



Making Home the Best Place to Age

General Terms & Conditions of Service

(Applies to All EverHome Concierge Services)

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These General Terms and Conditions ("Terms") govern all services provided by **EverHome Concierge** ("EverHome," "we," "us," or "our") including, but not limited to:

- Home Maintenance & Organisation Services
- Errand Services
- Free Consultation Services
- Hourly Concierge Services
- Technology Support Services
- Transportation Services

By booking, receiving, or participating in any EverHome Concierge service, the Client ("you") agrees to these Terms and all applicable service-specific policies.

1. Service Model & Non-Medical Disclaimer

EverHome Concierge provides **non-medical, non-regulated, lifestyle and concierge support services** to seniors and their families to support independence, safety, and quality of life while aging in place.

EverHome Concierge **does not provide medical care, personal care, or regulated health services** and does not replace licensed healthcare, personal support, or professional trade services.

2. Universal Prohibited Services (Applies to ALL Services)

Across all service offerings, EverHome Concierge and its staff **are strictly prohibited** from performing:

- Regulated health care acts under Ontario law
 - Medical, nursing, diagnostic, or clinical services
 - Personal care, including:
 - Bathing, showering, toileting, or incontinence care
 - Dressing or grooming requiring physical assistance
 - Lifting, transferring, or mobility assistance, including:
 - Bed, chair, or wheelchair transfers
 - Physical support for standing, walking, or stair use
 - Medication-related services, including:
 - Administering medications
 - Medication reminders
 - Setting up pill organizers
 - Handling medical devices or equipment
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- Emergency medical response beyond contacting emergency services

Clients requiring such services must engage appropriately licensed healthcare or personal support professionals.

3. Service-Specific Policies & Order of Precedence

Each service offered by EverHome Concierge is governed by its **specific policy**, including but not limited to:

- Errand Service Policy
- Home Maintenance & Organisation Service Policy
- Technology Service Policy
- Transportation Service Policy
- Hourly Concierge Service Policy
- Free Consultation Service Policy

In the event of any conflict, the following order of precedence applies:

- A. Client-specific written agreement (if applicable)
 - B. Service-specific policy
 - C. These General Terms & Conditions
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4. Eligibility, Consultations & Assessments

- Certain services require a prior consultation or intake assessment to determine suitability.
 - The **Free Consultation** is informational only and does not constitute medical, legal, or financial advice.
 - EverHome reserves the right to decline, modify, or discontinue services if:
 - Needs exceed service scope
 - Safety risks arise
 - Required information is not disclosed
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5. Client Responsibilities (Applies to All Services)

Clients and/or their authorized representatives agree to:

- Provide accurate, complete information relevant to service delivery
 - Maintain a safe, accessible environment for staff
 - Secure pets and remove known hazards
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- Clearly communicate instructions, preferences, and changes
- Confirm fitness for non-medical transportation where applicable
- Accept responsibility for third-party costs incurred on their behalf

Failure to meet these responsibilities may result in service limitations or termination.

6. Scheduling, Changes & Cancellations

Scheduling and cancellation requirements vary by service and are defined in the applicable service policy.

Unless otherwise stated:

- **48 hours' notice** is required for cancellations or rescheduling
 - Late cancellations or no-shows may result in fees
 - Same-day requests are subject to availability and discretion
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7. Fees, Expenses & Payments

- Fees are disclosed in advance through published pricing, invoices, or customized service plans.
 - Clients are responsible for:
 - Third-party costs (e.g., groceries, transportation fees, parking, tolls)
 - Overtime or extended service charges
 - EverHome may suspend services for unpaid invoices.
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8. Safety & Risk Acknowledgement

Clients acknowledge that everyday activities may involve inherent risks.

EverHome Concierge:

- Will not perform unsafe tasks
 - May document and communicate identified safety concerns
 - Does not assume responsibility for remediation unless expressly agreed
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9. Transportation-Specific Disclaimer

Where transportation services are provided or arranged:

- Services are **non-medical**
 - EverHome acts as a **coordinator**, not a licensed carrier
 - Liability for vehicle operation rests with the transportation provider
 - Clients are responsible for confirming fitness for transport without medical supervision
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10. Technology & Digital Services Disclaimer

For Technology Support Services:

- Assistance is educational and supportive in nature
- EverHome does not guarantee device performance or data security
- Clients retain responsibility for:
 - Account security
 - Software licensing
 - Device updates and backups

Consent may be withdrawn at any time.

11. Privacy & Confidentiality

EverHome maintains strict confidentiality across all services and complies with applicable privacy legislation.

Information is used solely for:

- Service delivery
- Coordination
- Quality improvement

No information is shared without consent unless required by law.

12. Complaints, Feedback & Quality Assurance

Clients are encouraged to provide feedback or raise concerns promptly.

EverHome commits to:

- Acknowledging complaints in good faith
 - Reviewing concerns internally
 - Making reasonable efforts to resolve issues
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13. Suspension & Termination of Services

EverHome reserves the right to suspend or terminate services immediately if:

- Requests exceed permitted scope
- Safety risks arise
- Abuse, harassment, or unlawful behavior occurs
- These Terms or service policies are breached

Applicable fees may still apply.

14. Limitation of Liability

To the fullest extent permitted by law:

- EverHome is not liable for indirect or consequential damages
 - Liability is limited to the value of the service provided
 - EverHome is not responsible for:
 - Third-party providers
 - Pre-existing conditions or hazards
 - Loss or damage to personal property unless caused by gross negligence
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15. Policy Updates

EverHome Concierge may update these Terms and related policies periodically. Continued use of services constitutes acceptance of the current version.

16. Governing Law

These Terms are governed by the laws of the **Province of Ontario**, Canada.
