Booking Form and is a condition precedent of the provision of the Service by the Carer to the Client.
- 4.2 Prior to the Service, an invoice for the balance of the fee is issued to the Client for immediate settlement on completion of the Service, by cheque made payable to the Carer but issued to HPC.
- 4.3 In addition to payment of the Fee in terms of the invoice issued in terms of Clause 4.1 hereof, the Client will be responsible for all the following items:-
 - (1) Travelling expenses incurred by the Carer at a rate of 45p per mile where the Carer uses their 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.

6. Client's Property

6.1 The Client's Property as specified in the Confirmation of Booking Form will be in a clean and tidy condition at the commencement of the period of the Service.

6.2 Whilst the Carer will leave the Property in a clean and tidy condition at the end of the period of Service, the Carer does not provide cleaning and / or gardening services during the period of the Service and it is the client's responsibility to provide such normal cleaning and / or gardening services as they would normally engage.

6.3 In the event that any vehicle belonging to the Client is to be used in the performance of the Service, adequate insurance must be arranged by the Client prior to the commencement of performance of the Service and evidence of such insurance arrangements must be exhibited to the Carer prior to commencement of performance of the Service.

6.4 The Client is responsible for notifying any relevant parties such as neighbours, burglar alarm companies, and the police that the Carer is to provide the Service.

[A Letter of Authorisation will be provided by HPC to the Client and this must be given to the Carer at the commencement of the Service.]

6.5 The Carer will be entitled to use the telephone or telephone line 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.

6.6 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.