

Terms and Conditions

Support & PA Recruitment Services

1. Purposes of Our Services

Humans Cornwall, a service of disAbility Cornwall and the Isles of Scilly, provides recruitment support to people who wish to arrange and self-fund their own care and support.

Our self-funded service is designed for people who want to arrange and pay for their own support and may need help to:

- Explore different support options
- Connect with Personal Assistants (PAs)
- Receive guidance through the PA recruitment process

We aim to provide clear information, practical support, and encouragement in a way that is fair, transparent, and person-centred.

2. Service Packages

We offer two service packages designed to support you in finding a Personal Assistant (PA). Full details will always be confirmed at the point of purchase.

Our standard offer begins with Tier 1 (PA Matching Service). If no suitable match is identified, and with your consent,

we can move to Tier 2 (PA Recruitment Support).

If you already know you need full recruitment support, you may choose to proceed directly to Tier 2 without using Tier 1.

Tier 1: PA Matching Service – £50

An initial matching service for people seeking a PA.

What this includes:

- A short discussion about the support you are looking for (hours, location, type of support)
- Matching against our current PA register
- Sharing contact details of suitable PAs for you to contact directly

Fee:

£50 is payable only when:

- You confirm that you intend to employ or contract the PA introduced through our service and
- The PA confirms the role

If no suitable match is found:

With your agreement, we can move to Tier 2. In this case, you will not be charged for Tier 1.

If the PA arrangement ends within 30 days:

If a PA introduced through Tier 1 stops working with you within 30 days of their start date, you may access Tier 2 at a reduced fee of £100.

If the PA arrangement ends after 30 days:

The support process will need to start again, and standard package fees will apply.

Tier 2: PA Recruitment Support – £150

A guided recruitment package to support you to recruit your own PA.

Fee:

£150 payable upfront before work begins.

What this includes:

- Working with you to create a tailored PA advert
- Advertising your role through our website and social platforms
- Sharing suitable applicants for you to shortlist
- Guidance on arranging and carrying out interviews
- Templates and recruitment guidance aligned with Skills for Care Being a Great Employer resources
- Ongoing support through the recruitment process until a match is made

Fees cover the support and work provided, not the final outcome.

3. Payments and Fees

Tier 1: PA Matching Service – £50

No payment will be taken unless a successful match is confirmed.

Tier 2 – PA Recruitment Support

Payment is required upfront before work begins. This allows staff time to be allocated and support to start promptly. Work will begin once payment has been received.

Payment Options

We accept payments in the following ways:

- 1.** By bank transfer – Using the invoice from our accounts team, you can pay on your online banking or in a branch/community banking centre.
- 2.** By cheque addressed to: disAbility Cornwall and the Isles of Scilly, Unit 1 G/H Guildford Road Industrial Estate, Hayle, TR27 4QZ.

Payment timeframes

You have 14 days to make the payment once you have received the invoice.

Our team will confirm with you when they have received your payment and work can commence.

4. Cooling-Off Period (14 Days)

When purchasing services online, by email, or by phone, you normally have a 14-day cooling-off period under consumer contract regulations.

If you ask us to start work during this period, you agree that:

- You will not be entitled to a full refund once work has started
- Any refund of up to 50% will reflect the work already completed.
- Refunds are managed in line with Section 5 below.

5. Refunds and Withdrawal

Before work has started

If you withdraw or your circumstances change before any work begins (for example, no matching has taken place and no advert has been created), a full refund will be provided.

Once work has started

If work has already begun:

- Full refunds will not be given.
- A 50% refund will be provided if you withdraw prior to your advert being published.

If a PA role is not filled

Recruitment outcomes cannot be guaranteed.

Fees are for the support and work provided, not the outcome. A role not being filled does not automatically qualify for a refund.

We will work with you to maximise the chances of finding suitable support and make amendments along the way to ensure every success.

6. Our Role, Responsibilities and Liability

Humans Cornwall provides support to help people connect with Personal Assistants (PAs) and to guide them through the recruitment process.

We will provide support in line with the service package you purchase. This may include:

- Information and guidance
- Recruitment support and templates
- Advertising and matching services

Humans Cornwall does not employ Personal Assistants and does not manage or supervise their work.

Once a PA is engaged, the employment relationship is between the client and the Personal Assistant.

This means the client is responsible for:

- Carrying out employment checks where appropriate
- Agreeing terms of work with the PA
- Managing and supervising the PA's work
- Ensuring appropriate safeguarding and employment arrangements are in place

While we aim to support safer recruitment, we cannot guarantee the suitability, performance, or conduct of any Personal Assistant introduced through our service.

Humans Cornwall is not responsible for the actions or behaviour of Personal Assistants once an introduction has been made.

Our liability is limited to the services provided as part of the purchased support package.

Nothing in these Terms & Conditions limits liability where it cannot legally be limited under UK law.

Information provided

We rely on information provided by clients and Personal Assistants when delivering this service.

While we take reasonable steps to support safer

recruitment, we cannot guarantee the accuracy or completeness of information provided by third parties.

7. Client Responsibilities

To support a positive and effective process, clients are expected to:

- Provide accurate and up-to-date information
- Engage with the recruitment or support process where required
- Inform us promptly if circumstances change

Where a client recruits or engages a Personal Assistant through our matching or recruitment support services, the employment relationship is between the client and the Personal Assistant.

