

**NELLIE SUPPORTS LTD  
MEMBER TERMS AND CONDITIONS**

Nellie Supports is a social care service provider to individuals and families. These are the Terms on which Nellie Supports provides its Member Services to you.

Please read these Terms carefully before you use our Member Services. These terms tell you how Nellie Supports will provide the Member Services to you, what your obligations are as the recipient of the Member Services, how you can make changes to or cancel the Member Services, 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 Nellie Supports to discuss. You may contact us by writing to us at [nellie@nelliesupports.com](mailto:nellie@nelliesupports.com).

**1. DEFINITIONS**

1.1 In these Terms the following words have the following meanings:

<b>Fees</b>	The fees you pay to us for the Member Services.
<b>Guarantor</b>	A person other than the Member (for example a legal guardian or deputy) who manages the Member's finances and accepts personal liability for paying the Fees under these Terms.
<b>Member</b>	The individual receiving the Member Services (rather than any applicable Attorney, Deputy or Guarantor). Also referred to in these Terms as <b>you</b> or <b>your</b> , unless the Terms refer to a duty to pay our Fees and the Guarantor has accepted liability to pay our Fees, in which case references to <b>you</b> or <b>your</b> will refer to the Guarantor as the context requires (see Clause 5.4 below).
<b>Member Benefits</b>	The benefits you receive as a Member as specified on our Website.
<b>Member Services</b>	Refers to the services and Member Benefits you receive from Nellie Supports as a Member, dependent on the type of member plan you have chosen, as further described on the Website.
<b>Nellie Supports</b>	Refers to The Nellie Supports Ltd, a company registered in England and Wales (registration number 11803393) and whose registered office is at Leep Accountants Limited, Unit 3f Forward House Aston Business Park, Shrewsbury Avenue, Peterborough, England, PE2 7EY. Also referred to in these Terms as <b>Nellie Supports, us, we</b> and <b>our</b> .
<b>Terms</b>	Refers to these terms and conditions.
<b>Website</b>	<a href="http://www.nelliesupports.com">www.nelliesupports.com</a> .

1.2 When we use the words "writing" or "written" in these Terms, this includes emails.

**2. OUR AGREEMENT WITH YOU**

2.1 Subject to Clause 2.2, the Terms will come into existence, and these Terms shall become binding on you and us, at the earliest of the following events:

- a. you sign these Terms;

- b. you explicitly request that we begin to supply the Member Services to you;
  - c. we begin to provide the Member Services to you; or
  - d. you make payment to us for the Member Services.
- 2.2 If the person receiving the Member Services is under the age of 16 or is an individual who does not have capacity to make decisions, that person must be accompanied by a Guarantor who will give their written consent prior to us delivering the Member Services. The Guarantor warrants that it has the authority to enter into a contractual relationship with us on behalf of the Member, and accepts full responsibility for the Member throughout our delivery of the Member Services.
- 2.3 The advertising and marketing materials on our Website, or any other written material we provide, are produced for the sole purpose of giving an approximate idea of the general services we can make available. These are provided for illustrative purposes only and do not form part of the Terms we have with you.
- 2.4 We may revise these Terms from time to time. We will give you at least 1 month's written notice of any changes to these Terms unless the change is required immediately to ensure your safety or to comply with the law. If you do not agree to the proposed change, you can cancel the Terms in accordance with Clause 9.
- 3. PROVIDING THE SERVICES**
- 3.1 We will provide the Member Services to you with reasonable care and skill and in accordance with the dates arranged with you.
- 4. YOUR OBLIGATIONS**
- 4.1 You will cooperate us with all matters relating to the delivery of the Member Services.
- 4.2 If we are providing the Member Services at your premises, you will need to provide us with access to your premises. You must ensure that your premises is a safe environment and free from any hazards or illness which may put our assessor at risk. If you do not allow us access to your property to perform the Member Services as arranged (and you do 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 rearrange access to your premises, we may suspend the Member Services or cancel the Terms in accordance with Clause 10.
- 4.3 If we are providing the Member Services at our own premises, or at a premises we have hired (for example an educational or social care facility), if you do not attend the premises at the time and date arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result.
- 5. FEES AND PAYMENT**
- 5.1 The Fees for the Member Services will be the price set out on our Website. As part of your Member Benefit, soon after these Terms come into existence in accordance with Clause 2.1, you will receive one face to face social care assessment at no charge. You will then be charged the Fees for any Services received after the first social care assessment.
- 5.2 The Fees must be paid by direct debit or direct bank transfer on a monthly basis.
- 5.3 If you do not pay the Fees by the due dates, we may either:
- a. charge interest to you on the overdue amount from the due date for payment at the rate of 4% a year above the base lending rate of the Bank of England 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 interest together with any overdue amount on demand; and/or

