# Contract between

Service Provider

Logo, Business Name, Address Email & Telephone

# and

# Service User

Name, Address Email & Telephone

# Contract

This Contract is made on Full Date between:

1. Individual or Business Name, a Personal Assistant whose office is at Home or Business Address (“Service Provider”)

or

1. And Service User Name, an individual whose address is Individual’s Address (“Service User”),

(each a "Party" and together the "Parties").

Background:

1. The Service User has requested the Service Provider to deliver Personal Care/Home Help (“the Services”) set out within this Contract.
2. The Service Provider represents that it desires to provide the Services to the Service User.

The Service Provider is approved by Assured Care and Support in Wokingham.

1. This Contract is entered into between the Parties for the supply of Services by the Service Provider as defined in the Contract Particulars attached to this Contract.
2. The Parties acknowledge that they have read this Contract and Conditions and understands and agrees to be bound by them.

The Parties agree as follows:

1. General
   1. These Conditions (together with the terms set out in the Contract and Services Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.
   2. No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right.
   3. If any provision of the Contract is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of the Contract, and the remainder of the provision in question, shall not be affected.
   4. Reference to any statute or statutory provisions shall be deemed to include any statutory modifications.
   5. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.
   6. The law of England and Wales shall apply to the Contract
   7. A “working day” means Monday to Friday.
   8. Assured Care and Support is a voluntary scheme run for Wokingham Council. It provides a directory and vetting service for Personal Assistants and other unregulated organisations. For further information see the Assured Care and Support website <https://www.westberks.gov.uk/assured-care-and-support>.
   9. Except as expressly provided (including in respect of indemnity), the parties do not intend any term of this Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the [Contracts (Rights of Third Parties) Act 1999](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%251999_31a_Title%25) but this does not affect any right or remedy of any third party which exists or is available apart from the Act.
2. Term and Termination
   1. The Services to be provided pursuant to this Contract will commence on the Commencement Date.
   2. The Term of this Contract shall, subject to the termination rights set out in this Contract, commence on the Commencement Date and continue for the Term.
   3. The Service User reserves the right to request a trial period for the Services one week which is chargeable at the rates in the Contract Particulars provided by the Service Provider.
   4. The Commencement Date and the Term are set down in the table below:

|  |  |
| --- | --- |
| Commencement Date | Commencement Date |
| Term | 6 month |

* 1. Early termination by either Party during the Term shall be handled in accordance with the terms and provisions of the Contract.
  2. Either Party may terminate the Contract by giving no less than one calendar month’s Notice in writing.
  3. The Service User may terminate the Contract forthwith if the Service Provider cannot provide the Services.
  4. The Service Provider may terminate the Contract if the Service User fails to pay sums due by the due date.
  5. Either Party may terminate the Contract from the date the complaint becomes an ‘’unresolved complaint’’.
  6. Any termination of the Contract pursuant to this Clause shall be without prejudice to any other rights or remedies a Party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either Party.

1. Complaints Procedure
   1. The Service Provider welcomes your feedback – it is an important part of shaping the service.
   2. If the Service User has a complaint, the following procedure will apply:
      1. The Service User should talk to the Service Provider who will endeavour to resolve the situation within 24 hours
      2. If the complaint is not satisfactorily resolved then the Service User is to put the complaint in writing using the details at the top of this document. The Service Provider will attempt to resolve the situation within 7 days.
      3. If after 7 days the complaint is not resolved then it becomes an ‘’unresolved complaint’’
2. Charges
   1. The Service User shall pay the Service Provider the Charges for the Services as described in accordance with the terms and provisions of the Contract.
   2. The fees payable by the Service User in consideration for the provision of the Services pursuant to this Contract will be calculated as follows:

|  |  |
| --- | --- |
| Basic Hourly Rate (Day) | [Insert agreed rates relevant to this Contract] |
| Hourly Rate for outside normal hours | [Insert agreed rates relevant to this Contract] |
| Night Hourly Rate | [Insert agreed rates relevant to this Contract] |
| Weekend Rate (Day)  Weekend Rate (Night, if different) | [Insert agreed rates relevant to this Contract] |
| Bank Holiday Hourly Rate (Day)  (Night) (if different) | [Insert agreed rates relevant to this Contract] |

* 1. The Service Provider shall provide invoices weekly in arrears.
  2. The Service User will pay invoices within 7 days from date of invoice.
  3. Travel costs may also be included in an invoice and will be incurred at the rate of 45p per mile if the location of the Services is outside of a 10 mile radius of [the Service Provider’s Address].
  4. Expenses may also be invoiced to the Service User but will be agreed by the Parties in advance of incurring the expense.
  5. The Service User may cancel provision of any part of the Services for a period of [e.g. 24 hours] and cancellations shall be provided with [e.g. 24 hours’] notice, otherwise the Service Provider shall reserve the right to charge for the Services for that [e.g. 24 hour period].
  6. The Service User or Service Provider may suspend provision of any part of the Services for a period of [e.g. 7 days for a holiday] and cancellations shall be provided with [e.g. 2 weeks] notice.
  7. During breaks in service taken by the Service User, the Service Provider will charge for the Services for that [e.g. 7 day period at 25% of the usual charge] in order to preserve the service slot.
  8. Payments shall be made to the Service Provider using the following details:

|  |  |
| --- | --- |
| Account Name | [Account Name] |
| Bank Name | [Bank Name] |
| Account Number | [Account Number] |
| Sort Code | [Sort Code] |
| Reference | [Invoice number] |

