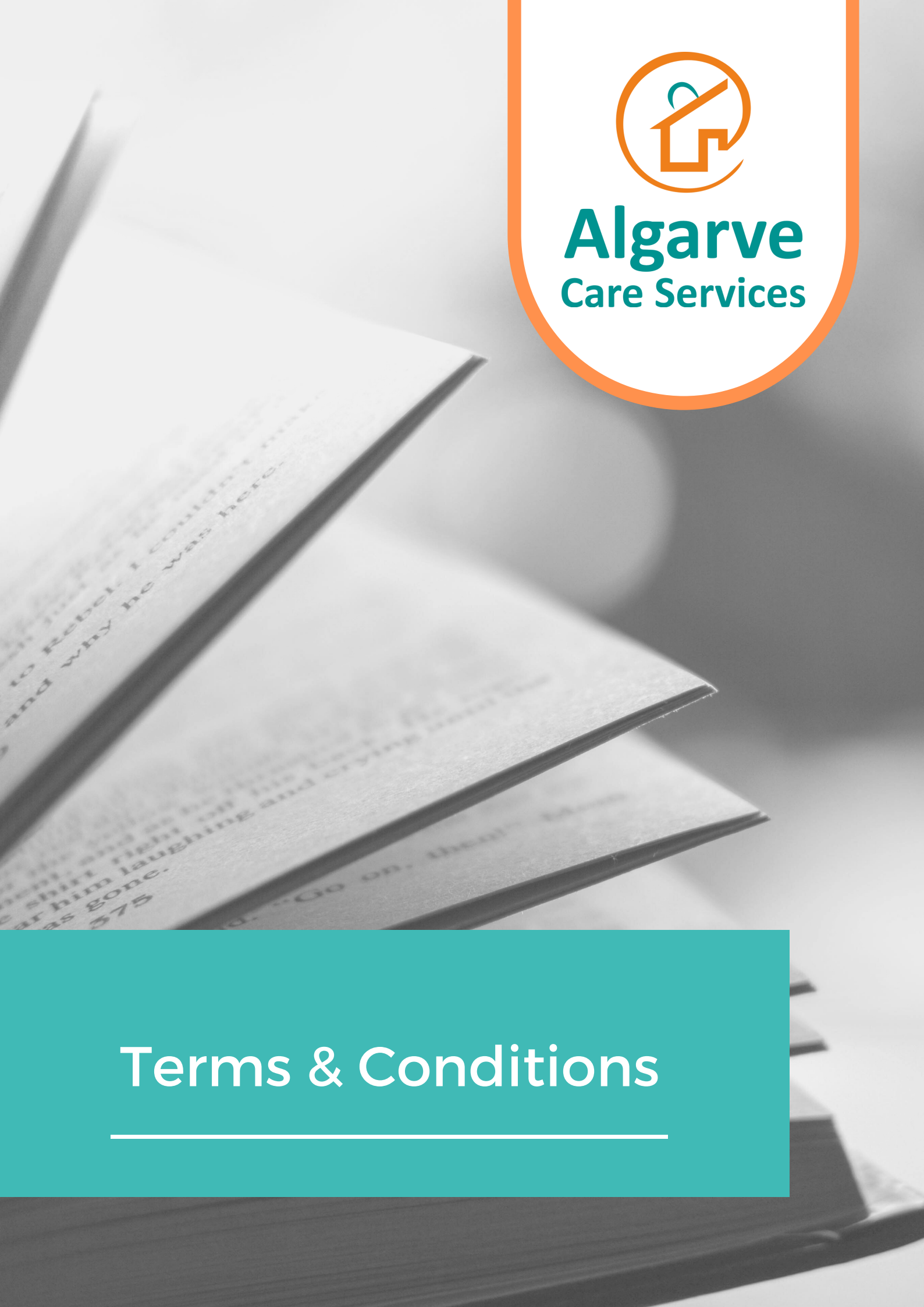

Algarve
Care Services

Terms & Conditions

Algarve
Care Services

This document summarises and contains the full Terms and Conditions of how we will provide care to our customers.

In line with our values and to promote openness and transparency, we have highlighted our key terms and how they directly affect you.

The other information is just as important so please read this booklet in full.

If you have any questions in relation to any of the information provided, please contact your Care Manager who will be able to explain the information in further detail.

Thank you for choosing Algarve Care Services, we look forward to building a great working relationship with you.

