

Clear Guide Ltd

Our terms and conditions of business

1 THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Clear Guide Ltd, a company registered in England and Wales. Our company registration number is 09202627 and our registered office is at 20 Alder Grove, Droitwich Spa, Worcestershire WR9 7QB.

2.2 **How to contact us.** You can contact us by telephoning us on 01905 676565 or by writing to us at info@clearguide.org.uk or Clear Guide Ltd, 20 Alder Grove Droitwich Spa, Worcestershire WR9 7QB.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email or write you to accept it, at which point a contract will come into existence between you and us.

- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the services or because we are unable to meet a delivery deadline you have specified.
- 3.3 **We only provide services in the UK.** Our brochure and marketing material is solely for the promotion of our services in the UK. Unfortunately, we do not provide services to addresses outside the UK.
- 3.4 **Authority to act.** If you are acting as the representative or attorney for another person, you confirm that you have authority to act. You must provide us with written documentation of your authority to act, such as, a power of attorney. We must validate any representative before we can provide services. When we use the words “you” or “your” in these terms they include any representative of yours (including your personal representatives).

4 **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the services you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary because of your requested change. We will then ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, Your rights to end the contract).

5 **OUR RIGHTS TO MAKE CHANGES**

5.1 **Minor changes to the services.** We may change the services:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor technical adjustments and improvements.

These changes will not affect your use of the services.

5.2 **More significant changes to the services and these terms.** In addition, if it becomes necessary to make more significant changes to these terms or the

services, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

6 PROVIDING THE SERVICES

6.1 When we will provide the services.

6.1.1 **If the services are one off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

6.1.2 **If the services are ongoing services for an indefinite period.** We will supply the services to you until either the services are completed or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2 **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control, then we will contact you as soon as possible to let you know. We will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.3 **If we are not allowed access to provide services.** If you or your representative does not allow us access to your property to perform the services as arranged (and you or your representative does not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or your representative, or re-arrange access to you or the property, we may end the contract and clause 9.2 will apply.

When we use the word “property” in these terms, this includes a variety of accommodation or environments and also property owned by you, rented accommodation you reside in, care homes you reside in (permanently or on a temporary basis), hospitals and other health or social institutions you may be staying in.

- 6.4 **Our staff are entitled to be treated with respect.** If, in connection with the provision of the services, you or others subject our staff to abuse or threaten our staff or otherwise behave to our staff in a manner that raises concerns for their welfare or safety we may suspend or end the contract (and clause 9.1 will apply).
- 6.5 **What will happen if you do not give required information to us.** We may need certain information from you or your representative so that we can supply the services to you, for example, care plans, risk assessments, relevant social care or health records. If so, this will have been stated in the description of the products in our brochure or we will advise you during the referral process and before we commence assessments. We may also have to notify you of information required from time to time. We may contact you or your representative to request this information. If you or your representative does not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by a delay in receiving the information we need within a reasonable time of us asking for it.
- 6.6 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of services:
- 6.6.1 to deal with technical problems or make minor technical changes;
 - 6.6.2 to update the services to reflect changes in relevant laws and regulatory requirements;
 - 6.6.3 to make changes to the services as requested by you or notified by us to you (see clause 5);
 - 6.6.4 if there is a change in your circumstances, such as you become ill or die or there is a change in your social or health needs;
 - 6.6.5 if there are safeguarding issues (see clause 13.3);
 - 6.6.6 if the Local Authority or Health Services step in or take control in respect of your circumstances;

- 6.6.7 if you or others subject our staff to abuse or threaten our staff or we have concerns regarding the safety and welfare of our staff;
- 6.6.8 if your key worker or other requested member of staff is absent through illness or other unavoidable cause.
- 6.7 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services and we do not provide any services during this time, you will not incur a cost while they are suspended. You may contact us to end the contract for services if we suspend them, or tell you we are going to suspend them, in each case for a period of more than 28 days and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.
- 6.8 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you reasonably dispute the unpaid invoice (see clause 11.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.5).

7 **YOUR RIGHTS TO END THE CONTRACT**

- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on the services we were to provide to you, whether there is anything wrong with them, how we are performing and when you decide to end the contract:
- 7.1.1 **If our services are faulty or misdescribed you may have a legal right to end the contract** (or to get the services re-performed or to get some or all of your money back), **see** clause 10;
- 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;

- 7.1.3 **If you have just changed your mind about our services and you are a consumer, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- 7.1.4 **If our contract is an ongoing one for an indefinite period and you wish to end it, see** clause 7.7.
- 7.1.5 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 7.6.
- 7.2 **Ending the contract because of something we have done or are going to do.**
If you are ending a contract for a reason set out at clause 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
- 7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- 7.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- 7.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;
- 7.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days; or
- 7.2.5 you have a legal right to end the contract because of something we have done wrong.
- 7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** If you are a consumer, for most services bought off-premises or over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running.

7.5 **How long do I have to change my mind?** If you are a consumer, you have 14 days after the day we email or write to you to confirm we accept your order for the services. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract which would include a reasonable sum for the work carried out by us to provide (or prepare for the provision of) the services.

7.7 **Ending an ongoing contract for an indefinite period of time.** If our contract is an ongoing contract for an indefinite period you may end it at any time by giving us notice in writing. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a reasonable sum for the work carried out by us to provide (or prepare for the provision of) the services.

