

December 2022

# NORTH LONDON HOMECARE & SUPPORT CARE SERVICES AGREEMENT

## CONTRACT DETAILS

DATE: [insert]

<b>Supplier:</b>	North London Homecare and Support Limited (04695240)	
<b>Supplier's Address:</b>	Suite D, The Business Centre, Faringdon Avenue, Romford, Essex, RM3 8EN	
<b>Supplier's contact details:</b>	Telephone: 0208 443 3380 or 01279 452105 Email: info@nlhs.co.uk	
<b>Client:</b>	[insert]	
<b>Client's Address:</b>	[insert]	
<b>Individual receiving Services:</b>	Name:	[insert name]
	Address:	[insert address]
	Relationship to client:	[insert relationship]
<b>Home address where Services are required:</b>	[insert address]	
<b>Care worker:</b>	such persons, employees, workers, officers or representatives provided by the Supplier from time to time to perform the Services	
<b>Services to be provided</b>	the managed homecare services to be provided by us to you at your home (or if your Care Plan includes it) assistance with activities outside your home, as described in the Care Plan.	
<b>Services Start Date:</b>		

## **Important**

- A. You are advised to read all of the documentation carefully before signing and, if you require, you may wish to obtain the advice of a close relative, friend or legal adviser before signing.
- B. This Agreement comprises the following documents:
1. **Service User Guide;**
  2. **Terms and Conditions (Including the Notice of Your Right to Cancel;**
  3. **Fees Schedule; and**
  4. **Care Plan,**
- As may be amended from time to time.
- C. Your attention is drawn in particular to the following clauses:
- 5: **Your home as a workplace**
  - 7: **Our Fees**
  - 9: **Withdrawal of the Service**
  - 10, 11 and 12: **Cancellation and Termination**
  - 13: **Permanent Engagement of our Staff**
  - 17: **Insurance and Liability**

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Signed on behalf of **North London Homecare and Support Limited.**

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Signed by / on behalf of (delete as appropriate) the **Service User.**

Where this agreement is signed on your behalf, the person who signs the agreement:

- Agrees to irrevocably guarantee (by way of primary obligation) that you will perform all the terms of this agreement; (in the case of a relative or third party)
- Commits you to performing all the terms of this agreement (in the case of a deputy or attorney).

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(Specify capacity e.g. attorney, deputy, relative or other third party)

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(Print Name and Address in Full)

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*\* Where a third party signs under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) a copy of the authority or power should be retained with this Agreement.*

Please sign below to confirm whether you agree to us providing the Service within the 14 day period in which you have to cancel this Agreement (Please see clause 13.1, 13.2 and the Notice of Your Right to Cancel for further information about the Cancellation Period).

I **do / do not** (delete as appropriate) agree to North London Homecare and Support Limited providing any services within the period of fourteen days starting with the date of when this Agreement was signed.

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **Important Note**

If you are in receipt of direct payments, a personal budget or a personal health budget, the cost of the care services we provide may be more than the funding you receive from your local council or NHS Trust.

In the event that there is any shortfall between the cost of the services we provide and the money you receive from your direct payment, personal budget or personal health budget, it is your responsibility to meet these additional costs.

We have no influence over the money you receive from any other body in respect of your care needs.

# Terms and Conditions

Please read the following important terms and conditions before entering into this Agreement and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel your agreement within 14 days (beginning the date after the contract is entered into). We will not therefore start the home care services until this period has expired unless you agree that we may start during the 14 day period. If you agree the home care services will start within this time by completing the relevant form when entering into this agreement, you may be charged for the part of the service that has already been carried out (or the full cost if the services have been provided in full) if you subsequently cancel. The charges will be deducted from any refund.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

These terms set out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- Certain key information required by law.

In this Agreement:

- 'we', 'us' or 'our' means North London Homecare and Support Limited; and
- 'you' or 'your' means the person receiving services from us, as set out on the front page of this agreement.

If you have any questions about this Agreement, please speak with your care manager (as set out on the front page of this agreement) or contact us by:

- Sending an email to [leanne@nlhs.co.uk](mailto:leanne@nlhs.co.uk); or
- Calling us on 0208 443 3380 or 01279 452105 (our telephone line is open 9.30 am to 5pm, Monday to Friday).

## Do you need extra help?

If you would like these terms of service in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

## **COMMENTS, COMPLIMENTS, CONCERNS AND COMPLAINTS**

If you want to tell us something about our service, we would like to hear it.

