



Homecare Guernsey Terms and Conditions

Please read these Terms and Conditions (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By using our services, you agree to comply with and be bound by these Terms.

Thank you for using Homecare Guernsey.

These Terms constitute a legally binding agreement (“**Agreement**“) between you and Homecare Guernsey, a trading name of Martine Staff (Guernsey) Ltd.

When these Terms mention “**Homecare Guernsey,**” “**we,**” “**us,**” or “**our,**” it refers to Martine Staff (Guernsey) Ltd t/a Homecare Guernsey (“**Homecare Guernsey**”), of Suite 3, 1st Floor, Norman House, South Esplanade, St Peter Port Guernsey GY1 1AN.

Our collection and use of personal information in connection with your access to and use of our services is described in our Privacy Policy.

Definitions of terms:

When the following words with capital letters are used in these Terms, the definitions below will apply:



Care Coordinator: A Care Manager who is Your main point of contact as an existing Client for account related matters.

Audit: A process of data analysis, review and Continuous Quality Improvement that informs our policies, procedures and processes.

Bank Holiday means a bank holiday in Guernsey.

Bank Holiday Rate: Our Bank Holiday rate is twice the non-Bank Holiday Rate. You will be opted in to paying the bank holiday rate for any care sessions occurring on a Bank Holiday.

Cancellation Policy: The rules and procedures concerning cancelled Care Sessions, paused and terminated contracts.

Care Advisors: Office-based advisors who are Your first point of contact regarding provision of home care, accessible typically by phone and email.

Access Group App: An online app that contains historical data collected via the Carer detailing the Care delivered by Carers during Care Sessions.

Care Plan: A live and dynamic clinical document detailing the Personal Care needs and activities of the Care Recipient and tasks performed by our Carers.



The Care Plan is produced and updated collaboratively by the Carer, family, Care Recipient and Care Coordinator.

Care Rate: The amount to be paid on an hourly or daily basis for the delivery of a Care Session.

Care Provider: The provider of care is Homecare Guernsey, a trading name of Martine Staff (Guernsey) Ltd.

Care Recipient/s: The term We use to define the patient, service user, end user or individual receiving Care provided by our Carers.

Care Session: Any period of time where a Carer is delivering care on behalf of a care recipient

Carer Onboarding: The process in which Carers move through before becoming available to deliver Personal Care through the Homecare Guernsey. This includes right to work, criminal and employment background checks.

Carer Profile: The profile of each Carer that exist in our Carer app, detailing a short biography, clinical experience, interests, Disclosure and Barring Service Check and Client reviews.



Client: The person who manages the Care Recipient's account. The Client may or may not be the same person as the Care Recipient.

Care Hub: The Access Group online App that includes services such as Carer list, Messaging, Care Plan, Contracts, Care Journal, and Payments.

Client Onboarding: The process through which We assess Your care needs and how they might be served by Homecare Guernsey. This typically involves a phone discussion with a Care Advisor followed by matching of care needs to Carer Profiles in our Carer List. Client Onboarding will involve an Initial Home Visit from a member of the Homecare Guernsey team to facilitate the creation of a Care Plan.

Clinical Governance: The Policies and Procedures through which oversee and improve the provision of care.

Complaints Procedure: The manner in which You can make a complaint to Us and how we will process, investigate and respond.

Continuous Quality Review: The processes and activities that we engage to improve the quality and effectiveness of our service. For example, risk meetings, audit and feedback



Consent: The care recipient's capacitous agreement to receive personal care (or other assistance) communicated via written, verbal or other readily understood method of communication.

Deprivation of Liberty Safeguards: The legal framework that protects vulnerable individuals, who are typically non-capacitous.

Direct Payments: The funding mechanism provided by the States of Guernsey which permits Care Recipients an allocated budget for Personal Care

Disclosure and Barring Service (DBS) Check: A background criminal records check of the Adult and Children's Barred lists that is a statutory vetting requirement.

Fees: The Monies due to Us in return for the Services provided to You, that support the delivery of care through the Homecare Guernsey.

Frequently Asked Questions (FAQs): An up-to-date list of questions and answers that address common concerns and queries

Health and Safety Assessment: The assessment carried out in each home to ensure it is a safe working environment, safe for the Care Recipient and compliant with Health and Safety Legislation



Martine Staff (Guernsey) Ltd: Our corporate entity which is responsible for our home care service model.

