Contract Cancellation & Refund Policy

PRN-35: Contract Cancellation & Refund Policy
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
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1. Introduction

CAREHOPES (TC) is committed to delivering companionship services with dignity, respect, and professionalism. This Contract Cancellation & Refund Policy outlines how clients, sponsors, and organisations may cancel, modify, or request refunds for companionship services.

The policy ensures:

- fairness
- transparency
- safeguarding compliance
- operational stability
- protection of companions' time and wellbeing
- contractual clarity

2. Purpose of the Policy

The purpose of this policy is to:

- define cancellation rules
- outline refund eligibility
- protect TC from financial loss
- ensure companions are treated fairly
- maintain safeguarding and operational integrity
- provide clear guidance for clients and sponsors
- establish mandatory contract review when risk factors change

3. Scope of the Policy

This policy applies to:

- individual clients
- family sponsors
- organisational sponsors
- companions and volunteers
- TC staff and administrators

It governs all companionship contracts across England and Wales.

4. Key Principles

4.1. Transparency

All cancellation and refund rules are clearly communicated before contract signing.

4.2. Fairness

TC balances client needs with companion welfare and organisational sustainability.

4.3. Safeguarding

Cancellations involving risk or vulnerability are handled with sensitivity.

4.4. Operational Stability

Refunds are structured to protect TC from financial disruption.

4.5. Realistic Expectations

TC does not make unrealistic promises; all policies reflect real-world constraints.

4.6. Risk-Responsive Contracting (New Clause)

Contracts must be reviewed when risk factors **increase or change**, including:

- medical risk
- physical health risk
- mental health risk
- behavioural risk
- environmental risk
- safeguarding risk

Risk factors are **not constant**, and TC must adapt service delivery accordingly.

5. Mandatory Contract Review When Risk Changes (New Clause)

5.1. Trigger for Contract Review

TC will initiate a **mandatory contract review** when:

- new risk factors emerge
- existing risk factors increase
- client behaviour changes
- medical or mental health conditions worsen
- environmental conditions become unsafe
- safeguarding concerns arise

5.2. Client Obligation

Clients must participate in contract review as part of their contractual agreement. This requirement is an **integral part of the contract of engagement**.

5.3. TC's Right to Cancel After Risk Review

TC reserves the right to **cancel the contract** if:

- the client refuses contract review
- the client disagrees with necessary adjustments
- no compromise can be reached
- risk factors exceed TC's operational capacity
- safeguarding concerns prevent safe service delivery

5.4. No Breach of Contract

Such cancellation:

- **is not considered a breach of contract** by either party
- protects both the client and TC
- ensures safety and compliance
- allows TC to maintain professional standards

5.5. Option for a New Contract

After cancellation due to increased risk:

- the client may enter a **new contract**

- the new contract may include updated risk-responsive terms
- the client may access **bonus packages**, **client-friendly programmes**, or **adjusted service plans**
- TC may offer alternative companionship arrangements where feasible

This ensures flexibility, fairness, and continuity of care.

6. Cancellation Types

TC recognises three types of cancellations:

6.1. Client-Initiated Cancellation

Cancellation requested by the client or family sponsor.

6.2. Organisational Cancellation

Cancellation requested by care homes, councils, supported living providers, or corporate sponsors.

6.3. TC-Initiated Cancellation

Cancellation due to safeguarding, risk factors, or operational limitations.

7. Cancellation Rules

7.1. Notice Period

Clients and sponsors must provide:

- **48 hours' notice** for standard cancellations
- **72 hours' notice** for organisational cancellations
- **Immediate notice** for safeguarding concerns

7.2. Late Cancellation

A cancellation is considered **late** when notice is given:

- less than 48 hours before the session (individual/family)
- less than 72 hours before the session (organisations)

Late cancellations may result in:

- forfeiture of the session
- administrative charges
- reduced refund eligibility

8. Refund Eligibility

Refunds are granted based on the following conditions:

8.1. Full Refund Eligibility

A full refund is granted only when:

- **the client passes away**
- TC cancels due to internal operational failure
- TC cannot provide a companion and rescheduling is impossible
- TC declines service due to risk factors **before mobilisation**

8.2. Partial Refund Eligibility

Partial refunds may be granted when:

- cancellation occurs before mobilisation
- cancellation occurs with sufficient notice
- organisational sponsors replace the service user
- TC initiates cancellation due to non-client-related operational changes

8.3. No Refund Eligibility

Refunds are **not** granted when:

- mobilisation has already occurred
- the client relocates outside England & Wales
- the client repeatedly cancels sessions
- the client breaches communication or safeguarding rules
- the client requests cancellation due to personal preference
- the client refuses companion reassignment
- subjective dissatisfaction occurs (e.g., personality mismatch)

9. Mobilisation Definition

Mobilisation refers to:

- companion assignment
- risk assessment
- companionship plan creation
- administrative preparation

- scheduling and coordination
- communication setup

Once mobilisation occurs, TC has already invested resources, and refunds become limited.

10. Replacement of Service Users (Organisations Only)

Organisational sponsors may replace service users when:

- risk factors are similar
- companionship plans are transferable
- the original service user disengages
- relocation occurs within England & Wales

Replacement does **not** require a new contract.

Refunds are **not** granted for organisational replacements.

11. Rescheduling Instead of Refunds

TC encourages **rescheduling** over refunds.

Rescheduling is offered when:

- companions are unavailable
- environmental risks occur
- public safety concerns arise
- clients experience temporary challenges
- GP appointments need adjustment

Rescheduling protects both clients and companions.

12. Safeguarding-Related Cancellations

If cancellation occurs due to safeguarding:

- TC may suspend services
- refunds may be limited
- risk assessments may be updated
- companion reassignment may occur
- TC may decline future service

Safeguarding takes precedence over all other considerations.

13. Contract Breach

Refunds are **not** granted when cancellation is due to:

- breach of communication rules
- breach of professional boundaries
- harassment of companions
- unsafe environments
- refusal to follow TC policies
- attempts to negotiate terms with companions

TC may terminate the contract immediately.

14. Refund Processing

Refunds (where eligible):

- are processed within **14 working days**
- are issued to the original payment method
- require completion of a cancellation form
- may require additional verification for safeguarding cases

15. Non-Refundable Fees

The following fees are **non-refundable**:

- mobilisation fees
- administrative fees
- companion assignment fees
- late cancellation fees
- organisational coordination fees

These fees cover operational costs already incurred.

16. Dispute Resolution

Clients or sponsors may dispute cancellation or refund decisions.

TC commits to:

- reviewing disputes within **10 working days**

- providing written outcomes
- escalating complex cases to the Board
- ensuring fairness and transparency

17. Amendments to This Policy

TC may update this policy to reflect:

- legal changes
- operational improvements
- safeguarding updates
- governance decisions

Updates will be communicated through official TC channels.