We want to know if:

- You are pleased with the service you are receiving
- You think we could improve the way we do things
- You have concerns about the service you have been given

Your feedback really matters; it helps us improve the way we work and ensures we are delivering our services to meet the expectations of our customers.

You can do this by contacting us:

- By telephone : Enfield Services 0208 443 3380  
: Harlow Services 01279 452105
- In person
- In writing To the Registered Manager
- Electronically [info@nlhs.co.uk](mailto:info@nlhs.co.uk)

## **OUR COMPLAINTS PROCEDURE**

- A complaint is an expression of dissatisfaction about a service that is being delivered or failure to deliver a service.
- As one of our customers you are perfectly entitled to make a complaint. It will be taken seriously.
- You are welcome to have a friend or relative to help you with your complaint or if you prefer you can ask us to put you in touch with an organisation or advocacy service to support you.
- In situations where upon disclosure of a complaint, a person is believed to either be at risk of or being abused, an alert will be made to the local authority under their Safeguarding of at-Risk Adults Policy and adequate protection requested.

### What you can expect

If you have concerns that cannot be resolved straightaway:

- We will acknowledge your complaint within 3 working days.
- You will be given the name of the person who is dealing with your complaint.
- Your complaint will be overseen by the Registered Care Manager.
- Your complaint will be treated confidentially.
- You will be involved throughout the process of our investigation. We will discuss with you:
  - What you are unhappy about
  - What you would like see happen as a result of your complaint
  - How your complaint will be investigated
  - How long it may take to complete. We would hope to have resolved the complaint within 5 days
- All communications will be conducted in a helpful and courteous manner, using plain language.
- You will be offered help if you have difficulty in reading, writing or understanding English.

- We will apologise if we have done something wrong and will try to put things right.
- Our final response to the customer will be in writing and will inform the complainant and confirm:
  - Our conclusions in relation to the complaint, including any remedy.
  - Our proposed actions that will be taken including, if appropriate, a statement of organisational learning.

If at any stage, you are unhappy with the way in which we are dealing with your complaint, you can contact the Responsible Person for the Company:

Catherine McBride  
 Managing Director  
 North London Homecare and Support Ltd  
 Unit 44, 26-28 Queensway  
 Ponders End, Enfield, Middx EN3 4SA  
 c.mcbride@nlhs.co.uk

If you still have concerns after receiving our final response, you can refer your complaint to the **Local Government Ombudsman (LGO)** and ask for it to be reviewed. The LGO provides a free, independent service.

The LGO Advice Team can be contacted for information and advice or to register your complaint.

T: 0300 061 0614

W: [www.lgo.org.uk/contact-us](http://www.lgo.org.uk/contact-us)

The LGO will not usually investigate a complaint until the provider has had an opportunity to respond and resolve matters.

Additionally, our service is registered and regulated by the Care Quality Commission (CQC). The CQC cannot get involved in individual complaints about providers, but is happy to receive information about our services at any time. You can contact the CQC at: Care Quality Commission National Correspondence, Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA. Tel: 03000 616161 Web: [www.cqc.org.uk/contactus.cfm](http://www.cqc.org.uk/contactus.cfm)

## Telephone Assistance

We operate an office hour's telephone assistance service, and an out of hour's telephone assistance service, for matters that require assistance before the office opens next. This line can be used in relation to problems such as: your care needs changing, or your care worker not arriving when expected. For the avoidance of doubt, this telephone number should not be used for medical or other emergencies.

- Office hours telephone number: 0208 443 3380 or 01279 452105
- Out of office hours telephone number: As above

## 1. Introduction

- 1.1. By using the home care services, you are to be legally bound by these terms and conditions and agree to comply with our service user guide.
- 1.2. When using our home care services, you also agree to be legally bound by:
  - 1.2.1. the fee schedule which sets out the fees payable for the home care services and cancellation fees which you could become liable for; and
  - 1.2.2. extra terms which may add to, or replace some of, this agreement. This may happen due to legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.

All of the above documents form part of this agreement as though set out in full here.

## 2. Duration

- 2.1. **Duration of this agreement.** This agreement shall commence on the date set out on the front page of the agreement and will continue until it is terminated by either us or you in accordance with the terms of the agreement.