Yours Sincerely

Kelly Harper
Chief Executive Officer

About Algarve Care Services

Algarve Care Services is a trading name of Happy Together LDA, registration number 515572500, a business registered to deliver activities under Care of the Elderly to people who reside permanently or temporarily in Portugal.

In this Agreement, Algarve Care Services is referred to as the“agency”, “we”, “us”, “our” or “ACS”.

About this information

This document sets out our general terms and conditions that will apply if you decide to accept the provision of personal care services from us.

This Agreement may be amended from time to time to reflect changing circumstances and operational requirements affecting our business. You will be given at least one week’s notice of any changes to the terms of this agreement and the amended terms and conditions will then apply.

The following Terms & Conditions apply to all our Care Packages

1. OUR CHARGES

1.1 Method of Payment

We will agree a fee with you in advance, based on your choice of the following services and your individual needs:

a) Personal Care Services as per 2(a) and 2(b) below
b) Nursing Care Services as per 2(b) below

You will be invoiced as agreed with us and stated on the Care Service Agreement. Your invoice is payable by bank transfer or by PayPal in advance of your care package being delivered. Please note, if you are using PayPal to make your payment, you will be charged 4% of the total amount of your invoice to cover processing fees charged to us by PayPal. These fees will show on your invoice as PayPal Fee Cover

1.2 Increase in Charges

Generally speaking our fees are reviewed in April each year. You will be given at least one weeks' notice of any increase in the fees we charge, which will apply from the end of the notice period.

1.3 Increases/Decreases

The fee agreed with you at the date of commencement of the Care Service Agreement is subject to a "fair usage policy". This means that the fee may increase immediately if the client requires more Care or Nursing hours per day on an on-going basis with immediate effect, either as a result of the client's personal wishes or care needs. At this stage, ACS will review and agree the care package and agree any increase in costs involved with the client/ responsible person within 24 hours of the care package changing.

1.4 Charges during periods of temporary absence from your home

Charges apply only in the case of a permanent or live in care package with regular weekly hours in place. The full fee applies during the 10 days of any temporary absence (for example due to holiday, visiting relatives/friends or hospitalisation). If the temporary absence exceeds 10 days, no fee will be charged from the 10th day until you have returned home and care is resumed.

1.5 Public Holiday Payments (Scheduled and Live in Care Packages Only)
With the exception of Live in Care packages, services provided on a Portuguese National Holiday, Christmas Day and New Years Day will be charged at double time and shown on the client's invoice as a Public Holiday Payment. Where possible, the client can rearrange care services provided by ACS if they fall on a National Holiday at no extra cost. Notice of no less than 7 days prior to when the holiday is required if services need to be rearranged. If the client chooses to cancel the service on a National Holiday, they will be charged at the normal rate.

1.6 Administration and Travel Charges
Admin fees and Travel are combined together and charged at €25.00 per week for a and will show on the client invoice as "Administration Fees".
Additional mileage charges will apply if the client requests to travel using the Care Associates vehicle during the visit. Additional mileage is charged at €0.36 per km and will be invoiced separately to your contracted care fees.

1.7 Extra Hours Delivered in Addition to Contracted Hours
Where the Care Associate delivers the services, for longer than originally planned (at your request or in an emergency), we will charge the additional time at the same hourly rate as your current care arrangement calculated in accordance with our service tariff.

The invoicing period for extra hours are as follows:
Period 16th of the month to the 15th of the following month payable within 7 days of invoicing

1.8 Payment Periods
Where Care Services are due to be delivered for 4 weeks or less, you will be required pay the fees in advance. These fees are refundable if you cancel this agreement in accordance with clause 1.10. For Services due to be delivered for more than 4 weeks, we will invoice you monthly in advance of care delivery unless agreed otherwise. If you believe there is an error on your invoice or you are unable to make a payment on time, you must contact us to inform us of the issue without delay.

1.9 Late Payment/Non Payment of your Care Services
If you do not pay within the due date as stated on the invoice, we may offer a short period of grace if you inform us and keep us updated of your situation. However, consistent late payment or non-payment of your invoices could lead to one, some or all of the following being imposed:

- A €25.00 late payment charge being added to your invoice after 3 days
- Suspension of services until outstanding sum is paid
- Termination of the Care Service Agreement with immediate notice
- Engaging a Debt Factoring Company to collect the fees on our behalf
- Taking legal action to recover the fees

1.10 Cooling Off Period
You have 7 days from commencement of care or 2 care visits, whichever is the greater period, to decide if your care plan is right for you. If you chose to cancel your Care Service Agreement, please inform the office after your 2nd care visit or within 5 days of your care commencing, in writing by email to **kelly@algarvecare.com** or by letter addressed to our Head Office location. You will be refunded within 45 days the full amount of your first payment minus any care hours that have been delivered, attendance fees or other costs due.

