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## CLIENT AGREEMENT

<b>Date:</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Contracted Hours:</b>	
<b>Client Name &amp; Signature:</b>	
<b>Manager Name &amp; Signature:</b>	



## CONTRACT REVIEW / FEEDBACK

<b>CLIENT NAME:</b>	
<b>What do you like about Inspired Outings Ltd?</b>	
<b>Is there anything you think Inspired Outings can do better at / Improve on?</b>	
<b>Customers aspirations for the future?</b>	
<b>Any future trips/outings you would like to recommend?</b>	

## TERMS & CONDITIONS

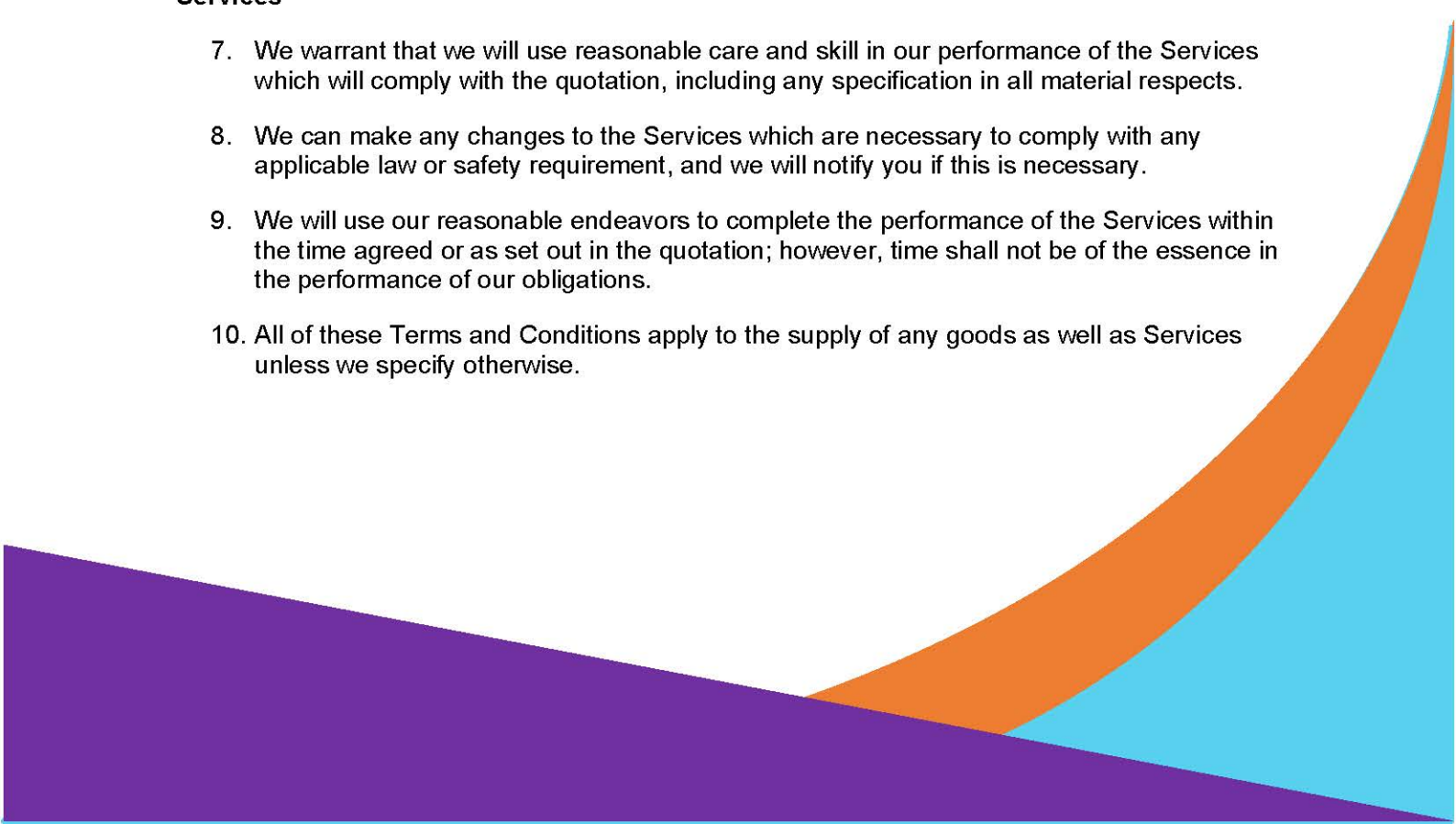
### Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Carla Smith trading as Inspired Outings Limited, Horwich, Bolton, Lancashire (**we or us or Service Provider**) to the person buying the services (**you or Customer**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the **Services** (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### Interpretation