Initial Home Visit: The welcome home visit carried out by our Staff to assess your care needs

Live in Care: The type of care where a Carer resides on a temporary basis in the care recipient's home for a 24/7.

Home Care Guernsey Model: The model of care whereby we act as the provider and Homecare Guernsey Carer employees work to provide care through the provision of regularly reviewed Care Plans and Risk Assessment, clinical support and Account Management.

Mandatory Training: The statutory and minimum requirements for training that Carers delivering our Care Model must satisfy. Mandatory Training is reviewed annually.

Medication Administration Record: The document on which Carers record any medication provided to You as part of our Care Model.

Mental Capacity: For the purposes of The Capacity (Bailiwick of Guernsey) Law (2020), a person lacks capacity in relation to a matter if at the material



time he is unable to decide for himself in relation to the matter because of an impairment of, or disturbance in the functioning of, the mind or brain.

Personal Care: Provision of intimate and sensitive assistance in the Activities of Daily Living, ranging from but not confined to companionship to personal hygiene, washing and dressing and nutrition.

Power of Attorney: The legal role fulfilled by the nominee of the care recipient in relation to finances and health and welfare.

Carers: The term we use to describe our employed carers providing Personal Care through the Homecare Guernsey.

Public Liability Insurance: Insurance that covers the cost of claims made by members of the public for incidents that occur in connection with business activities. Public liability insurance covers the cost of compensation for personal injuries and loss of or damage to property.

Risk Assessment: The process of identifying all the risks to and from an activity and assessing the potential impact of each risk. The Homecare Guernsey clinical team will create risk assessments as part of the Client



Onboarding process for care that outlines and monitors the clinical and other risks to the Care Recipient.

Safeguarding: Ensuring that people live free from harm, abuse and neglect and, in doing so, protecting their health, wellbeing and human rights. Children, and adults in vulnerable situations, need to be safeguarded.

Sensitive Personal Data: personal information about You and in particular Your racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union, medical or physical health or condition, sexuality or the commission or alleged commission of any offence, that is protected by The Data Protection (Bailiwick of Guernsey) Law 2017.

Service/s: The activities provided to you by Us and our Carers during the course of the contracted period, which include but are not limited to provision of Personal Care, Care Advice, Scheduling, Billing, Messaging, Care Plan, and Risk Assessment.

Schedule: The timings of Care Sessions agreed at the outset of the contract and modified in discussion with Us. Homecare Guernsey office will assist with scheduling of our Care Model.



Statutory Breaks: Live-in carers are entitled to a 2-hour break in each 24 hours period. See Breaks further down these Terms and Conditions

Us, We and Our: Meaning Homecare Guernsey a t/n of Martine Staff (Guernsey) Ltd.

You: A Client of Homecare Guernsey

1. General Terms of the Homecare Guernsey Model of Care.

1.1 About the Homecare Guernsey model of care

1.2 Our Service to You

The Homecare Guernsey Model of care covers the following:

- Initial assessment of Your care needs by Our Care team via phone and or email.
- An Initial Home Visit and Care Assessment
- A Risk Assessment and Health and Safety Assessment of Your home
- Provision of a bespoke Care Plan
- Provision of Personal Care by Our Carers
- A dedicated Care Coordinator for support.
- Use of our Access Group App – containing scheduling, contracts, messaging and billing tools



- Real time updates on care provision via Our Access Group App.
- Account Management and dedicated Customer Service for account and billing enquiries and rota management

1.3 The Homecare Guernsey Model of Care process

Our Care Advisors will assess your needs over the telephone to determine your suitability for the Homecare Guernsey Model of care.

We will conduct an Initial Home Visit or visit you in Hospital or any other suitable location and prepare a Care Plan and discuss Your care requirements before We commence the Service. This will be completed by a suitable person from our office. In emergency situations we endeavour to do this at the earliest opportunity.

The Care Plan is a legal document accessible to the Client that has certain statutory requirements attached to it:

- It must be reviewed periodically.
- It is a live document subject to regular amendments by Us in collaboration with You
- It may be subject to Audit and review as part of process of Continuous Quality Review.



