

## Service Contract

Service terms are shown as below:

### 1) Service content

- a) The service target is restricted to the service users under the name of the Client. Client can change the number of service users on OK Care mobile app or contact our staff.
- b) Healthcare professional will provide the service(s) according to:
  - i. The specific tasks which are the duties of the booked healthcare professional such as:
    - Ryles tube handling by Enrolled Nurse or Registered Nurse
    - Chest Physio (Percussion, suction) by Physiotherapist
  - ii. When any extra service(s) is/are needed, extra fee will be applied and arrangements will be handled by OK CARE according to the service(s) required.
  - iii. When conditions are safe for the tasks to be conducted. Healthcare professional will judge based on their professional experiences and advise the client on proper management and handling to ensure service quality.
- c) Before providing a service, the healthcare professional will assess the condition of the service user:
  - i. Vital signs such as body temperature, pulse, ventilation, blood pressure (equipment to be provided by client) to ensure his/her body condition is appropriate for the service(s). If healthcare professional finds that the service user is not suitable for the service booked after assessment, the healthcare professional has to submit the detailed assessment/treatment record and will advise the client to end the service upon professional judgment, and OK CARE will take the hand to discuss alternative arrangement with the client.
  - ii. For transfer and lifting, it will be performed under safety measures to avoid potential injuries to the user as well as the healthcare professional. Healthcare professional may request for suitable equipment and/or assistance if he/she finds the task is unsafe to be performed alone and upon his/her professional judgement such as but not limited to:
    - Hoist/ 2 persons/ pat slide/ side sheet for transfer of bed ridden and/or paralysed user and/or body weight > 50 kg
- d) There will be reasonable toilet/ tea break arrangement for service over 4 hours and meal break for service duration over 7 hours.
- e) Before the end of the service, the healthcare professional will check the general condition of the service user again, if necessary, measuring body temperature, pulse, ventilation, blood pressure (equipment to be provided by client).

## 2) Service charges and Booking of service

- a) The agreed Service fees will be paid in advance per agreed payment terms in order to proceed arrangement of healthcare professionals.
- b) In any circumstances that service time is needed to be extended, we will have to charge extra fee, calculated hourly in ratio. Service less than an hour will also be counted as an hour.
- c) In any circumstances (except the personal reasons of the healthcare professional) that the healthcare professional cannot provide service(s) after arriving the service venue owing to the service user's reasons or if the healthcare professional feel that his/ her personal safety is at risk, including but not limited to physical and mental, the client will still be required to pay all the fees for the service on that day/ at that time.
- d) Additional Service charges on public holiday  
Client will have to pay 1.5 times of the original service charge if services are provided on the following dates:
  - i. All public holidays and Statutory holidays assigned by HKSAR government (Please see point iv for charges on Lunar New Year's Day, the second day, and the third day of Lunar New Year):  

The first day of January, Ching Ming Festival, Good Friday, the day following Good Friday, Easter Monday, Labour day, Buddha's Birthday, Tuen Ng Festival, Hong Kong Special Administrative Region Establishment Day, the day following the Chinese Mid-Autumn Festival, National Day, Chung Yeung Festival, Christmas Day, the first weekday after Christmas Day (Boxing Day);
  - ii. The following day of the above if it is a public holiday according to HKSAR
  - iii. Other specific days  

Chinese Mid-Autumn Festival, Christmas Eve and New Year's Eve;
  - iv. Client will have to pay 2 times of the original service charge if services are provided on Chinese Winter Solstice Festival, Lunar New Year's Eve (Nin 30), Lunar New Year's Day, the second day, and the third day of Lunar New Year.
- e) Client will pay the service charge by credit card, cheque, bank transfer, FPS or OK Care mobile app to secure the service date and proceed to arrangement of healthcare professional:
  - i. Download the mobile app of OK Care, and pay credit card via mobile app.

- ii. To pay by cash or credit card, please come to our office at Rm 912, 9/F, Melbourne Plaza, 33 Queen's Road Central, H.K. within office hour (Mondays to Fridays, 09:30-18:30).
  - iii. To pay by cheque, the cheque must be posted to our office not less than 2 days before the service date (base on the actual time of receipt by our company). Please make the cheque payable to "OK Care Limited", and mark the name of client, service user as well as contact number at the back of the cheque. Please post the cheque to Rm 912, 9/F, Melbourne Plaza, 33 Queen's Road Central, H.K.
  - iv. To pay by bank transfer, please deposit the fee to our company's bank account 012-704-0-008829-5 in Bank of China, name of account: OK CARE LIMITED, 2 calendar days before the service date, and send a photo of the deposit slip to 6514 1452 through WhatsApp.
  - v. To pay by FPS account: 100723840, payable to "OK CARE LIMITED".
  - vi. For item ii - v. of the above, additional administration fee of \$200 will be incurred.
- f) Booking can be made through mobile app or web portal. Offline booking arrangement will incur additional administration fee of \$200 per booking.
  - g) Request for same healthcare professional is available on the "saved professional" in mobile app and subject to availability of the healthcare professionals.
  - h) When a client decides to arrange service with healthcare professional directly, any booking arranged within 6 months from the last booking, the client will pay OK CARE an agency fee of \$ 8,000.

### 3) Cancellation of service arrangement at last moment

- a) If cancellation and notification are made not less than 48 hours before the service date, client has to pay HK\$200 handling fee;
- b) No re-fund can be made if cancellation and notification are made less than 48 hours before the service date.
- c) The hours of notification mentioned in a) and b) above are based on the time our staffs receiving your confirmation on phone within office hour (Mondays to Fridays, 09:30-18:30);
- d) If the booked service is terminated during the session upon request of user or client, full-service fee will be charged for that session. Cancellation of the unused sessions thereafter and the relevant refunds can be arranged. Such refunded service fees, deducted with the handling fee of HK\$200, for the cancelled sessions will be settled to the service venue within one month from the cancellation date.

