

## SERVICES FOR PEOPLE WITH ACQUIRED BRAIN INJURY, THEIR FAMILIES & CARERS

Charities are no longer able to rely on local council grants or ongoing large contracts to keep afloat as these are no longer available, only small amounts through fundraising events, donations and charitable trusts can a charity now exist. Therefore, to run services that cost over £1.5 million a year, we have to look at ways of generating our own income if we are going to be sustainable. These days, not-for-profit organisations such as HBS have to run more as a business, but not making any profit. Therefore, the fees we charge do not cover the costs of the services, we charge the lowest fees we can and subsidise the rest through fundraising above.

There are three types of payment structures across the different Headway Birmingham & Solihull services.

### **Contracted Services**

Purchasing a HBS service may be on the basis of a contracted service such as a daily placement or hourly rated service. These might include ABI Social Rehab placements, Sports placements or 1 to 1 Lifestyle Support services.

HBS has no funding towards these types of services and therefore a minimum/subsidised amount has to be charged in order for us to be able to provide these services. Our costs are much lower than private companies.

### **'One Off Service'**

There are also some other non-contracted - 'one off' single cost services that are available within the departments. These might include counselling sessions, finance support or specific reports/assessments. These services are funded by a fee contribution plus other fundraising methods.

### **Free Services**

Some of the services may have grant funding or sponsorships of specific posts, where this is the case, the service will be free. This would currently include the Family Events services, Support Workers and Hospital Links.

**NOTE: There may be some additional costs to clients associated with service/activities that may need paying for such as food, entrance fees on trips etc. These will be agreed beforehand.**

The staff supporting you will be able to explain the different services available and any associated costs.

### ***Definitions within these terms & conditions:***

**"The Company"** or **'HBS'** and related words apply to Headway Birmingham & Solihull

**"Client"** refers to any individual or organisation who contracts the services provided by "The Company"

**"Contract"** refers to the Schedule of Chargeable Fees, the agreed scope of work as arranged between "The Company" and the "Client", these Terms & Conditions of Business and any other term Incorporated into a contract between "The Company" and the "Client".

**'Worker'** refers to any suitable employee of 'The Company' who provides 1 to 1 support and/or is part of service delivery team to the "Client". **'Staff'** employee of HBS working in the service area.

**'Placements' & 'Services'** may include daily placements or 1 to 1 worker allocations.



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## **TERMS & CONDITIONS**

*for 'FREE' services*

### **1. 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 sign your agreement with 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 Headway Birmingham & Solihull a company and charity registered in England and Wales. Our company registration number is 1008798 and our charity registration number is 2686647. Our registered office is at Leighton House, 20 Chapel Rise, Birmingham Great Park, Rednal, Birmingham, B45 9SN.
- 2.2. **How to contact us.** You can contact us by telephoning us on 0121 457 7541 or by writing to us at [enquiries@headway-bs.org.uk](mailto:enquiries@headway-bs.org.uk) or our registered office address set out above.
- 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 when requesting services.
- 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. **Entering into a contract.** A contract will come into existence between you and us when sign these terms.
- 3.2. **Length of the contract.** Unless a manager confirms otherwise in writing, the contract will last for the length of service given.

### **4. THE WORKER/SERVICE:**

- 4.1. **The service we provide.** We will supply a worker/service to provide the services detailed in the initial assessment or on this contract.
- 4.2. **Care Plans.** A Care Plan may will be drawn up between you and us prior to the services starting according to the type of service accessed.
- 4.3. **We require certain information to supply the services.** You agree to provide us with as much information as we may reasonably require in relation to the service required, for the purpose of selecting a suitable person/service.
- 4.4. **What will happen if you do not give required information to us.** If you do not give us the information we need to supply the services within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the services 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 you not giving us the information we need within a reasonable time of us asking for it.
- 4.5. **We may change the worker/service.** Where we are providing 1 to 1 services, we cannot guarantee that the same worker or a worker you have requested will be able to work with you for the entire period during which you require these services. You will be informed in this case.
- 4.6. **Requesting a worker/service.** If you request a particular worker or day activity, we will try to

make that request available to you, but we may not be able to. This might be because the worker is working with another individual or a particular activity is not available.

- 4.7. **Your and our rights to change the Service.** If a particular service no longer meets your requirements or needs, we will always try to find a suitable alternative but we do not accept liability if we are not able to do so. If we are not able to supply an alternative service
- 4.8. **Quality of Service.** We will provide the Services with reasonable standards of care, skill, integrity and reliability and to provide them in accordance your booking details.
- 4.9. **When we will provide the service to you.** We will provide the services to you in accordance with details agreed with you.
- 4.10. **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged we may end the contract.

## 5. RATES:

- 5.1. **Charge Out Rates.** There are no rates of pay for this service as all are free.

## 6. IF THERE IS A PROBLEM WITH THE SERVICES:

- 6.1. **How to tell us about problems.** If you have any questions or complaints about the services, please contact us as soon as possible.
- 6.2. **Your Consumer Rights.** You can ask us to a repeat or fix any element of the service which is not carried out with reasonable standard, care and skill

## 7. EQUAL OPPORTUNITIES:

- 7.1. **You may request us to take steps to meet specific diversity needs.** We aim to provide equal opportunities for all our workers and clients and we will not accept any requests, which we believe are discriminatory. If you have any specific diversity needs, you must inform us and we will to meet these requests where possible.

## 8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU:

- 8.1. **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.
- 8.2. **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, including the right to receive services supplied with reasonable skill and care.
- 8.3. **When we are liable for damage to your property.** Where we provide 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.  
**We hold insurance in relation to the services.** We believe that we hold adequate insurance with a reputable insurance provider.

