

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.thekingfoundation.co.uk** (the "Site"). This Site is owned and operated by King Community Care Ltd. Also Trading as "The King Foundation". This Site is a information, booking appointments & subscribing.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of King Community Care Ltd. Also Trading as "The King Foundation" and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Home Visits.

The services will be paid for in full when services are agreed by the service user & The King Foundation.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: You can cancel your subscription at any time by emailing [info@thekingfoundation.co.uk](mailto:info@thekingfoundation.co.uk).

### **Free Trial**

We offer the following free trial of our services: Because the King Foundation is centred around your needs, your care, your way, we offer a free 2 hour visit trial of our 1:1 personalised package or Respite package.

At the end of your free trial, the following will occur: If you decided at the end of the trial you wanted to continue with our service, you would be issued 1 free on demand visit to be used within 6 months of issuing.

If you find at the end of the trial we do not meet your needs at that time, there is no obligation to continue with our service. We will always welcome you back if you required our services at a later date.

To cancel your free trial, please follow these steps: If you wanted to cancel the free trial at any stage, please call us on 01206 670346 or email [info@thekingfoundation.co.uk](mailto:info@thekingfoundation.co.uk).

### **Payments**

We accept the following payment methods on our Site:

- PayPal;
- Debit; and
- Standing Order.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Right to Cancel and Receive Reimbursement**

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at [info@thekingfoundation.co.uk](mailto:info@thekingfoundation.co.uk) or by post at \_\_\_\_\_. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

#### Effects of Cancellation

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

## **Refunds**

### **Refunds for Services**

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if the services are cancelled by King Community Care Ltd or T/A The King Foundation. No other refunds are permitted except for exceptional circumstances. List of exceptional circumstances includes:

Hospital Admission

Respite Admission

Medical Appointments

Any other exceptional medical interventions.

You may be asked to provide this before processing the refund.

## **Consumer Protection Law**

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

## **Limitation of Liability**

King Community Care Ltd. Also Trading as "The King Foundation" and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless King Community Care Ltd. Also Trading as "The King Foundation" and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and

expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Country of England.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

01206 670346

[info@thekingfoundation.co.uk](mailto:info@thekingfoundation.co.uk)

Blackbird Close, Colchester, Essex CO3 8BG

You can also contact us through the feedback form available on our Site.

Effective Date: 12th day of April, 2025

### **Cancellation Form**

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: [www.thekingfoundation.co.uk](http://www.thekingfoundation.co.uk)

Address: Blackbird Close, Colchester, Essex CO3 8BG

Email: [info@thekingfoundation.co.uk](mailto:info@thekingfoundation.co.uk)

I hereby give notice that I cancel my contract of sale of the following goods or services:

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Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer address:

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Signature (only required if you are returning a hardcopy of this form):

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Date: \_\_\_\_\_