



## **HEMOCARE TERMS AND CONDITIONS**

01 Feb 2023

### **Relationship of the Parties**

1. Care Concierge operates and manages a platform through which you can request for Home Care services.
2. Care Pros are independent contractors proposed by Care Concierge to provide Home Care services.
3. All parties further acknowledge that the Care Pros are not agents, partners, or employees of Care Concierge, and are not authorised to make any representations, contracts, or commitment on behalf of Care Concierge.
4. You acknowledge and agree that Care Concierge shall not have any liability and held harmless for any losses, injury, direct, indirect, incidental, special or consequential damages however cause and on any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise) arising in any way pursuant to the actions of the Care Pros.

### **No Professional or Medical Advice**

1. You acknowledge that the Care Pros do not provide medical services, nor have any authority to give any form of professional advice and are not intended to replace or substitute any professional or medical officers.
2. Any information provided by the Care Pros cannot be relied on as medical advice. You should instead consult with appropriately trained professionals or medical providers for all concerns that require professional or medical advice.
3. The Care Pros shall only perform the duties as agreed upon in this agreement or as instructed by the Care Manager. Care Concierge shall not be liable for anything whatsoever in the event that the Care Pros acted upon your instructions and you further agree to indemnify Care Concierge in the event Care Concierge suffers any losses pursuant to your instructions to the Care Pros without the concurrence of the Care Manager.

### **Changes to Agreement or Service**

1. Care Concierge reserves the right to modify the rates by sending you a written notice before the expiry of your current contract.
2. The services provided by Care Concierge evolve over time, and this might result in changes or discontinuance of all or any part of the current services provided.

### **General Payment Terms**

1. You agree to pay Care Concierge for all transactions made in connection with your Account.



2. Any changes in rates and any other changes will be communicated to you in advance, prior to charging it to your Account.
3. All fees are due immediately upon issuance of an official invoice, and payments are to be made prior to commencement of services.
4. Care Concierge is using third-party services to process credit card payments.
5. Payment Channels:  
Download the Care Concierge App and pay via Credit Card or Debit Card  
- Bank Transfer to:  
CARE GUARDIAN SDN BHD  
CIMB BANK Account No: 8010948703  
(transaction slip to be sent to your dedicated Care Manager)
6. Under NO circumstances are you required to make any payment directly to the Care Pros.
7. If your account has invoices overdue for more than 30 days, Care Concierge reserves the right to suspend or terminate all services.

### **Direct Hire Fee**

1. In the event that you directly hire any Care Pro that has been provided to you by Care Concierge during the term of this Agreement, or within the last twelve (12) months after the completion/termination of your agreement with Care Concierge, you agree that you will pay Care Concierge a placement fee equal to RM15,000.00. (Ringgit Malaysia: Fifteen Thousand Only).
2. You agree that the fee above is a reasonable representation of damages suffered by Care Concierge.
3. Care Concierge will not be responsible for any liability or damages from this Direct Hire arrangement.
4. As a result of a Direct Hire, Care Concierge will terminate its services/agreement with you immediately.

### **Selection of Care Pro**

1. The Care Managers will make the best efforts to understand your requirements, followed by shortlisting the best-matched candidate available.
2. If you do not wish to proceed with the shortlisted Care Pro, kindly inform your dedicated Care Manager the specific reasons for non-acceptance.
3. Your Care Manager will shortlist another candidate, depending on the availability and suitability of the Care Pro.
4. Care Managers are not required to share more than one (1) shortlisted Care Pro at any given time.
5. Care Concierge does not warrant or represent that it assesses or monitors the suitability, legality, ability, movement, or location of any of the Care Pro and you expressly waive and release Care Concierge from any and all liability, claims or damages arising from or in any way related to the actions of the Care Pro.

### **Getting to know your Care Pro**



**1. 3-Way Video Call**

You may opt for a 3-way video call to get to know the Care Pro, which will be organised by the Care Manager at a time convenient for all 3 parties.

**2. Face-to-Face Meet**

You may opt for a face-to-face meeting at Care Concierge's Head Office, depending on the availability of all parties. A RM 100.00 fee will be charged to arrange a physical meeting of up to 30 minutes.

**3. Home Assessment**

If necessary, a Home Assessment can be arranged by the Care Manager, whereby a Registered Nurse is dispatched to assess the health condition of the patient requiring Care, as well as the home environment.

A fee of RM100.00 will be incurred for this Home Assessment (excluding transportation charges of RM2/km for locations beyond the 25km travel distance from Jaya One, Petaling Jaya (not including the first 25km).

## **Transportation**

1. For cases within Klang Valley, transportation charges of RM2/km per trip traveled will be incurred for cases whose locations are beyond the 25km travel distance from Jaya One, Petaling Jaya (not including the first 25km). Calculations are done using Google Maps as a guideline.
2. For cases in other regions, transportation charges will vary depending on your location and requirement. Kindly refer to your dedicated Care Manager for more details.
3. In certain cases where the location of the patient is difficult to access, a Transportation Allowance can be considered to compensate for the Care Pro. Transport allowances will be determined and agreed upon before confirmation.

## **Minimum Duration of Service**

1. Care Assist and Care Plus services have a minimum duration of 5 hours.
2. This minimum duration clause does not apply to other Care Concierge services, e.g. CareX Physio, Nursing Procedures, Doctor's Visit (Care Concierge reserves the right to review and amend this list without prior notice).