## 3. Your Care Needs

- 3.1. **Visiting your home to agree the services.** We will visit you and your home to discuss your care requirements prior to us commencing the home care services, or (if we are required to provide care in emergency situations) at the earliest opportunity during the next 3 working days. We will work with you, your family and any appropriate external social or health care professionals to assess and agree the level of home care service that you require and will agree the details in your care plan.
- 3.2. **Keeping us up to date.** It is important that you inform us and keep us informed of all information which may be relevant to your care plan including, but not limited to, your likes, dislikes, allergies, and lifestyle preferences, physical and medical conditions.
- 3.3. **Review of the care plan.** We will use reasonable endeavours to review your care plan on or around the following dates:
  - 3.3.1. 6 weeks after commencement of the Service;
  - 3.3.2. on a yearly basis thereafter;
  - 3.3.3. at your reasonable request; and/or
  - 3.3.4. at any other time as we consider appropriate or desirable.

We will review your care plan with you and, where appropriate and applicable, your family and any other appropriate external social or health care professionals. We will also carry out regular reviews when circumstances change or when we consider it appropriate. You shall, as far as possible, participate in the review of your care plan.

- 3.4. **Changes to your home care needs.** If your needs change or increase to a level which cannot be met by us, we will tell you without delay, and will endeavour to discuss alternative arrangements, and agree a mutually acceptable solution. If appropriate we will continue to provide the Service to you during this period.

## 4. Your Obligations

- 4.1. **Providing a safe environment and necessary equipment.** You must provide a safe environment and appropriate equipment to allow your care worker to carry out your home care services. This shall include:
- 4.1.1. maintaining a generally clean and safe home free of risks and hazards;
  - 4.1.2. maintaining a safe route of access to and from your home;
  - 4.1.3. providing any equipment that is required to deliver your care such as lifting and transfer aids, wheelchairs and other mobility aids (these may be specified in your care plan);
  - 4.1.4. providing all domestic cleaning equipment such as vacuum cleaners, mops, irons;
  - 4.1.5. behaving in a way which meets the standards set out in the Service Guide;
  - 4.1.6. not behaving in a manner which in our reasonable opinion is unacceptable. By way of example, sexual or racial harassment, extreme alcohol consumption, unreasonable behaviour or requests that a care worker undertake unreasonable or illegal activities will not be permitted;
  - 4.1.7. treating care workers with respect and in a non-defamatory, non-derogatory, non-abusive manner;
  - 4.1.8. promptly informing us of any communicable diseases in the household; and
  - 4.1.9. ensuring that any equipment supplied by you is regularly maintained and inspected in accordance with all relevant safety requirements.
- 4.2. **Entry to your home.** You and us may agree an entry plan for your home and if applicable, this will be set out in your care plan. You must comply with the entry plan to ensure that we can provide your home care services.
- 4.3. **You may need to provide equipment and/or supplies.** If you are required or you have agreed to provide any supplies and/or equipment, this will be set out in your care plan.
- 4.4. **You may not smoke during performance of the home care services.** For the health and safety of our care workers, you agree that you will not and will ensure that anyone else present in your home does not, smoke whilst we perform the home care services and that if you or anyone in the household is a smoker, you will ventilate any room that will be used for your care for at least one hour before your care worker is due to arrive. If you smoke while your care worker is with you, they will leave your home for the duration of your smoking and shall not re-enter your home until 1 hour after you last smoked, in accordance with our smoke-free workplace policy. Any additional requirements or any variation to this clause will be specified in your care plan. If, as a result of smoking, the care worker is required to leave your home, you will be charged for the additional time incurred by your care worker as if they carried out the services.
- 4.5. **Gifts for care workers.** Care workers (or any other person employed by us) are not permitted to accept any gifts or tips. You agree not to leave any items or money to a care worker (or any other person employed by us) in your will.



- 4.6. **Sleep in duties.** Where the home care services require your care worker to carry out “Sleeping Night” type duties, you must provide suitable facilities and accommodation for rest or sleep for the care worker. Such facilities will include, as a minimum, a bed or sofa with sufficient privacy for the care worker to rest or sleep. Details of the standard of accommodation that will be regarded as suitable are contained in the service user guide.