4. Please access our full terms and conditions on our website [www.Inspiredoutings.co.uk](http://www.Inspiredoutings.co.uk)
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

### Services

7. We warrant that we will use reasonable care and skill in our performance of the **Services** which will comply with the quotation, including any specification in all material respects.
  8. We can make any changes to the **Services** which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
  9. We will use our reasonable endeavors to complete the performance of the **Services** within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
  10. All of these Terms and Conditions apply to the supply of any goods as well as **Services** unless we specify otherwise.
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## Your obligations

11. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
12. If you do not comply with clause 11 or 28 or 52, we can suspend or terminate the Services.
13. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

## Fees

14. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
15. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
16. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.
17. Inspired Outings Ltd do not take any responsibility for the financial situations of (**you or the customer**). As a service provider, we have no access to any 'direct payment accounts' so it is your responsibility to manage this. If you have a 'managed account' through 'disability positive' <https://disabilitypositive.org/contact-us/> then it is your responsibility as the customer to regularly check that you have enough funds to pay for the service provider(s). Any customer can request your bank statement from 'disability positive' to check your funding status.
18. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## Cancellation and amendment

19. Once you have signed the contract agreement for full and exclusive use of Inspired Outings, your allocated hours are to be used solely for Inspired Outings Ltd, if you decide to use another provider through 'direct payments' then you will need to put in writing if it is a termination of service and this should be done 30 days before. Cancellation charges will apply if this procedure is not followed. Please contact the Managing Director, Carla Smith for more information.
20. In some cases, clients/customers would like shared allocated hours through 'direct payments' which is fine, but priority will be given to full and exclusive clients/customers

who have chosen 'Inspired Outings' as their preferred service provider. Any customers wanting to use more than one or multiple service providers will be given the chance to book on trips if any spaces are available. Again, cancellation charges will apply if this procedure is not followed. Please contact the Managing Director, Carla Smith for more information.

21. You can change a trip/outing and secure a place on other trips at no additional cost however, this is only if there are places available. If we can fill your place, only then will you receive a full refund for any prepaid ticket cost. There may be no places guaranteed on other trips in the same week and if this happens then you will have the option to transfer your hours to a different week. Any cancellation that is less or 24 before the trip/outing will still be charged for the full amount.
22. We reserve the right to make changes to the programme, activities and transport shown on our brochure pages without prior notice. Substitutions and alternative plans may occur depending on customers' preferences, weather and unforeseen circumstances.

### **Failure to disclose support needs**

23. We reserve the right to refuse travel and to curtail trips if your support needs have not been fully disclosed prior to any trip/outing or short breaks and all support supplements paid for in advance. The full costs of curtailment in these circumstances will be charged to the customer.

### **COVID -19 Contingency**

24. We aim to ensure your trip/outing goes ahead, and that we are able to maintain COVID-safe measures for you and our team. If a trip/outing cannot proceed as planned due to UK Coronavirus restrictions, we will transfer your trip/outing to an alternative location. We will try to provide the activities shown but where this is not possible due to location, availability or restrictions we will substitute them with activities of our choice. No refunds are available should you decline to travel on a relocated trip/outing. We have a COVID-19 risk management plan and a full range of safety measures which we will employ for as long as necessary.
25. We aim to ensure the safety of all clients and staff is achieved and we will not be able to adhere to this if our clients and staff are double vaccinated. Anyone refusing to be double vaccinated will not be allowed to go on our trips as they will be considered too high risk. In some cases, and for medical reasons this may not an option for such clients and in this case, we will only allow this if the client shows a letter from their GP / Medical services to explain why they are exempt. All clients who are double vaccinated are to be aware that such clients could exist on trips/outings and understand that the company is not liable for any covid related illnesses or even death and that it is up to the individual to take ownership of precautions.
26. Please check our website for your responsibilities regarding Covid risk management

### **Medication**

27. Medication must be in clearly labelled in dossett boxes with the correct combination and the quantity of medication in each compartment if you need to take medication daily. Most pharmacists will provide medication in this format as a free service.
28. You must carry your own medication in a secure backpack and keep it safe, and then take your medication under staff supervision just as a precaution.