## 9. HOW WE MAY USE YOUR PERSONAL INFORMATION:

- 9.1. **Our Privacy Notice.** In order to be able to provide the services to you, we will need certain personal information from you. We have amended our Privacy Notice in line with GDPR regulations, which you can read in full via [www.headway-bs.org.uk](http://www.headway-bs.org.uk) or ask for a copy. Signing your **Client Agreement** will give us consent for using your data.
- 9.2. **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can withdraw your consent to use your personal data at any time, but this may likely result in us having to withdraw the provision of services.
- 9.3. **You must inform us if any of your details change.** If any of the details you give us change, you must inform us in writing as soon as possible. Staff will always check that the data we hold is current when dealing with clients directly (e.g. check address if asked to send information to them at home) etc. However, the Client must take some responsibility to ensure they inform HBS immediately of any changes to their personal data, as HBS cannot be held liable for any

breaches caused through processing out of date data (e.g. posting sensitive documents to wrong address)

- 9.4. **We will use you data to inform you of regular service updates and newsletters.** You have the right to contact us to 'opt out' should you not want to receive this information.

## **10. YOUR RESPONSIBILITY FOR DAMAGE SUFFERED BY US**

- 10.1. **You will be responsible for any damage you cause to a worker's vehicle.** If you cause damage to a worker's vehicle during the time they are providing services to you, you will be responsible to us for the damage caused to that vehicle. We may send you an invoice for the reasonable costs of repairing this damage and you must be pay that invoice within 30 days.

## **11. DIRECT ENGAGEMENT OF WORKERS:**

- 11.1. **You may not employ a worker directly without notifying us.** In order to protect our legitimate business interests, you agree that you will not attempt to solicit or entice away from HBS, the services of the worker providing services to you.
- 11.2. **You may employ a worker if they respond to a public advertisement.** You may employ one of our workers directly if you have advertised the position publically and they have responded to the advertisement without any encouragement from you.
- 11.3. **You may employ a worker 6 months after the end of this contract.** You may directly employ one of our workers if their employment starts 6 months after the end of this contract. .
- 11.4. **If you want to employ a worker directly during this contract or within 6 months after the end of the contract you must ask us.** If you want to employ a worker, or introduce him/her to a third party for direct employment, the following terms will apply:
- 11.4.1. You must notify us immediately;
  - 11.4.2. You must continue receiving the services for 4 weeks after notifying us of your intention to employ a worker or introduce the worker to a third party for employment;
  - 11.4.3. The position will be advertised nationally, not targeted at such employee.
  - 11.4.4. You must pay us a sum of £1,500. This sum reflects the costs incurred by us in recruiting and training a replacement employee.

We will not refund the transfer fee if the employment of one of our workers is subsequently terminated or in any other circumstances.

## **12. YOUR RIGHTS TO END OR CHANGE THE CONTRACT:**

- 12.1. **Exercising your right to change your mind.** You have 14 days after the day you sign this contract to change your mind and cancel the contract,
- 12.2. **Ending the contract or a part of the services because of something we have done or are going to do.** If you are ending the contract because:
- 12.2.1. we have told you about an upcoming change to the services or these terms which you do not agree to;
  - 12.2.2. there is a risk that the supply of services may be significantly delayed because of events outside of our control;
  - 12.2.3. you have a legal right to end the contract because of something we have done wrong.

## **13. HOW TO END THE CONTRACT WITH US:**

- 13.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 13.1.1. **Phone or email.** Call us on 0121 457 7541 or email us at [enquiries@headway-bs.org.uk](mailto:enquiries@headway-bs.org.uk) Please provide details of the services what you bought, when you ordered or received it and your name and address.
  - 13.1.2. **By post.** Simply write to us at our Registered address

## **14. OUR RIGHTS TO END THE CONTRACT**

- 14.1. **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
- 14.1.1. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to supply the services;

- 14.1.2. if relevant, you do not allow us access to your property to supply the services (see section 4.11); or
- 14.1.3. you behave in an unacceptable manner towards our workers which we believe merits ending this contract. This will be in accordance with the Client Agreement which is a set of codes of conduct which we expect all clients to follow.
- 14.2. **We may end the contract or a service if we think the service is no longer suitable for you.** We understand that your needs and risks may change during the term of this contract. We will review your needs and risks regularly but any changes may impact the suitability of our service provision. We will discuss this with you and look for a solutions but ending this contract may be the only solution. We will notify you if we need to end the contract because the services are no longer suitable for you. If we want to end the contract, we will contact you to let you know. The contract will not immediately or by an agreed time.
- 15. GENERAL:**
- 15.1. **If the weather is bad, we may not be able to provide the services.** If the weather is bad (for example if there are floods or there is snow), this may dramatically reduce the likelihood of your worker getting to you or an event taking place. We will contact you as soon as possible if your service is cancelled. We will try to a replacement a worker but this may not be possible.
- 15.2. **We will notify you of a delay outside our control and we will not charge you if we cannot provide the services.** Where there is a situation beyond our control (for example a fire), we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay but we may need to cancel a service.
- 15.3. **You must inform us of any planned absences.** You must notify us of any planned absences (for example holidays) as soon as possible after becoming aware of them
- 15.4. **You should not attend/receive a service if you are ill or infectious and if you do we may send you or the worker home.** We must consider the health of other and you should allow a worker to visit if you are ill or could be infectious. If the worker believes you are too sick for the worker to carry out the services or infectious when they visit, they may need to leave the visit. You should inform the Manager immediately.
- 15.5. **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.
- 15.6. **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.
- 15.7. **We will only vary these terms by agreement.** Variations to these terms may be agreed between you and us and these will take effect from the date of our agreement.
- 15.8. **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 products in the English courts.