- We endeavour to keep this information confidential.

We will conduct a home risk assessment of your needs and health and safety assessment to ensure your Home is safe as a workplace for a Carer.

We will exercise reasonable care and skill to meet Your individual needs and preferences as set out in the Care Plan and to provide suitably trained, sufficiently skilled, experienced and competent Carers to provide the Service.

Our carers will work to the best of their ability in accordance with the Care Plan.

If You are unable to express Your preferences as a result of impaired or lack of capacity (in accordance with The Capacity (Bailiwick of Guernsey) Law 2020. We will discuss and agree Your care and Your Care Plan with a relative or other authorised representative and act in accordance with Your best interests.

1.4 Medication Administration Policy

Our Carers are made aware that they will only assist you with medication when authorised to do so and agreed as part of the Care Plan. All medication should be made available in their original packages and dosset boxes arranged



by the pharmacist. The Medication Administration Record (MAR or eMAR) will be completed on each visit (or, if less, once a day) by Your Carer.

1.5 Limitations of service

All the tools provided by Homecare Guernsey for our Care Model are used at the customer's own risk and there is no guarantee that these tools will work optimally, not be subject to downtime, or removed from service at any point in time. Homecare Guernsey does not accept any liability for losses or damages caused by the temporary unavailability of the service or technical errors.

Homecare Guernsey disclaims any liability for controversies, losses, injury, accidents, claims or damages arising out of the use of the online tools it provides, the engagement of carers or the provision of care services by carers.

2. Live-in Care Requirements

2.1 Live-in Care Facilities

Live-in Carers have various legal rights which include (without limitation) the following:

-provision of a separate bedroom for them with suitable bathing and toilet facilities which are clean and in a good state of repair.



-Carers; require the provision of ample food and clean bedding as well as adequate cleaning materials and PPE to carry out the Service properly.

We will discuss these requirements with you in detail and record these in your Care Plan.

2.2 Live-in Break Provision

Live-in Carers require a minimum 2 hours break per day. This time off must be within daylight hours. If agreed between the Client and the Carer at the time of assessment some of these hours may be banked to provide longer periods of time off on fewer days, but the minimum provision must be 14 hours over a 7-day week.

If the Care Recipient is unhappy or unable to remaining alone for any period during which the Live in Carer has their break, then We will be happy to discuss alternative arrangements as part of your Care Plan. Additional cover during a live in Carer break may incur additional charges.

2.3 Expenses

Carers are advised that any re-imbursements must be supported by receipts of payments and must be pre-approved by the Client.

2.4 Night-time Wakes



The occasional short night wake (15 minutes or under) is included in your selected package of care, if night wakes requiring the services of the Carer rise above 5 in any 7-day period then we reserve the right to charge an additional fee based on the pro-rated rate.

3. Homecare Guernsey Carers

All Our Carers have been through our Carer Onboarding process, which includes telephone and face to face interviews, 2 employment references, Enhanced DBS checks, Right to Work in Guernsey check, and mandatory training.

3.1 Vetting and background checking of carers

Homecare Guernsey makes reasonable efforts to check the identity and information provided by carers. This includes visual checks of:

- Identity documents to confirm the right to live and work in Guernsey.
- Stated qualifications and training certificates where available.

On joining the Us, Homecare Guernsey will confirm a carers current DBS status by using the DBS update service. Where carers are not subscribed to the update service, Homecare Guernsey performs a new DBS check via Guernsey Vetting Bureau. In addition to DBS and right to work checks,



Homecare Guernsey conducts personal verification checks with 2 previous employers. Our Carers will also undergo statutory training and are subject to performance reviews.

3.2 Matching a carer to your Care Plan

We will endeavour to match a named Carer to You each time We provide the Service to You. However, sickness, availability and unforeseen events may require us to match you with an alternative Carer. We will endeavour to give You as much advance notice as circumstances allow. For periods of our Carer's leave, Homecare Guernsey reserve the right at its sole discretion to provide a Carer We adjudge to meet your care needs for periods of limited cover.

In the event that it is necessary for a Carer to attend Your home at a different time and/or day to that agreed, We will give You as much notice as possible.

