

Terms and Conditions

Live in Care - Fees are dependent on the complexity of the care needs and the number of days of care provided to you by the self-employed carer and whether night supervision is needed.

Cancellation Notice Period – We require 14 days cancellation notice period. If you cancel your care after 12pm, then the notice period will commence on the following day.

Fees – We require 14 days payment in advance which we will hold in a deposit account, and this will cover the 14 days cancellation notice period. If for any reason the client is hospitalised and you do not require the carer at the premises, then only the agency fee will be charged each week until a carer returns. Invoices are emailed on a weekly basis with the first invoice being emailed before or during the first week of care.

Late Payment Fee – If a payment is not made within 48hrs after the last day of care on the outstanding invoice, a late payment fee of £25 will be incurred each time a payment is late or fails.

Happy House Live In - Is a service to connect clients with self-employed carers to provide in-home live-in care. We check the background for each carer via third party background check services, however we do not guarantee and make no representations regarding the live-in carer's reliability, suitability, or quality. It is the responsibility alone of the individual self-employed carer and not Happy House Live In to determine whether they are qualified or capable of completing a particular placement. References are checked; however, this does not guarantee the future behaviour or character of the live-in carer. It is your responsibility to ensure the protection of you and others personal property. It is your responsibility to supervise your live-in carer as you would supervise anyone that came into your home to provide a service within your home that you did not know.

Live-In Carer's Rights – Live in carers have various rights in accordance with the law which includes:

2 hours break time each day to be agreed between yourself and the live-in carer. It is acceptable for breaks to be banked to give them a longer break if agreed by you and the live-in carer to a minimum of 14 hours per week.

Live in carers are expected to have sanitary living conditions which should incorporate a separate bedroom and suitable toilet facilities.

Food allowance to the value of £35 per week to maintain the live-in carer's health and wellbeing or alternatively a suitable arrangement to be agreed between you and the live-in carer.

Travel allowance to be agreed with the live-in carer to cover travelling to and from the placement.

Bank Holidays, Good Friday will be charged at double the daily rate. Christmas Day, Boxing Day, and New Year's Day will be charged at double the daily rate.

Uncontrollable Events – We will have no liability to you for any failure of the live-in carer to perform the placement you have ordered. We are also not liable for any delay in the live in carer performing the placement that may have been caused by an event or circumstance beyond reasonable control e.g. acts of terrorism, accidents, strikes, natural disasters or failures of the live in carer.

Insurance – Happy House Live In has a £10,000,000 combined liability policy with Pen Underwriting Limited. It is the self employed carers responsibility to ensure they have adequate insurance cover for their own job role.

Feedback – You can provide Happy House Live In with information and feedback on performance of the service which we will take onboard for continuous improvement of the service we offer.

Personal Data – Your information is personal to you and we will keep it safe and confidential at all times. We will never share or sell your information outside of Happy House Live In unless you give us express permission to do so (or it is a legal requirement for Happy House Live In to do so in terms of safeguarding). We follow the GDPR guidelines for your data protection.

Right to Cancel - If you change your mind you have 14 days to cancel the agreement before care commences. If care has commenced, then the 14 days cancellation notice will be initiated.

Use of the Service – You understand and agree that the use of this service is at your sole risk. When you request a live-in carer to perform a placement, you acknowledge that the live-in carer has no authority to make any amendments to these terms. Although we initially vet the background, character and suitability of the live in carer to your given situation, we make no representation or warranty in regards to the quality, reliability, fitness, safety or character of any services provided by your live in carer.

Live in carers - Self-employed carers who are in a direct relationship with the client (you) and not with Happy House Live In and are fully responsible for the care provision that they provide.

Client – The individual receiving the services (rather than any applicable Attorney, Deputy or Guarantor).

Guarantor – means a person other than the customer for e.g. friend, relative who accepts personal liability for paying the fees.

GDPR – means the General Data Protection Regulations (EU 2016/679).

Services – means Live in Carer provided by Happy House Live In that you have chosen to provide the correct level of care for the client's needs, and based on completion of the client information form, the care needs are agreed by yourself and the carer and are then implemented.

Terms and conditions of business are within this document which form part of the care agreement.

Us, We, Our – means Happy House Live In registered in England and Wales at our premises in Worcestershire.

These terms become binding on you and us, and the Care Agreement between you and the live-in carer will come into existence when you explicitly request that we begin to supply services to you or we begin to provide the services to you or whichever is the earlier.

We are not obliged to start the service until the bacs transfer is set up and this must be done within 7 days of agreeing to Happy House Live In providing a self-employed live in carer.

Where services are required for 4 weeks or less, you must pay fees in advance.

You must ensure your home is a safe environment from hazards or illness which may put the live-in carer at risk.

We cannot give financial advice and you are responsible for arranging financial support.

We offer to simplify live in carer's break cover and to remove the worry of having to offer your live-in carer an employment contract or pay for their holidays, sickness, national insurance and pension contributions. Our wish is to be paid weekly with a two-week payment in advance through a standing order to ensure we can meet the needs of you and the live-in carer. The two week advanced payment is not a fully refundable deposit.