Personal Assistants may work as:

- Direct employees of the client, or
- Self-employed contractors engaged by the client

Humans Cornwall does not employ Personal Assistants as part of this service and does not manage employment relationships.

Clients are responsible for:

- Agreeing terms of work with the PA
- Carrying out any employment checks where appropriate
- Managing and supervising the PA
- Meeting any legal responsibilities as an employer where applicable

We may provide guidance and resources to support good recruitment practice, but responsibility for employment arrangements rests with the client.

Humans Cornwall is not responsible for disputes, employment matters, or disagreements that may arise between clients and Personal Assistants once an introduction has been made.

Respectful behaviour

We expect everyone using this service to behave in a respectful and safe way towards staff, Personal Assistants, and others involved in the recruitment process.

We reserve the right to refuse, pause, or withdraw support where behaviour is abusive, threatening, discriminatory, or where previous interactions indicate that continuing to provide the service would not be appropriate or safe.

Where possible, we will explain our decision and may suggest alternative sources of support.

8. Safeguarding

We are committed to promoting safer recruitment and supporting the wellbeing of people who use our services.

As part of our support, we aim to encourage safe and responsible recruitment when connecting people with Personal Assistants (PAs).

As part of our service, we will:

- Provide guidance on safer recruitment practices
- Share resources from Skills for Care, such as Being a Great Employer
- Provide guidance on checks such as references, DBS checks, and Right to Work where appropriate.

Our role

Humans Cornwall helps people connect with Personal Assistants and provides support during the recruitment process. We do not employ, supervise, or manage Personal Assistants.

Once a PA is engaged, the person or family employing the PA is responsible for:

- Carrying out any employment checks
- Managing and supervising the PA
- Ensuring appropriate safeguarding arrangements are in place
- This applies whether the PA is directly employed or self-employed.

Safeguarding concerns

We expect Personal Assistants who engage with people through this service to behave safely, respectfully, and in line with safeguarding principles.

If we become aware of information that suggests there may be a risk of harm to a client, PA, or another person, we may share relevant information with appropriate safeguarding services in line with our safeguarding policy and legal duties.

Our duty to act

In some situations, we may need to pause or stop providing support if we believe there is a risk to the safety or wellbeing of a client, Personal Assistant, or member of staff.

Where possible, we will explain our concerns and work with the people involved to find a safe way forward.

If necessary, we may share relevant information with appropriate safeguarding authorities without consent where there is a risk of harm, in line with our safeguarding responsibilities.

We reserve the right to pause or withdraw support where the service is being misused, where safeguarding concerns arise, or where continued involvement would place staff or others at risk.

9. Fairness and transparency

All decisions about refunds or withdrawals will:

- Be made consistently
- Take into account the work already completed
- Be explained clearly and respectfully

We aim to apply these Terms & Conditions fairly, consistently, and in line with our values as a user-led organisation.

10. Agreement to these terms

Payment of a service confirms agreement with these Terms & Conditions.

The version in place at the time of purchase will apply.

11. Data protection and privacy

We take your privacy and personal information seriously and handle all data in line with UK GDPR and Data Protection legislation.

How we store your information

Information you provide to us will be stored securely on our Customer Relationship Management (CRM) system.

We retain information only for as long as necessary to provide the service and meet legal or organisational record-keeping requirements.

How we use your information

Storing your information allows us to manage your enquiry and support you through the recruitment or matching process.

We process personal information in order to provide the services described in these Terms & Conditions. Our lawful basis for processing personal data is the performance of a contract and, where appropriate, legitimate interests in managing recruitment support services.

Your information will only be used to:

- Manage your support request
- Communicate with you about PA recruitment support
- Track and manage your support timeline
- Provide the services outlined in these Terms & Conditions

Sharing information

Your personal contact details will not be shared publicly. If you choose to proceed with recruitment support, we will work with you to create a PA job advert based on information you provide.

You will have the opportunity to review and approve the advert before it is published or shared.

Any consent to publish recruitment adverts or related

information will be collected separately during the recruitment process.

Your rights

You have the right to:

- Request access to the personal data we hold about you
- Request corrections if information is inaccurate
- Ask for your information to be deleted where appropriate

disAbility Cornwall and the Isles of Scilly is the data controller responsible for the personal information processed through the Humans Cornwall service. If you have questions about how your information is handled or wish to exercise your data protection rights, please contact us using the details in Section 13. For full details about how we manage personal data, please see our [Privacy Policy](#).

12. Complaints

We aim to provide a supportive and high-quality service. If you are unhappy with any part of our service, we encourage you to tell us so we can try to resolve the issue.

In the first instance, please contact us so we can understand the concern and work with you to find a solution.

If you wish to make a formal complaint, this will be handled in line with our Customer Care and Complaints Procedure.

You can read our full [Complaints Policy](#).

You can also contact us using the details in section 13.

We aim to handle all complaints fairly, respectfully, and in line with our organisational values.

13. Contact us

If you have any questions about our services, fees, or what is included in a package, please contact us before purchasing so we can help you choose the most suitable support.

Email: selfdirectedsupport@humanscornwall.org.uk

Phone: 01736 697040

Website: www.humanscornwall.org.uk