Our Carers are not permitted to carry out certain tasks, including the following:

- heavy lifting of any kind, including lifting or moving You without appropriate equipment or a sufficient number of people to assist
- household maintenance (including DIY tasks)



- buying or recommending any over-the-counter preparations such as aspirins or cough medicines
- any other tasks which they are not allowed to carry out pursuant to any applicable laws, regulations or policies

4. Fees and Billing

4.1 Carer Rates

Carer rates will be agreed with you at the start of the contract. The Care Rate may vary according to the matters not limited to, complexity of care, specialist skills, manual handling requirements, and seniority of the Carer.

The Care Rate may be subject to change if We detect material changes in the care need. This will be communicated to You prior to any changes being made and a new contract will be created.

4.2 Billing Cycle

You will be billed at the beginning of each week, for the care that will be delivered in the **following week**, depending on your preferred payment method.

Our preferred payment method is direct debit. On setting up a contract you will initially be billed for two weeks of care to synchronise with the payment



cycle.

4.3 Bank Holiday Charges

Homecare Guernsey will automatically apply a double charge to any Care Session occurring over a statutory bank holiday.

4.5 Fee reviews

We retain the right to review and increase our Fees for the Service on an annual basis.

We also retain the right to increase our Fees at any other interval if:

- we incur unforeseen costs of providing the Service such as increased cost of labour, materials or overheads
- a change is necessary in order to comply with any applicable regulatory or statutory requirements

5. Cancellations, Pausing, Termination, Withdrawal of Service and Carer Holidays

5.1 Cancellations



You can cancel the Service at any time (and for any reason) within 14 days of the date of this Agreement (the “Cooling Off Period”). If any Care Sessions have occurred within the Cooling Off Period, You are required to pay for these Sessions.

To exercise the right to cancel you must inform Us of your decision to cancel this contract by a clear statement in writing.

In instances where an ongoing contract is in place and care has been for more than 28 days, it is our policy that a client must give two weeks (14 days) notice to terminate a contract to allow both parties to make alternative arrangements.

If a Client cancels a contract within the 14-day notice period, Homecare Guernsey reserves the right to retain collected funds in order to provide an element of income protection to the carer.

If a contract is cancelled within the notice period, Homecare Guernsey reserves the right to retain collected funds in order to provide an element of income protection to the carer.



These amounts shall be payable by You by reason of the inconvenience of not giving the appropriate notice, and to cover the Carer for loss of income in addition to our administration costs in planning the Service to You.

It may be necessary for You to cancel one or more of your booked visits. For live in care We require 7 days' notice of such a cancellation, to be given during office hours. Failure to do so will result in the full charge of the visit being levied, to cover the Carer's loss of income. Cancellation of such visits must be reported to the Homecare Guernsey office and not to our Carers.

If You turn away a Carer at the door or shorten the visit, for any reason, You will be charged for the full time booked for that Carer. We will use our best endeavours to provide an alternative Carer if so required.

If Your visits have to be cancelled due to a medical emergency i.e. hospitalisation, then no charge will be made.

5.2 Pausing the service

If You pause the service for a period of time, We cannot guarantee that the same Carer will be available to attend Your home when You resume the Service.

5.3 Our termination of the service



We may terminate this Agreement:

- By giving 14 days' written notice for any reason
- After giving 7 days' written notice that You have failed to pay the Fees.
- After giving 7 days' written notice that We are unable to meet Your needs.
- If you decide to go private with our Carer. Going private with our Carer will automatically attract a transfer fees of which an invoice will follow.

This Agreement will terminate immediately in the event of the Care Recipient death. For the avoidance of doubt, The Care Recipient estate will remain responsible for paying any outstanding fees.

5.4 Withdrawal of Our Service

We take the safety of our Carers seriously and safety is our paramount concern. We will not tolerate anti-social behaviour, verbal abuse, intoxication with alcohol or other psychoactive substances. In the event that this occurs, we reserve the right to withdraw Our Service.

In the event that the Client/Care Recipient is unable to capaciously manage their financial affairs, and no third party is able to take on this role, we reserve the right to withdraw Our Service.



5.5 Carer Holidays, Notice Periods and Minimum Leave Periods

Your Carer will work on a 3 weeks or 4 weeks in and 1 or 2 weeks away. During their absence a cover Carer will be provided by Us.