### 4) Refund Policy and handling charges

- a) Refund can only be made under critical circumstances.

- b) If there is no service provided within 24 hours of the service date, cancellation and refunds can be arranged.
- c) If the service user passes away during the session, full service fee will be charged for that session. In case the service user is unable to continue the service due to a death issue, cancellation of the unused sessions thereafter and the relevant refunds can be arranged, client should notify our company as soon as practicable ("notification date"). Such refunded service fees, deducted with the handling fee of HK\$200, for the cancelled sessions will be settled to the service venue within one month from the notification date.
- d) If the client wishes to terminate the service, a written notice is required for a refund. A HK\$200 handling fee will be charged from the remaining service fees. The refunded service fees will be settled to the service venue within one month from the notification date. The free credits provided by OK CARE Limited are non-refundable.

#### **5) Service arrangement and charge when rainstorm warning signal is issued**

- a) If the yellow or red signal is issued, all services will be carried out as arranged.
- b) If the black signal is issued 2 hours before the service time, the healthcare professional will not go to the service venue and provide service, until the black signal is cancelled.
- c) Once the black signal is cancelled, the healthcare professional has to go to the service venue and provide service within 3 hours. The service fee will be counted and charged as one full day. If healthcare professional is required to arrive service location in shorter time, client will be required to pay for the transport allowance.
- d) If the black signal is issued during the service time, the healthcare professional will stay at a safe place and continue to work.
- e) If the black signal is issued by the end of the service, the healthcare professional will stay at the service venue and continue to provide service, until the black signal is cancelled. Extra service time will be charged 1.5 times of the original fee in ratio.

#### **6) Service arrangement and charge when tropical clone warning signal is in force**

- a) If a Typhoon Signal No. 3 or below is in force, all service will be carried out as arranged.
- b) If a Gale or Typhoon Signal No. 8 or above is in force 2 hours before the service time, the healthcare professional will not go to the service venue and provide service, until the signal is cancelled.
- c) Once a Gale or Typhoon Signal No. 8 or above is cancelled, the healthcare professional has to go to the service venue and provide service within 3 hours. The service fee will be counted and charged as one full day. If healthcare professional is required to arrive service location in shorter time, client will be required to pay for the transport allowance.

- d) If a Gale or Typhoon Signal No. 8 or above is going to be hosted, the service user and the healthcare professionals are mutually agreed if the service will be continued, a pro-rated service fee will be counted and charged, whereas the extra service time will be charged 1.5 times of the original fee in ratio during the time.

## 7) Points to note

- a) If the service user has medical urgency during the service hours, the healthcare professional will call ambulance for the user and contact his/her family. The healthcare professional will accompany the service user to the hospital, until his/her family member arrives. If the time need exceeds the arranged service time, service fee will be charged according to 2b).
- b) If the healthcare professional feels a threat in his/her personal security during the service time, he/she has the right to reject or terminate the service.
- c) If client or service user is dissatisfied with the performance of the healthcare professional, please contact our staffs. Under reasonable circumstances, we will change the professional for service user with no additional charges.
- d) We recommend client to purchase domestic helper insurance and household insurance on his/her own.
- e) Client or service user cannot sign this contract privately with the healthcare professional, or reach any agreements out of this contract, or it will be treated as a violation to this contract. Our company has the right to terminate the contract immediately, and to pursue the loss our company bares and/or to deduct it from client's prepaid service charge. Our company will reserve the right to pursue the matter in court.

## 8) Collection of personal data and privacy security arrangement

- a) Client and service user must provide their personal data, or our company cannot provide service effectively.
- b) Our company will keep all information provided by client and service user strictly confidential.
- c) With legal permission, personal data will only be used by our staffs for providing services and contacting.
- d) Our company will send information to client and service user through phone, WhatsApp or Mobile App. Please fill in the personal data accurately for us to contact. If there is any change, please notify our company in written form for renewal as soon as possible.
- e) The personal data (including name, contact method, medical history, etc.) provided by client and service user will be used as a communicating channel with our company. Our company will send our latest information or promotion, e.g. discounts and latest services, through mobile phone or WhatsApp. Client and service user can inform our company anytime declaring whether they are willing to receive related information continuously in written form or by email.
- f) If you do not wish to receive any information (including discounts and promotions) through the methods mentioned above, please put a tick in this box .

- g) According to the Personal Data (Privacy) Ordinance, client and service user have the right to know whether our company is keeping their personal data, as well as to access and correct their personal data. If client and service user wish to access their personal data, please inform our company through writing, we will charge an administration fee as appropriate. If you wish to make any changes on general personal data, please inform our company in written form.
- h) The above contract terms also apply to OK Care Limited and its related company.
- i) Client is required to provide a valid doctor referral letter if applicable.

**9) App Notifications and emails**

Details of bookings/ transactions, important information from OK CARE Limited and health tips will be sent via the mobile app.

- 10) Unless agreed by our company, all terms in this contract cannot be changed once signed. Please read this contract carefully before signing.
- 11) OK CARE LIMITED reserves the right of final decision on any dispute relating to this contract.

**I have obtained the commission of the service user to be his/her trustee, and have been authorized by the service user to provide his/her personal data, request for service demands, acknowledge all the physical and medical conditions as well as medical information, and pay all the fee in respect to the service. At the same time, I have read, understood, and accepted all the terms above in this contract.**