Contract Cancellation and Refund Policy (CAREHOPES)

PRN-36: Contract Cancellation and Refund Policy (CAREHOPES

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. Policy Purpose

This policy defines the conditions under which a contract may be cancelled, the refund structure, and what constitutes breach vs. non-breach of contract.

2. Cancellation Eligibility

Contracts may be cancelled **at any time**, but cancellation fees apply **unless TC is in breach**.

3. Refund Structure (No Breach by TC)

Refunds are calculated based on **percentage of contract completion**:

- If **80% of the contract is completed**, **80% of the outstanding balance** is refunded.
- If **10% of the contract is completed**, **10% of the outstanding balance** is refunded.
- Large contract volumes may require **Board escalation**.

4. Cancellation Due to Relocation or Transfer

If the service user relocates or is transferred to another organisation:

- TC will transfer the companionship plan to the new organisation **within England and Wales**.
- If relocation is outside England and Wales, the sponsor must either:
    - Replace the client with another service user, or
    - Proceed with cancellation under this policy.

5. What Constitutes Breach of Contract (TC)

TC is in breach only when:

- TC repeatedly fails to provide companionship **without notification**,
- TC fails to mobilise a companion **after confirming availability**,
- TC fails to provide a replacement companion **after repeated failures**,
- TC violates safeguarding, privacy, or legal obligations.

6. What Does NOT Constitute Breach of Contract

The following **are NOT breaches**:

- Companion notifies client of lateness or inability to attend.
- Companion misses a session but rescheduling is offered.
- Companion loses time in transit but fulfils time later.
- GP appointments missed due to companion absence (rescheduling applies).
- Occasional missed appointments (companionship is not an emergency service).
- Client's personal perception of "quality" when definition of done was previously agreed.
- Client refusal to endorse completed documentation (recorded as incident).
- Adjustments to companionship plan or companion reassignment.

7. Refund Conditions for Individual/Family Sponsors

- **Death of service user:**
    - **100% refund** if TC is notified before mobilisation.
    - **50% refund** if mobilisation has occurred.
- **Client unable to fulfil contract after mobilisation:**
    - **No refund**, but rescheduling may be offered.
    - If TC is notified **24 hours in advance**, no charges apply.

8. Refund Conditions for Organisational Sponsors

- If activities are unfulfilled **due to client-related reasons before mobilisation:**
    - **50% refund** and **50% administrative charge**.
- If activities are unfulfilled **due to TC-related reasons:**
    - **100% refund** of outstanding balance, or
    - Organisation may choose rescheduling.
- If companion has been mobilised and client is unavailable:
    - **No refund**, unless emergency/bereavement circumstances apply.
    - Rescheduling may be offered with a **20% administrative fine**.
- Death of service user:
    - Replacement option available at no cost if risk factors align.
    - Complex cases may require **Board Resolution**.

9. Board Resolution Clause

Board Resolution applies **only** to organisational contracts involving deceased clients where replacement is not feasible. The Board will determine whether refund is appropriate based on:

- Contract volume
- Risk factors
- Mobilisation status
- Operational impact

10. Documentation & Evidence Requirements

- All cancellation and refund requests must be supported by documentation.
- Death-related refunds require **official evidence**.
- TC reserves the right to verify all claims.