2. CARE SERVICES PROVIDED

2.1. Care Services cover the following assistance
(1) Care relating to personal hygiene and toileting.
(2) Assistance with feeding, eating and drinking.
(3) Promotion of continence and management of incontinence.
(4) Assistance with mobility and transfers, including help with getting up and going to bed.
(5) Promotion of independence, dignity and respect and social interaction.
(6) Shopping, errand running, outings and appointment assistance
(7) Light supportive household duties*, assistance with household administration. **

*If regular household cleaning and maintenance is required you must engage the services of a specific cleaning company that will provide this service for you in greater detail and capacity.
**We are unable to offer legal advice, act on your behalf or comment on your personal situation in any capacity when supporting you with household administration. The use of your credit/ banking cards or online banking details are also strictly forbidden by the Care Associate unless you are present. Our Care Associates will never ask you to share your passwords. Please do not share your password for either your cards or your online banking with anyone.

2.2 Nursing Services are available and cover the following assistance
Provided through our Nursing Associate Team who deliver Nursing Services on behalf of ACS as and when required. They cover:
(1) Administration and monitoring of medication.
(2) Dressings.
(3) Injections.
(4) Feeding requiring nursing skills.
(5) Pressure injuries.
(6) Specialist incontinence management.
(7) Prosthesis management and appliances
(8) Palliative and End of Life Care Medical Care
(9) Specialist Health Services such as Physiotherapy, Chiropody, Speech Therapy, Diet and Nutritional Intervention
Private Nursing Plans can be set up at your request.

3. CARE PLANNING

3.1 Initial Assessment
In the first stages of working together with ACS, a qualified Nurse/Team Member will visit the client to complete an initial assessment of their healthcare history, needs, requirements and choices, this will create a care plan. Care will commence once the plan has been agreed and signed off by the client or their representative and payment has been received.

3.2 On-going amendments:
Algarve Care Services may make changes to the care plan during review periods or as the need arises. The client or their representative will receive the latest version every three months.

3.3 Photographs:
Algarve Care Services is obliged to hold a profile photograph of the client for identification purposes and care records.

3.4 Procedure on Death:
Algarve Care Services will take full account of the known wishes of the client and family, as notified at the time of the most recent personal assessment.

3:5 Client Data
All data recorded is stored in a system designed specifically for the use of operating Client Care Services and storing private and confidential client information. Data is stored for the sole purpose of providing the correct service to the client and only retained for the purpose of compliance within the law in Portugal.

3.6 Allocation of Carers

You will be provided with a small team of Care Associates that will become familiar with you, your environment, your care requirements and care plan and also liaise with your family where necessary. Our Associate Teams are recruited and trained based on their ability to provide the Home Care and Nursing Services that we are contracted to provide for you. Our Associate teams are not directly employed by the business and work solely on a self-employed basis.

You will be given the opportunity to state whether you prefer a female or male Carer. We will always do our best to ensure that your preference is met, however, we cannot guarantee this, this is particularly so in emergency call-out circumstances.

We will always ensure continuity of your care and will stick to your allocated care team where possible however, it is inevitable that from time to time, with or without notice, a different carer or nurse will undertake your visit or the Team Members may change. This may happen, for example, because your usual Team Member is on holiday, unwell or is moving location.

3.7 The Care Associate

We will ensure we provide you with a suitably skilled Care Associate that has been fully screened and checked to deliver your care, in return our expectation are:

- The Care Associate must be treated with respect and dignity and spoken to in a way that reflects a clear understanding of your care needs and requests in a personable manner. Any failure to do so will be a significant breach by you of the Care Service Agreement and our Terms and Conditions as a business.
- You must provide the Care Associate with suitable and adequate stocks of products and protective clothing and equipment (PPE) at your expense to allow the Care Associate to provide the services you require in a safe, effective and risk free way.
- You must provide the Care Associate with access to any existing internet connection you have in your home. If you ask the Care Associate to use your telephone or internet connection or agree to such use, or the Care Associate must use them in an Emergency, we will not be responsible for any cost incurred.
- You must provide a clean, safe and maintained environment for the carer to work in. Where the environment presents one or several risks to our Care Associates or compromises the quality of the care support we can offer you, we may request at any time that maintenance is carried out to fix, replace or alter things to resolve the problem with all costs charged to your account or paid for by you directly. If requests are not met we have the right to suspend our services or seek an alternative arrangement until such time the problem is resolved.