8 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- 8.1.1 **Phone or email.** Call us on 01905 676565 or email us at info@clearguide.co.uk Please provide your name, address, details of the order and, where available, your phone number and email address.
- 8.1.2 **By post.** Fill in the form at the end of these terms and post it to us at the address on the form. Or simply write to us at Clear Guide Ltd, 20 Alder Grove, Droitwich Spa, Worcestershire WR9 7QB, including details of the services, when you ordered or received them and your name and address.
- 8.2 **Refunds.** We may deduct from any refund an amount for the supply of the services for the period for which services were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 8.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

9 **OUR RIGHTS TO END THE CONTRACT**

- 9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or
- 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, care plans, risk assessments, relevant social care or health records; or
- 9.1.3 you do not, within a reasonable time, allow us access to you or your property to supply the services; or
- 9.1.4 you or others subject our staff to abuse or threaten our staff or we have concerns regarding the safety and welfare of our staff; or
- 9.1.5 you otherwise fail to comply with the terms of the contract.
- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance

for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, which will include a reasonable sum for work carried out by us providing (or preparing for the provision of) the services.

9.3 **Other circumstances in which the contract may end.** The contract will come to an end if you die. We may also end the contract at any time by writing to you if:

9.3.1 if there is a change in your circumstances, such as you become ill or there is a change in your social or health needs and our services are no longer required or appropriate;

9.3.2 if there are safeguarding issues (see clause 13.3) and in our reasonable opinion we cannot or it is inappropriate for us to provide the services;

9.3.3 if the Local Authority or Health Services step in or take control in relation to your circumstances.

9.4 **Payment if the contract ends in accordance with clause 9.3.** If we end the contract in the situations set out in clause 9.3 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge a reasonable sum for work carried out by us providing (or preparing for the provision of) the services.

9.5 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

10 **IF THERE IS A PROBLEM WITH THE SERVICES**

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone us at 01905 676565 or write to us at info@clearguide.co.uk or Clear Guide Ltd, 20 Alder Grove, Droitwich Spa, Worcestershire WR9 7QB.

10.2 **Summary of your legal rights if you are a consumer.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a

summary of your key legal rights in relation to the services if you are a consumer. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

In respect of **services**, for example the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable;
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

11 PRICE AND PAYMENT

11.1 Where to find the price for the services. The price of the services (which will include any VAT) will be the price indicated in our most recent price list in force at the date of your order unless we have agreed another price in writing as provided to you. We take all reasonable care to ensure that the price of the services advised to you is correct. However, please see clause 11.3 for what happens if we discover an error in the price of the services you order. Our price list is usually reviewed annually with effect from 1st January.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and

unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

11.4 **When you must pay and how you must pay.** Depending on the services you request, you may be invoiced the estimated full cost of the services before they commence. Any additional services or costs incurred that have not been accounted for, will be invoiced on completion. Any payment made will need to have cleared before the services begin. Alternatively, you may be invoiced for the full amount after completion of the services. For long-term ongoing services, it may be necessary to invoice you from time to time, as services are completed or on a regular basis. We will tell you during the order process how you will be invoiced and when you must pay. You must pay each invoice within 14 calendar days after the date of the invoice.

11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Santander UK plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved, we will charge you interest on correctly invoiced sums from the original due date.

11.7 **Identity of payer.** If someone else is responsible for paying for the services we provide to you or responsible for administering payment, please provide us with details so we can verify this.

12 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will

happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

12.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 **We are not liable for business losses.** If you are dealing with us as a consumer we only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you are a business we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or any other indirect or consequential loss.

12.5 **Limit on our liability to business customers.** If you deal with us as a business, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100 % of the total Charges paid under the Contract.

13 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

13.1 **How we will use your personal information.** We will use the personal information you provide to us:

13.1.1 to supply the services to you. This may include contacting representatives, carers, care homes, their managers and staff and other social care and health agencies;

13.1.2 to process your payment for the services; and

13.1.3 if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

13.2 **We will only give your personal information to third parties where the law either requires or allows us to do so or as envisaged above.**

13.3 **Where we have concern for your safety or the safety of the person who is the subject of any services you have instructed us for, we shall act in accordance with our safeguarding and adult protection policy, a copy of which is available on request. This may include contacting third party agencies and providing personal information to ensure that appropriate safeguarding action is taken. We are not an emergency service and do not hold overall responsibility for safeguarding investigations. If an emergency arises or abuse needs to be reported or investigated, we will advise you on the extent of our services.**

14 **INTELLECTUAL PROPERTY RIGHTS**

14.1 **Intellectual property rights belong to us.** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) which includes any reports prepared by us for you shall be owned by us. By intellectual property rights we mean rights such as the copyright in any report we prepare for you.

14.2 **Grant of licence.** We grant you, or shall procure the grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy any report or document provided by us to you as part of the services (excluding any materials provided by you) for the purpose of receiving and using the services as agreed by us in the Contract.

14.3 **No transfer of rights.** You may not sub-license, assign or otherwise transfer the rights granted in clause 14.2.

14.4 **Licence by you to us.** You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

15 **OTHER IMPORTANT TERMS**

- 15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

SCHEDULE 1

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Clear Guide Ltd, 20 Alder Grove, Droitwich Spa, Worcestershire WR9 7QB.
info@clearguide.org.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete or insert details as appropriate

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