Terms of Service (TOS)

PRN-138: Terms of Service (TOS)
Company Name: AI Auto-Tech Ltd
Trading/Business Name: CAREHOPES
Company Registration Number: 15556946
SIC Code: 88100 – Social Work Activities Without Accommodation for the Elderly and Disabled
Email: admin@carehopes.com
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1. Introduction

These Terms of Service ("TOS") govern the relationship between **CAREHOPES (TC)** and all individuals, families, organisations, companions, volunteers, affiliates, and stakeholders who use, sponsor, or engage with TC's companionship services.

By accessing TC's services, digital platforms, communication channels, or entering into a sponsorship agreement, you agree to abide by these Terms of Service. TC is committed to delivering companionship with dignity, respect, professionalism, and compassion while maintaining clear boundaries, safeguarding standards, and contractual integrity.

2. Definitions

For the purpose of this TOS:

- **"Client"** refers to the service user receiving companionship.
- **"Sponsor"** refers to the individual, family, or organisation funding the companionship service.
- **"Companion"** refers to TC-approved personnel delivering companionship.
- **"Volunteer"** refers to individuals offering non-contracted support under TC's supervision.
- **"Stakeholder"** refers to any party interacting with TC (sponsors, partners, affiliates, referrers).
- **"Service"** refers to companionship activities delivered by TC.
- **"Contract"** refers to the formal agreement between TC and the sponsor.
- **"Mobilisation"** refers to the point at which a companion has been assigned and prepared for service delivery.
- **"Official TC Channels"** refers to TC's approved communication platforms (phone, email, portal).

3. Scope of Services

TC provides **non-clinical, social companionship services** including:

- social engagement
- community participation

- GP appointment support
- wellbeing activities
- independence-promoting interactions
- companionship-based routines
- personalised companionship plans

TC does **not** provide:

- medical care
- emergency response
- personal care (unless explicitly contracted)
- clinical decision-making
- legal or financial advice

4. Service Eligibility

TC services are available to:

- adults aged 18+
- vulnerable adults with sponsor approval
- individuals referred by organisations
- members under TC's membership policy

TC reserves the right to decline service where risk factors exceed TC's operational capacity.

5. Contractual Relationship

The sponsor enters into a formal contract with TC outlining:

- service duration
- companionship plan
- risk factors
- fees and payment terms
- cancellation and rescheduling rules
- communication expectations
- safeguarding responsibilities

Companions and volunteers are **not authorised** to:

- negotiate contracts
- define terms of service
- alter companionship plans
- discuss fees or refunds
- make promises on behalf of TC

All contractual matters must be handled through **TC's official communication channels**.

6. Communication Rules

To protect clients, companions, and TC's contractual integrity:

- All service-related communication must occur through TC.

- Companions must refer all contract-related questions to TC.
- Sponsors must not negotiate terms directly with companions.
- Companions must not share personal contact details with clients.
- TC will provide accessible communication options for all clients.

Failure to follow communication rules may result in service suspension.

7. Service Delivery Standards

TC commits to:

- providing companionship with dignity, respect, and compassion
- promoting independence rather than dependency
- maintaining professional boundaries
- ensuring companions follow the Companion Charter
- providing reasonable adjustments for accessibility
- prioritising GP appointments where possible
- offering rescheduling for missed sessions

Companions must complete the **Companion Completion Checklist** after each session.

8. Client Responsibilities

Clients and sponsors agree to:

- provide accurate information
- communicate changes promptly
- respect companions' professional boundaries
- endorse completed checklists honestly
- avoid requesting services outside the agreed scope
- notify TC of relocation, risk changes, or safeguarding concerns

Refusal to endorse fulfilled services will be recorded as an incident and reviewed with the sponsor.

9. Sponsor Responsibilities

Sponsors must:

- adhere to payment terms
- follow cancellation and rescheduling policies
- communicate through official TC channels
- ensure safe environments for companionship
- provide accurate risk information
- notify TC of organisational changes affecting service delivery

Organisations may replace clients with another service user under defined conditions.

10. Fees, Payments, and Membership

Fees are governed by:

- Cashless Policy
- Membership Policy
- Contract Agreement with Sponsor
- Referral Policy (where applicable)

Sponsors agree to pay all fees as outlined in their contract. TC may adjust fees if risk factors change significantly.

11. Cancellation, Rescheduling, and Refunds

These are governed by:

- Rescheduling Policy
- Contract Cancellation and Refund Policy

Key principles include:

- TC encourages rescheduling over refunds
- Refunds are limited and conditional
- Death of a client is the only unconditional refund scenario
- Mobilisation affects refund eligibility
- Organisations may replace clients under defined rules

Sponsors must review these policies before signing the contract.

12. Safeguarding and Safety

TC adheres to UK safeguarding standards. TC will:

- assess risk factors
- train companions in safeguarding
- report concerns to appropriate authorities
- maintain professional boundaries
- ensure safe environments for companionship

Clients and sponsors must cooperate with safeguarding investigations.

13. Privacy and Data Protection

TC processes personal data in accordance with:

- Privacy Policy
- UK GDPR
- Data Protection Act 2018

Clients and sponsors must read the Privacy Policy before engaging TC’s services.

14. Accessibility

TC provides reasonable adjustments to ensure accessibility. See **Accessibility Statement** for full details.

15. Referral and Affiliate Engagement

Referral bonuses are governed by the **Referral Policy**. Companions and volunteers may refer clients but must not:

- negotiate contracts
- discuss fees
- influence contract terms

Only affiliates or group members may earn referral bonuses.

16. Service Limitations

TC may suspend or modify services due to:

- safety concerns
- companion availability
- environmental risks
- organisational changes
- client relocation outside England and Wales
- breach of contract by sponsor or client

TC will communicate limitations promptly and offer alternatives where possible.

17. Complaints and Feedback

TC welcomes feedback and handles complaints through:

- official TC channels
- documented review processes
- safeguarding escalation where necessary
- board-level review for complex cases

TC commits to responding within **10 working days**.

18. Amendments to Terms of Service

TC may update these Terms of Service to reflect:

- legal changes
- operational improvements
- new services
- governance decisions

Updates will be communicated through official TC channels.

19. Governing Law

These Terms of Service are governed by the laws of:

- England
- Wales

Any disputes will be resolved under UK jurisdiction.