3.8 Prohibitions of The Care Associate

The Care Associate is not permitted to:

- Offer advice or counselling in relation to financial, legal, personal or family matters
- Disclose company sensitive information that is classed as private and confidential in regards to you or any other Client, Employee or Associate member
- Borrow money from you or your family members or lend money to you or your family members.
- Smoke, drink alcohol or take prohibited drugs inside your home whilst delivering services or during a break period. The Care Associate must ask your permission to smoke outside of the house and must use allocated areas and ashtrays when taking a break.
- Leave the visit early without prior permission of the Care Manager.
- Accept gifts or gratuity by way of cash, items of value, legacies, holidays or donations.
- Offer care services on a private basis either in replacement or in addition to services provided by ACS
- Use your vehicle unless it is registered, insured and legal to drive in Portugal and carries a regular maintenance log book.

4.COMING INTO YOUR HOME

4.1 Access To Your Home

4.1 Unless you have cancelled your service, our Care Team will expect you to be at home when they normally provide your care. If you do not open the door, the Carer Associate will naturally assume that it is because you are unable to do so and that you need help. In these circumstances, in order to ensure your safety, we will use the key to gain entry to your home.bn If we are unable to access your home via the entry door and we believe you are hurt or unconscious, we will contact the Emergency Services and seek other ways to gain entry to your property in a lawful way. ACS will not be held liable for any damage, costs or claims caused when trying to gain entry into your home to assist you in an emergency.

4.2. Key -Holders

By signing the Care Service Agreement, you authorise the agency's Management Team to hold keys to your home or fit a key safe with access code at the entry to the property for the sole purpose of gaining entry to your home to enable the Care Associate and Associate Nursing Team to assist you and deliver your agreed care and support services.

4.3 Unattended Access In Your Home

If required, the care team must gain prior consent from the client or the client's representative if they need to access the house without the client or their representative being present, provided that the purpose of this is agreed and in line with any care and support services.

5. CALLING EMERGENCY SERVICES

By signing the Care Service Agreement, you authorise the Associate Team Member to call the Emergency Services to attend to you whenever the Team Member considers it necessary to do so, even if at the time you instruct the Team Member not to do so. If this results in you being charged for the call out or any services provided, these charges will be your responsibility.

6.CHANGES AND TEMPORARY CANCELLATION OF YOUR CARE SERVICE

If you wish to change your Care Service Agreement, you must advise us in writing or by telephoning us on **00351 920 419 239** giving at least 2 weeks notice in advance of the change of your contractual agreement to avoid charges, the charging structure outlined in clause 1.4 above will apply in this circumstance. Your care package will be reviewed by the Technical Director and Care Manager at regular periods or when required with or without notification. In the instance that ACS is required to change the care package then you will be advised in writing with at least 14 days notice of change or cancellation.

Please note whilst we can increase your allocated care hours, we are unable to decrease the care hours until the end of the contracted period.

7.PERMANENT CANCELLATION OF YOUR CARE SERVICE

Permanent or Live in Care Contracts cannot be cancelled prior to the end of the contracted period. If you wish to cancel your care package once your contracted period ends, you must notify us in writing giving a minimum of 2 weeks notice prior to it ending.

If you cancel prior to the end of your contractual period, payment for the full term of your contractual period will be due regardless. In the event of the death of a client, the contract will be terminated on the date of death occurring and any overpayment made will be refunded within 90 days. You may be charged up to 48 hours after death to conclude any outstanding matters involving our services.

In the instance that ACS wishes to cancel the care package, we will notify you with our reasons and when we plan to terminate the contract in writing with at least 14 days notice of cancellation.

8. LOSS OF OR DAMAGE TO YOUR PROPERTY AND POSSESSIONS

It is very easy to mislay possessions and occasionally you might break something and forget about it. Sometimes forgetfulness can lead to misunderstandings. For this reason, we have a firm rule that **WE DO NOT ACCEPT LIABILITY or RESPONSIBILITY** for any breakages or mislaid possessions unless there is undisputed evidence that this was caused through the fault of our Care Team.

Should you have valuable items in your home that you wish to protect, we strongly suggest a suitable contents insurance policy is in place and where necessary remove precious or expensive items and store them in a safe, secure place.

