

TERMS AND CONDITIONS

The Client hereby represents, understands and agrees that:

1. The activities carried out within the Client's premises are not in contravention of any law for the time being in force;
2. The consideration charged for the provision of services by Mr. Homecare constitutes the entire consideration for the said services and the same is NON REFUNDABLE and NON ADJUSTABLE. The Client shall in no event whatsoever deny Mr. Homecare of the same for, *inter alia*, any alleged deficiency in the services, etc.;
3. Any additional consideration, whether of a monetary nature or not, provided by the Client directly to the service personnel of Mr. Homecare without the knowledge or consent of Mr. Homecare must be provided at the sole discretion of the Client and Mr. Homecare shall not be responsible for any acts of the service personnel in response to such additional consideration;
4. The service provider will be using electrical appliances/machinery for efficiently providing the services and the same will require adequate supply of electricity. The Client agrees that the Client shall at all times make available adequate electrical supply for the same. In the event that Mr. Homecare's staff is unable to provide services due to an inadequate electric supply or due to the inability to use the electric appliances/machinery at the premises, the Client understands and agrees that the same shall not constitute a deficiency of service;
5. The Client at all times ensure cooperation and shall provide assistance in the efficient provision of services by Mr. Homecare's team. In the event that a service provider is unable to efficiently provide his/her services due to any obstacle/obstruction caused by the Client or due to any act, omission or negligence of the Client whatsoever, the services of the service provider shall be deemed to have been provided for the day and the entire consideration for the same shall be provided to Mr. Homecare;
6. In the event that the client is desirous of cancelling or delaying an appointment during the course of the provision of services by Mr. Homecare's team, i.e. after a service team has reached the client's premises, the client shall be liable to pay the entire consideration amount agreed at the time of appointment;
7. Although Mr. Homecare has taken all reasonable efforts to verify the identity and efficiency of their personnel, Mr. Homecare does not guarantee that an individual personnel at all times demonstrate the same level of efficiency or that such personnel shall not indulge in any misdeeds or illegal activities including but not limited to theft. The Client understands and agrees that the Client shall at all times exercise prudence in dealing with Mr. Homecare's personnel. Mr. Homecare allows the Client to inspect the personnel at the time of entry and exit from the Client's premises. However, the Client understands, represents and agrees that the inspection of the female service personnel shall be conducted only by a female Client/female representative of a Client. In the view of the afore mentioned, the Client indemnifies Mr. Homecare from any claims, costs, damages, losses, liabilities or any other consequences arising out of any alleged misdeed or illegal activity carried out by Mr. Homecare's personnel. Accordingly, any action or proceeding of any nature whatsoever shall be initiated by the Client directly against the personnel;
8. The Client represents and warrants that Mr. Homecare's personnel shall not be subjected to any form of ill treatment, harassment or abuse whatsoever and any complaints with respect to them must be made to Mr. Homecare who will initiate appropriate disciplinary action against such errant personnel;
9. During the course of the provision of services, if a Mr. Homecare team member suffers from any injury or accident due to any act, omission or negligence of the Client, the Client shall be liable for the payment of the cost of treatment;

In view of the above representations and warranties of the Client and in addition to all that is mentioned herein above with respect to the responsibility and liability of Mr. Homecare, Mr. Homecare makes the following representations and warranties to the Clients:

1. Mr. Homecare shall conduct sufficient, adequate and reasonable background checks of the team that is appointed by it;
2. Mr. Homecare shall ensure that the service personnel possess the required skill and experience to provide the required the said services
3. Mr. Homecare shall provide the service personnel with the required tools, appliances and machinery needed for the efficient provision of services to the Client;
4. Mr. Homecare shall instruct its team to be courteous to the Client and to not use obscene language and/or indulge in any acts constituting the ill-treatment or disrespect of the Client.