29. We **DO NOT** accept medication in any other format including packets, bottles etc (unless liquids). Medication must be labelled with customers' name, the name of the medication, the condition to which the medication relates and the daily dosages with times and instructions. Creams and drops must clearly state the dosage, when and where to apply and the expiration date.
30. You must be able to administer your own medication.
31. Staff are able to prompt with your medication time, but they cannot be held responsible for errors arising in your medication needs if not stored, administered and labelled correctly.

### Medical Support

32. Please ensure we are notified if you have the following conditions so we can provide appropriate support: epilepsy, diabetes, asthma, heart and respiratory conditions. In the event of a medical emergency, we will access relevant emergency services.

### Challenging Behaviour

33. Customers who display challenging behaviours should make us aware of their communication needs to ensure we can respond appropriately. Please note that the trips/outings are catered for individuals who are able to mix well with others and are not specifically catered for anyone who has physical challenging behaviours.

### Socialising

34. Our mission is to enable our clients to socialise and meet friends and we realise that sometimes it can be difficult taking part in group activities, and you can feel uncomfortable in noisy or busy social situations. This may lead to certain behaviours that we need to respond appropriately too. We can work together to make the trips/outings as comfortable as possible and once you have given us all your relevant support needs then we can assist you to gain the most enjoyment out of your trip/outing.

### Personal Care

35. If you have any problems with continence, or need additional support, e.g., regular toilet stops or additional measures to be taken on our transport please make us aware at our Meet and Greet assessment.

### Payment

36. The trip/outing will include supporting hours, ticket costs (where applicable), refreshments and meals (if stated) as well as mileage costs.
37. Once you have confirmed your place on the trip/outing, we will ask for payment in advanced no later than a week before. We accept bank transfer, cash or cheques made payable to Inspired Outings Ltd. **Please ask for our details if you wish to pay by bank transfer.**
38. We accept payments for **supported hours** under the Direct Payments and Individual Budget schemes - please speak to your social worker or primary care provider for advice.
39. We will invoice you for payment of the Fees either:
  - a. when we have completed the Services; or
  - b. on the invoice dates set out in the quotation.

40. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
41. Time for payment shall be of the essence of the Contract.
42. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 0% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
43. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
44. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
45. Receipts for payment will be issued by us only at your request.
46. All payments must be made in British Pounds unless otherwise agreed in writing between us.

### **Private Payment**

47. There is opportunity to pay privately for any trip/outing that is advertised in our brochure, the total cost will be worked out by current agency hourly rates plus any additional costs for the trip/outing. Please contact the team the team directly to discuss your options.

### **Travel**

48. Due to the nature of the trip/outing, pick up time could be 15 mins before the designated trip time or 15 min after. Staff will make contact via text or telephone when they are 15 mins away so that you can be ready and access the vehicle as quickly as possible. Due to the nature of the business, collection needs to be as efficiently as possible.
49. If you feel that a 'door to door' service does not meet your specific needs, then we have two main collection and drop off points. Just contact the team before the trip/outing and we can arrange this for you.

**Morrison's Carpark – Chorley old Road**  
**Sainsburys Carpark- Bolton Retail park, Trinity street.**

### **Sub-Contracting and assignment**

50. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
51. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

### **Termination**

52. We can suspend or terminate the provision of the Services immediately if you:
  - a. commit a material breach of your obligations under these Terms and Conditions;  
or
  - b. fail to make payment of any amount due under the Contract on the due date for payment; or

- c. any verbal or physical abuse given to any staff member. All concerns must be reported to the Managing Director and not Personal Assistants.
- d. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- e. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- f. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

### **Intellectual property**

- 53. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

### **Liability and indemnity**

- 54. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 55. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
- 56. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
  - a. any indirect, special or consequential loss, damage, costs, or expenses or;
  - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 57. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.



58. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.
59. All clients who are double vaccinated are to be aware that some clients could not be double vaccinated for Covid-19 for medical reasons and each client or parent are aware that there could be these individuals on trips/outings and that Inspired Outings will not be liable for any covid related illnesses or death and that it is up to the individual to take ownership of precautions.

### **Data Protection**

60. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
61. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
62. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
63. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
64. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
65. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
66. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found 'On our website'. For any enquiries or complaints regarding data privacy, you can email: [carla@inspiredoutings.co.uk](mailto:carla@inspiredoutings.co.uk)
67. We would like to take photos of our trips to promote and advertise Inspired Outings Limited to reach out to new clients and by signing this agreement, you are happy for us to use these images.

### **Circumstances beyond a party's control**

68. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **Communications**

69. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
70. Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
  - d. on the tenth business day following mailing, if mailed by airmail.
71. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## **No waiver**

72. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## **Severance**

73. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **Law and jurisdiction**

74. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