## **Active Hours - Live-in Arrangements**

1. The recommended working hours are (10-12) active hours, with the remaining (12-14) hours on standby, which include a (6) hour uninterrupted rest for the Care Pro. This is to ensure that the performance of the Care Pro is not affected by fatigue.
2. When on standby, the Care Pro will assist the patient as and when necessary, and during emergencies (e.g. going to the toilet, changing diapers, etc.).
3. If the patient has erratic sleep patterns at night (e.g. waking up constantly), the Care Pro is encouraged to find opportunities during the daytime to rest, assuming the patient is safe and under proper supervision.

## **Client's Obligations**



You shall:

1. Provide a safe and secure working environment for the Care Pro.
2. Provide the Medical Consumables, and PPEs (gloves, face masks, etc.), which are necessary to enable the Care Pro to perform the services. If deemed necessary, the Care Pro or Care Manager may purchase the necessary items upon informing you, of which the costs will be borne by yourself.
3. Provide a proper accommodation environment (e.g. a mattress in a good condition, shower facility, etc) with a well-ventilated area for Care Pro who is on the Live-In arrangement.
4. Provide the 3 main meals for Care Pro who is on Live-In arrangements (packed food, or basic ingredients and facilities for the Care Pro to prepare his or her own meals).

## **Safety**

1. You are responsible for providing a safe and secure working environment for the Care Pro.
2. If at any point a Care Pro detects violence or abuse, affecting any party within the given services, the Care Pro may be required by law to report that abuse to law enforcement.

## **COVID Screening**

1. Referring to the terms stated under 'Relationship of the Parties, all COVID Testing costs are to be borne by yourself.
2. The Care Pro is to be tested with either the Rapid Test Kit - Antigen (RTK Antigen), or the PCR test, both done by KKM-approved labs or centers, prior to the commencement of services.
3. Care Concierge will not be held responsible in the event where the Care Pro, patient, or someone within the household is tested positive for COVID-19.

## **Cancellation of Services**

1. You may cancel any appointment by informing your dedicated Care Manager.
2. A cancellation fee may be incurred if cancellations are done within the duration of less than 24 hours from the scheduled appointment.
3. Certain discount or promotional rates may be subject to additional restrictions and penalties for cancellation.
4. If you do not want to complete using the services that have already been paid for, a prorated refund can be arranged, incurring an RM100 administration fee.
5. Care Concierge reserves the right to terminate the services with immediate effect in the event of any breach or non-payment by you.

## **Substitution of Care Pro**

1. If a Care Pro is unable to make it for the appointment, and Care Concierge receives sufficient advance notice, Care Concierge will make every reasonable effort to find a replacement insufficient time. If no replacement is available, you will not be charged for



the appointment.

2. If the Care Pro does not perform up to a standard reasonably required of a Care Pro, the client is to inform the dedicated Care Manager, of which, the Care Manager will make efforts to look for a replacement.
3. Care Concierge would not be liable in the event that it is unable to find a suitable replacement of the Care Pro.

## **Surcharge(s)**

### **Surcharge - Public Holiday(s)**

1. There will be a 50% surcharge for hourly or daily bookings made which coincides with any Public Holiday(s).
2. This surcharge does not apply to those on monthly packages.

### **Surcharge - Urgent Fee**

1. An administration fee of RM100.00 will be incurred for requests made in less than 24 hours from the intended appointment schedule, subject to availability and the fulfillment of the safety requirements for Care Pro.

### **Surcharge - Change Request Fee**

1. An administration fee of RM100.00 will be incurred if a request for a change of appointment date, appointment time, or Care Pro within the window of 24 hours from the scheduled appointment.
2. Care Concierge will inform you should there be any changes in the appointment date, appointment time, or Care Pro shortlisted.

## **Refund Policy**

1. Compassionate Refund - This Compassionate Refund is applicable in the event of the passing of the patient receiving the Care. The remaining hours or days will be prorated and refunded within 7 working days, upon receiving the refund details from you.
2. Apart from the Compassionate Refund, all other refunds will incur an RM100.00 administration fee.

## **Patient Hospitalised**

In the event that the patient is admitted to the hospital, below are a few options for the Client:

### **Option 1: Opt for the Care Pro to provide Care at the given hospital**

1. If the Care Package is a Live-In arrangement, the Care Pro can be sent to the hospital during active working hours, and back home to the client's home to rest post-active hours. - If the Care Pro is required to Live-In at the hospital (strongly discouraged, due to the exposure in the hospital), the Client must provide a proper bed, meals (or an allowance of RM15 per meal (Lunch &



Dinner), and transportation allowance (if necessary)).

2. If the Care Package is a DayCare arrangement, the Care Pro can maintain his/her usual traveling arrangements.
3. If for whatever reason the Care Pro is unable to commit to providing Care at the hospital, the Care Manager will make reasonable efforts to find a replacement Care Pro to handle the Care. Care Concierge will not be responsible if there are no available replacements during this period and will put the package on hold until further notice.

**Option 2: Opt for the Care Package to be frozen until a later date**

1. You can choose to freeze the current Care Package, to be utilised at a later date. Please note that the remaining balance will be valid for up to three (3) months from the date the service was put on hold.

For special considerations, kindly inform your Care Manager, or email 'contact@mycareconcierge.com' to seek approval for an extension of the remaining balance days/hours in the Care Package.