9. INSURANCE

Algarve Care Services carry full Public Liability Insurance that covers both our clients and our Employed Care Team. The Carers provide their own Accident at Work insurance however, this does not cover your personal property, including your home itself, items in your home or your vehicle or any obligations you may have to third parties. We suggest you have Home Contents Insurance in place to cover the loss or damage of any valuable, personal items. **We will not accept liability as a company for losses, costs, damages, claims or expenses that you incur to your belongings**

10. COMPLAINTS PROCEDURE

Our reputation depends on our consistent provision of high-quality care. However, despite our best efforts, sometimes things go wrong. We want to know quickly if you, your family or your representatives are dissatisfied with any aspect of the Home care and Nursing Services we provide for you. We have a complaints procedure which should be followed to make a complaint, please speak to your Care Manager first to give us the best chance to resolve your issue.

11. DATA PROTECTION

In order to provide Home Care and Nursing Services for you we need to hold certain records about you. Your (or your representatives) signature on this agreement constitutes your expressed consent for us to hold this vital information and use it for the purpose of your safety and providing the correct care services for you. You have the right under the Data Protection Act to ask to see a record of the information we hold about you. We will comply with all our obligations under GDPR Law and will respond to your request within the prescribed period.

12. GIFTS, TIPS AND GRATUITY

Algarve Care Services do not allow members of our care team to accept gifts, tips or gratuity in any form whatsoever directly from the client. This constitutes as gross misconduct and can result in dismissal for employees or the termination of service for Associates and Contractors.

13. PERMANENT ENGAGEMENT OF CARERS

We take pride in recruiting the very best people to take care of our clients. Over time we invest a lot of money into their training, development and supporting them however we possibly can, we really value our Care Associates and we would like to think the feeling is reciprocated by them. We would like our clients to understand and respect our commitment to this.

If the client or their representative wishes to engage the Care Associate in direct employment rather than through ACS or introduce him/her to a third party for direct employment either during the delivery of services to you or once your Care Service Agreement has expired, the following conditions shall apply:

The client or their representative will notify Algarve Care Services immediately in writing of their offer of direct employment to the Care Associate. The client or their representative will honour their contracted care period prior to engaging the Care Associate directly in employment.
The client will pay Algarve Care Services the sum of **€5,000.00 or 25% of the value of the current contract,** whichever is higher in value as a Finder's Fee for engaging the Care Associate in direct employment. This represents reasonable costs to us losing a valued Care Associate as well as the costs incurred by us in recruiting, training and replacing the Care Associate within the team.

To discourage "poaching practices", if the above procedure is ignored and the Care Associate is secretly engaged in direct employment without the knowledge of ACS, in order to recuperate loss of revenue, the following penalty fees will be charged in addition to the above engagement fees:

- **€10,000.00** will be paid by the client to ACS in the event the client engages the Care Associate to work for them directly within 12 months of the Carer leaving ACS.
- No refund of the transfer fee will be paid in the event that the Engagement of the Care Associate subsequently terminates or in any other circumstances whatsoever.

14. IMPORTANT INFORMATION FOR CLIENT'S REPRESENTATIVE
If you are the representative of the client and sign this Agreement on the client's behalf, the terms and conditions in this agreement will apply to you in the same way as they apply to the client. You will be personally bound by these terms and conditions unless you have signed this agreement in the capacity of:
A) The client's validly appointed attorney/lawyer under either an enduring or lasting power of attorney and that power of attorney remains valid; or
B) The client's validly appointed receiver.

If you are the client's validly appointed Attorney/Lawyer or Receiver at the time of signing this Agreement, it is your responsibility to ensure that your appointment remains valid. If your appointment as the client's Attorney or Receiver ceases to be valid, you will immediately become personally responsible for the client's obligations under these Terms and Conditions.
Where you are not the Client receiving care (or their, Lawyer or Receiver), it is important to understand that you acknowledge and agree that you are responsible for paying our fees in accordance with these terms and conditions. You agree that your obligation to pay our fees is a primary obligation (not a guarantee), and if the person receiving the services does not agree to pay, you will pay all outstanding fees owed without us having to recover the fees directly from the client.

15. YOUR RIGHT TO CANCEL THE CARE SERVICE AGREEMENT

You may cancel your Care Service Agreement with immediate effect by giving us written notice if:

- we breach the Care Service Agreement Terms and Conditions in any material way and we do not correct or resolve the situation within 14 days of you asking us in writing.
- We go into liquidation or an administrator is appointed over our assets.
- We attempt to change these Terms and Conditions without giving you the agreed notice as stated in clause 7 and Clause 16
- We are unable to provide the service because of an event outside our reasonable control.