- b. suspend the Member Services; or
- c. immediately terminate these Terms.

5.4 If you are a Guarantor, it is important to understand that, in consideration for us providing the Member Services to the Member, you acknowledge and agree to pay our Fees in accordance with this Clause 6. You agree that your obligation to pay our Fees is a primary obligation (not a guarantee if the Member does not agree to pay the Fees) and therefore you will be obliged to pay the Fees without us first having to recover the Fees from the Member.

5.5 We will review our fee rates from time to time and at least once annually. We may also review our fees in response to any unexpected change in the law which was not anticipated at the time of our annual review. We will give you written notice of any increase to your Fees at least one month before the proposed change takes effect. If you do not agree to the increase, you can cancel these Terms by providing 14 days' notice in accordance with Clause 9.

## 6. PROBLEMS WITH THE SERVICES

6.1 In the unlikely event that the Member Services have not been provided to your reasonable satisfaction, please contact us and explain the problem as soon as reasonably possible. We will make reasonable efforts, within the authority we have, to find a suitable remedy.

6.2 Where you report a problem, it may be necessary for us to share information with our insurers in an event of a report and/or claim made to our insurers or the insurers of our partners. It may also be necessary to share information with law enforcement agencies and local authority bodies.

6.3 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizen's Advice Bureau ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)). Nothing in the Terms will affect your legal rights as a consumer.

## 7. EVENTS OUTSIDE OUR CONTROL

7.1 This clause applies to any act or event beyond our reasonable control. If an event outside our control affects our provision of the Member Services:

- a. we will contact you as soon as reasonably possible to notify you; and
- b. our provision of the Member Services will be adapted (where possible) or suspended for the duration of the event outside our control. We will restart the Member Services as soon as reasonably possible after the event outside our control is over.

7.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

## 8. YOUR RIGHTS TO CANCEL WITHIN THE FIRST 14 DAYS

8.1 You have the right to cancel these Terms immediately, within the first 14 days without giving any reason. The cancellation period ends at the end of 14 days after the day on which the Terms come into existence in accordance with Clause 2.1.

- 8.2 To exercise that right to cancel, you must inform us of your decision to cancel the Terms by a clear statement, such as a letter sent by post, phone, fax or email. You may use the model cancellation form at the end of these Terms, but you do not have to.
- 8.3 If you cancel after we have provided the first free social care assessment and we have started providing other Member Services to you must pay us the first instalment of monthly Fees.
- 8.4 In all circumstances, if you cancel, we will provide you with a final invoice detailing any refund that is due to you or, if no refund is due to you, the costs which remain payable.
- 8.5 We will reimburse you for any amount to be refunded under this Clause 8, without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel the Terms. We will make the reimbursement using the same payment method as you used to pay us, unless you have expressly agreed with us that we can reimburse you using a different payment method. In any event, you will not incur any fees as a result of the reimbursement.