6. Feedback and customer reviews

You will be asked to leave qualitative and quantitative feedback on your care experience. Feedback should be provided honestly, and you must not attempt to falsify, manipulate or coerce a carer by threatening negative feedback.

Any attempts of a carer trying to influence you in our feedback or trying to change your opinion unduly should be reported to us. We reserve the right to remove any defamatory, abusive or offensive feedback at our discretion but are not obliged to do so. You agree to providing an exclusive and perpetual right for Homecare Guernsey to publish these reviews.

7. Quality assurance and background checks

By using this site or service you authorise Homecare Guernsey to carry out any relevant background checks and audits at a time of their choosing. Homecare Guernsey reserves the right but not the obligation to use a third party to scan your personal information on an ongoing basis against a variety of sources which may include, but are not limited to; credit checking, sex offender



registries, social media, criminal registries and other legally available databases and resources.

Homecare Guernsey has no obligation to perform checks and releases all liability associated with result from checks.

8. Safeguarding Policy

We take the welfare of vulnerable adults seriously and comply with all relevant legislation including the Safeguarding of Vulnerable Adults Act.

In instances where we deem a “vulnerable” adult is at risk of exploitation, abuse or any type of harm and we have received evidence to indicate this the case, we will comply with this legislation and refer the relevant parties to HSC’s Adult Safeguarding Team.

9. Complaints Policy

Homecare Guernsey takes all customer complaints seriously and is committed to learning from mistakes and improving our service for both current and future Clients, Care Recipients and Carers.

If you have a complaint, please send via email to support@homecareguernsey.gg as soon as possible to the related incident.



We will normally respond within 48 hours (i.e. two business days). We will investigate any matter referred and take appropriate action where necessary.

If you have concerns regarding the performance, behaviour or competence of a Carer, we will investigate the matter and may take proportionate action ranging from verbal and written feedback to account suspension. We are unable to consider complaints any further than **1 (one) week** after the alleged incident.

10. Insurance & liability

Subject to various exclusions below, We are responsible for loss or damage that is a foreseeable result of Our breach of this Agreement or Us failing to use reasonable care and skill. We are not responsible for any loss or damage which is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this Agreement.

Nothing in this Agreement limits or excludes Our liability:

- for death or personal injury resulting from Our negligence or the negligence of our employees, sub-contractors or consultants



- for any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation
- for breach of Your legal rights in relation to the Services
- for any other matter for which it would be unlawful to exclude or limit Our liability.

If, during the provision of the Services in Your Home, We cause any damage to your Home. We will make good any damage save for where such damage is caused as a result of any pre-existing fault or damage or the provision of any faulty equipment by You.

At all times during which the Services are being provided you will ensure that you have in place suitable building and contents insurance to cover accidental damage to Your Home or its contents. Where the Services include Our Carers driving Your motor vehicle, you will ensure that you have suitable motor insurance to cover damage caused by the use of the motor vehicle by the Carer to passengers, Your vehicle and / or third parties or their property.

11. Force Majeure/ Events outside our control

We will not be liable for any failure to perform or delay in performance of any of our obligations for any reason outside of our reasonable control, such as



Acts of God (for example, riot, civil commotion, fire, flood, fuel shortages, strikes or labour disturbances and transport disruptions whether involving Our Carers or any other party). All reasonable endeavours, in such an event, will be made to ensure provision of care continues while the interruption occurs. We will not be liable to You for any loss You may have suffered and/or cost You may incur as a result of the interference or interruption.

12. Gifts and payments

The Carer shall not be permitted to accept any gifts or tips. Please do not leave any items or money to the Carer (or any other person employed or engaged by Us) in Your will.

13. Other Notes

We may vary these terms and conditions from time to time depending on changes to our services. We will update you as and when this occurs.

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.

The Agreement, these Terms and Conditions and the Care Plan constitute 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 care.

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).

Unless We agree with You otherwise, any notice required to be given to Us under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by courier. Any notice required under the Agreement shall not be validly served if sent by other means.

14. Governing Law

The terms and conditions and any dispute arising out of Our service shall be governed by and construed in accordance with the law of Guernsey. The courts of Guernsey shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or in connection with this service.