16. OUR RIGHT TO SUSPEND SERVICES OR CANCEL THE CARE SERVICE AGREEMENT

We may suspend the care Services with or without notice if:

- You fail to pay your invoice or any arrears on time
- You fail to provide us with information or documentation that has been requested either as a legal or mandatory requirement including disclosure of information about your health or your care needs.
- We reasonably believe there is a significant risk of harm to the Care Associate
- You breach your Care Service Agreement by way of :

  A, Refusing us and/or the Care Associate access to your property to deliver the services

  B, physically or verbally abusing the Care Associate or

  C,subject the Care Associate to sexual or racial harassment, present aggressive and/or confrontational behaviour during extreme alcohol consumption or otherwise, demonstrate generally unreasonable behaviour or request/demand the Care Associate takes part in unreasonable or illegal activities.

17. EVENTS OUTSIDE OUR CONTROL

If an event outside our control affects our provision of the services, we will contact you as soon as reasonably possible to notify you:
Our provision of services will be suspended for the duration of the event and we will notify you as soon as possible when we are able to restart activity as soon as the event is over.
In any event outside of our reasonable control:

- We will not be liable or responsible for any failure to perform, or delay the performance of any of our obligations under the agreement that is caused by an event outside of our control.
- Whilst our Care Associates will use all reasonable efforts to deliver the services in accordance with your schedule and your care plan, we will give you as much notice as possible if we are unable to meet your needs on any occassion or if we need to change the time or duration of the visit for any reason.
- You must not rely on the Care Associate or any other non medically trained member of staff to advise on medical services or information or perform medical procedures. Only of your Care Associate has received the correct training are they allowed to perform Cardiopulmonary Resuscitation (CPR) and only under the guidance of the emergency services and providing they feel comfortable to do so.

18. LIVE IN CARE

18.1 Food Provision

You must provide food (minimum €35 per week) and cooking facilities for the Care Associate to use during rest periods and whilst they are providing services to you. You must take into consideration any reasonable dietary requirements of the Care Associate which we will notify you of.

18.2 Maintaining Equipment

You must provide and maintain any equipment necessary to deliver the services in your home.

18.3 Accommodation Arrangements

You must provide a suitably furnished bedroom for the Care Associate with access to a bathroom and toilet facilities. You must also provide sufficient, clean bedding and linen for the Care Associate to use.
The Carers bedroom must be for the Care Associates sole use, with a lockable door where possible and you must respect their privacy and the personal nature of the Carers property.

18.4 Rest Breaks
Our Care Associates must receive adequate rest breaks with one 60 minute break during the day. The carer must also be allowed a continuous respite period for no less than 9 hours in any 24 hour period. This is normally taken during the night but can be discussed and agreed to suit your care needs.

18.5 Additional Support
We often find that family or friends are willing to assist during shorter break periods in the day however, if you are unable to be left alone and require additional cover from another member of our Care Team, or we reasonably believe you require a second carer during ANY period of rest, we will, where possible, arrange suitable cover. The extra support required will be discussed with you in advance and charged at the agreed rate in line with our service tariff. Please speak with your Care Manager.
Please note your fees for live in care do not include the cost of providing another Care Associate to cover during your Primary Carers rest break, you will be invoiced separately for these charges.
We reserve the right to arrange a second Carer to attend your home to deliver the services if it is assessed that your primary Care Associate cannot complete their work safely without risk, this includes being unable to take adequate rest periods. The costs of any additional carers will be for your account and the associated cost will be agreed and charged accordingly to you.

18.6 Nursing Support
Our basic Live In Care Package is based on an average of the Carer operating for 12 hours per day and includes only primary Live in Care Support however, this does not include nursing input. If you require Nursing input this can be discussed at the time of agreeing your Live in Care support package.
Technical Support and visits to the client outside of that agreed in the current contract must discussed and agreed separately via our Nursing Support Provider.

18.7 Excursions and Outing Assistance
You are responsible for paying the Care Associates costs of accompanying you on any excursions (such as public transport, taxis, cinema, theater, or meal out) These costs are not included in your fees.

18.8 Concerns with Your Allocated Care Associate
Your Care Manager will do everything possible to listen to your concerns and act on them to resolve any issues or problems If you are concerned about your Care Associates health or conduct within your home and do not feel comfortable to discuss this with them, please feel free to contact your Care Manager or contact Kelly Harper, CEO of Algarve Care Services, on **+351 920 419 239,** she will be more than happy to talk to you about your concerns.