## **9. YOUR RIGHTS TO CANCEL AFTER THE FIRST 14 DAYS**

- 9.1 If you wish to cancel these Terms after the first 14 days, you must provide us with at least 1 months' notice in writing. If you are cancelling within the first 12 months of these Terms becoming effective in accordance with Clause 2.1, you will be required to pay for the first free social care assessment you received, and additionally any mileage we incurred as a result of our employees travelling to and from to conduct that social care assessment.
- 9.2 You will not receive a refund for any specific Member Services which you cancel, for example a scheduled assessment, however you may reschedule that Member Service.
- 9.3 You may cancel these Terms with immediate effect by giving us written notice if:
- a. we breach the Terms in any material way, and we do not correct or fix the situation within 14 days of you asking us to in writing;
  - b. we go into liquidation or a receiver or an administrator is appointed over our assets;
  - c. we attempt to change these Terms without giving you at least one-month notice; or
  - d. we are unable to provide the Member Services for a period longer than 14 days because of an event outside our reasonable control.
- 9.4 We will reimburse you for any amount to be refunded under this Clause 9, without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel the Terms, unless you agree that we may hold the refundable funds for Member Services you wish to receive in the future. We will make the reimbursement using the same payment method as you used to pay us, unless you have expressly agreed with us that we can reimburse you using a different payment method. In any event, you will not incur any fees as a result of the reimbursement.

## **10. OUR RIGHT TO CANCEL THE TERMS**

- 10.1 We may cancel the Terms (for any reason) by providing you with at least 30 days' notice in writing. If you have made any payment in advance for the Member Services that have not been carried out, we will refund these amounts to you.
- 10.2 We may suspend or cancel the Terms at any time with immediate effect by giving you written notice if:
- a. we reasonably believe there a significant risk of harm to our employees;

- b. you have failed to settle any outstanding invoice within 7 days of our written reminder to you; or
- c. you breach the Terms in any other material way and, if the breach can be corrected or fixed, you do not correct or fix it within 14 days of us asking you in writing to do so. Such circumstances would include:
  - i. refusing us access to your premises to deliver the Member Services;
  - ii. failure to provide us with accurate and sufficiently detailed information about your needs, requirements or health; or
  - iii. physically or verbally abusing our employees.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 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 not foreseeable if it is attributable to:
- a. your own fault;
  - b. a third party unconnected with the provision of the Member Services; or
  - c. an event which we would not have foreseen or prevented even if we had taken all reasonable care.
- 11.2 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; or for breach of your legal rights to receive services with reasonable skill and care.
- 11.3 We accept no liability for any losses, costs, damages, claims or expenses in relation to your personal property, including your premises.

## 12. PERSONAL DATA AND COMMUNICATION STORIES

- 12.1 We will need certain information from you to provide the Member Services. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may not be able to provide the Member Services to you. In such circumstances, we may suspend the Member Services or terminate these Terms in accordance with Clause 10.
- 12.2 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at [www.nelliesupports.com/privacy-policy](http://www.nelliesupports.com/privacy-policy).
- 12.3 Nellie Supports produces a range of communications resources to demonstrate to its target audience the benefits of the Member Services it provides to its clients. We like to share the experiences of real people who are using our services in our communications as it helps to demonstrate the difference our work is making. By agreeing to these Terms, you give us permission to use your story in our communications. All details published in the communications will remain anonymous. If you would like to opt out from the use of your story in this way, you can do so by writing to us at [nellie@nelliesupports.com](mailto:nellie@nelliesupports.com).

## 13. OTHER IMPORTANT TERMS

- 13.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and it will ensure that the transfer will not affect your rights under these Terms.
- 13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 13.3 These Terms are between you and us. No other person shall have any rights to enforce any of its Terms.
- 13.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if it delays in taking steps against you in respect of your breaking these Terms, 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.
- 13.6 These Terms are governed by English law and you can bring legal proceedings in respect of the Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Terms in either the Northern Irish or the English courts.

By signing below, you agree to the above Terms:

SIGNED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OR**

SIGNED BY:

\_\_\_\_\_  
Individual's guardian if the individual is under 16 or does not  
have capacity to make decisions

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MODEL CANCELLATION FORM**

If you wish to cancel these Terms you can do so in writing and deliver personally or send (which may be by electronic mail) this notice to Nellie Supports. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form only if you wish to cancel the Terms)

To:  
Nellie Supports Ltd

Address:           Leep Accountants Limited, Unit 3f Forward House Aston Business Park, Shrewsbury Avenue, Peterborough, England, PE2 7EY

Email:             [nellie@nelliesupports.com](mailto:nellie@nelliesupports.com)

**I hereby give notice that I wish to cancel my Terms with Nellie Supports Ltd.**

Dated (insert date)           .....

Signed:                           .....

Name:                           .....

Address                         .....  
.....  
.....  
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