1. Insurance
   1. The Service Provider shall maintain active, appropriate and current insurance for the Services it provides throughout the Term and shall provide evidence of this to the Service User before the Commencement Date.
   2. Should the Service Provider not have insurance cover relevant to the Services it provides as laid out within this contract, it shall rectify this before the Commencement Date.
2. Emergency Communication
   1. The Service Provider shall contact [emergency contact name] in the event of an emergency.

|  |  |  |
| --- | --- | --- |
| Service User emergency contact | Name: [Name] | Email: [Email Address]  Telephone: [Telephone Number] |

1. Security
   1. The Service User shall provide details for access e.g. codes for key press, as relevant for the provision of the Service.
   2. The Service Provider shall keep this information secure and not share the details for access to the Service User’s Address without written consent from the Service User [or a Named Representative].
2. Data Privacy
   1. Information obtained under this Contract or from the provision of the Service shall be governed by the requirements as specified within the Data Protection Act 2018.
   2. Contact details, details of the Services provided and care records shall be retained for a period of 8 years beyond the termination of the Service.
   3. Information is required to be retained to manage and coordinate the delivery of the Services.
   4. Information shall be stored securely as required by the Data Protection Act 2018.
   5. Information shall only be processed as required by the Data Protection Act 2018.
   6. Information shall only be shared with third parties with explicit consent from the Service User for the provision of the Service or if required by law.
   7. If the Service User is unhappy with the way their data has been handled, they can complain to the to the Information Commissioner’s Office (the ICO) either online via the ICO website (<https://ico.org.uk/concerns/handling/>), or writing to:

The Information Commissioner’s Office

Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

1. Contract Version and Change Management
   1. This document is ‘Version 5.0’ of the contract.

## SIGNED by the parties as indicated on the front page of this document or the Contract

SIGNED by

|  |  |
| --- | --- |
| Service Provider Name:  Business Name: | Service User Name:  Representative of Service User Name: |
| Signature: | Signature: |
|  |  |
|  |  |

# Contract Particulars

The Contract Particulars sets out the Services that the Service Provider will provide to the Service User.

|  |  |
| --- | --- |
| Services | The Service Provider will provide the following Services throughout the Term of this Contract:   * [Provide a list of the services agreed to be delivered]   The Services will be available to the Service User during Hours of Operation defined in the box marked “Hours of Operation” below. |
| Requesting Additional Services | The Service Provider shall provide the ability for the Service User to request additional Services which will include the following:   * [List the additional services which may be requested]   The Service User shall provide a minimum of [48 hours] Notice and Services shall only be provided by the Service Provider if both Parties are in agreement. |
| Hours of Operation | The Service Provider will deliver Services according to the following schedule:  [Consider what would be normal hours and outside hours e.g. 9 to 5 or meal times e.g. 8 to 9 then 12 to 13:00 and 16:30 to 18:00, and use 24 hour clock]   |  |  | | --- | --- | | Monday to Friday (Day) | [09:00 – 16:45] | | Monday to Friday (Night) | [if applicable] | | Weekends (Day) | [10:00 – 15:45] | | Weekends (Night | [if applicable] | | Bank Holidays in England (Day) | [11:00 – 14:45] | | Bank Holidays in England (Night) | [if applicable] |   Please also refer to box below marked “Charges” |
| Service Reviews | Informal Reviews  The Service Provider will facilitate a monthly informal review to enable the Service User to provide feedback on the Services.  The monthly review will provide the Service User with an opportunity to highlight any issues or areas requiring improvement.  End of Term Review  The Service Provider will facilitate a review of the Services one month prior to the end of the Term.  The purpose of this review will be for the Parties to assess the performance of the Services throughout the Term |
| Service Provider’s Alternative | To comply with CQC regulations, the Service Provider cannot impose on the Service User a replacement to provide the Services. The Service Provider can introduce a suitably qualified and vetted person to provide the Service (“the Service Provider’s Alternative”), but Service User shall have the final say as to whether to accept the Service Provider’s Alternative to provide the Service.  The Service User has the right not to use the Service Provider’s Alternative and to find their own replacement either through the Assured Care and Support scheme or other methods. |
| Location | The Service Provider will deliver Services at the Service User’s Address. |
| Special Conditions | The Service Provider shall remain accountable for the continual delivery of the Services throughout the Term unless notified to the Service User and/or Named Representative with a minimum of 48 hours’ notice.  There are no other special conditions relating to the Service, the Deliverables, or this Contract. |

## Procedure in the event of a Safeguarding concern

[Service Provider] should gain [Service User’s] consent, if possible, and make a referral to the relevant Local Authority Adult Safeguarding Team.

The relevant Local Authority is the one where the Service User lives.

Reading 01189 373 747 safeguarding.adults@reading.gov.uk

West Berkshire 01635 519056 safeguardingadults@westberks.gov.uk

Wokingham 0118 974 6371 adultsafeguardinghub@wokingham.gov.uk

If permission cannot be obtained, the local authority may still be able to act if the person is at risk of abuse or neglect.

Safeguarding teams are available for advice using the contact details above.

## Procedure if the Service User’s needs change

If [Service User] has changing social care needs which may require a social care assessment, seek their permission to discuss this with their next of kin and/or the relevant authorities.

If required make a referral for a Care Act assessment either through the relevant social work duty function or through their allocated social worker.

Reading 0118 937 3747

West Berkshire 01635 503050 adultcare@westberks.gov.uk

Wokingham 0300 365 1234

If [Service User] has a changing health or mental health needs, seek their permission to discuss this with their next of kin and/or relevant health professionals eg their doctor.

If required and by agreement with the service user and/or their family make contact to ask for a meeting to discuss the [Service User’s] need for a medical assessment and/or support.