## 5. Providing the Home Care Services

- 5.1. **Providing the home care services.** We will provide the home care services to you at your home from the start date set out in your care plan, and on the days set out in your care plan.
- 5.2. **Quality of the home care services.** We will provide the home care services using reasonable care and skill to meet your individual needs as set out in your care plan.
- 5.3. **Time of the home care services.** We will provide the care home services as close to the times set out in the care plan as possible. If it is necessary for a care worker to attend your home at a different time to that set out in your care plan, we will give you as much notice as possible.
- 5.4. **Failure for your care worker to attend.** If your care worker fails to attend your home to provide the home care services, you must notify us by telephone on the number set out on the first page of this agreement or your care plan, without delay. This does not affect your rights to make a complaint at a later stage.
- 5.5. **You may request to changes the home care services.** You may request a change to the home care services at any time. We will promptly review and request to change and notify you of any changes to the fees, the timing of supply or anything else relevant to the requested change. No change will apply until you have confirmed in writing that you wish to proceed.
- 5.6. **We may suggest a change to the home care services.** We will promptly inform you if we consider that your needs or requirements have changed and we will discuss any suggested changes to the home care services with you. We will not make any changes without you agreeing them first.
- 5.7. We are a member of the Homecare Association and will adhere to the Homecare Association Code of Practice, available at <https://www.homecareassociation.org.uk/find-care/code-of-practice.html>.

## 6. Care Workers

- 6.1. **Your care worker.** We will aim to supply you a regular care worker each time we supply the home care services to you. However, this may not always be possible, for example due to annual leave or sickness and we may need to supply an alternative care worker. We will give you as much advance notice of a change to your care work as we are able to.
- 6.2. **Restrictions on what our care workers can do.** Our care workers are not permitted to carry out any tasks not set out in your care plan, which includes, but is not limited to:
- 6.2.1. heavy lifting of any kind, including lifting or moving you without appropriate equipment or with an insufficient number of people;

6.2.2. household maintenance (including DIY tasks); or

6.2.3. assistance with your finances (except where specified in your care plan).

6.3. **Care workers may not use your telephone.** Care workers may not use your telephone unless:

6.3.1. you or they have a medical emergency; or

6.3.2. you have given them permission,

and where your telephone is used by a care worker, we will not be responsible for payment of your telephone bills.

## 7. Our Fees and Payment

7.1. **You may be asked to pay a deposit.** We may ask you to pay a deposit (which is calculated in accordance with the fee schedule) before we start supplying the home care services. The deposit may be used against any unpaid fees upon termination of the home care services.

7.2. **How we calculate our fees and where you can find our fees.** We charge for the home care services on a time-spent basis. We charge for each 60 minute rounded up to the nearest 30 minutes. The following is an example of how our fee structure works: 'if we provide home care services for 50 minutes, we will charge for 60 minutes'. The cost of each 60 minute unit depends on the day and time the home care services are provided and are set out in the fee schedule attached to this agreement.

7.3. **Care workers are required to submit timesheets via electronic monitoring.** Each time your care worker performs home care services they will submit the time they start performance of the home care services and the time they finish the home care services via an electronic monitoring system. This system will provide details of the time spent performing the home care services.

7.4. **We may charge additional fees in some circumstances.** We may charge additional fees for any additional services which you request us to perform but which are not set out in your care plan. We will only charge for these fees where we have notified you of them before we perform the additional services.

7.5. **When we will invoice you for our fees.** We will invoice you for the home care services provided to you and any other sums payable by you on a 4 weekly basis (in arrears).

7.6. **Your rights if you believe an invoice is wrong.** If you believe that an invoice is inaccurate, you should contact us without delay. You agree to co-operate with us fully and in a timely manner to enable us to verify the accuracy of the invoice. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7.7. **When you must pay our invoices.** All invoices must be paid by you within 14 days of the date of each invoice.

7.8. **Our rights if you pay late.** If you do not make payment to us by the due date we may:

7.8.1. charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount; and/or

7.8.2. use your deposit (if you have paid one) to pay the amount owed to us.

7.9. **Changes to the fees.** We may increase our fees if:

7.9.1. we have agreed a change to home care services we provide (see clause 5.5 and 5.6); and/or

7.9.2. the direct cost of us providing the home care increases (such increase will not take place more than once a year); and/or

7.9.3. we need to make a change the home care services in order to comply with any applicable safety, regulatory or statutory requirements and the cost of the services increases as a result.

We will notify you of any changes to the home care services in writing and provide you with 4 weeks' notice of any increase in fees which is for any reason other than a change to the home care services. You may end this agreement if you do not agree to the increase in fees (see clause 11.2).

7.10. **You may not pay fees directly to a care worker.** Payment of all sums due under this agreement should be made to us.

7.11. **Third party debt collectors.** We may engage the services of a debt factoring company to collect the sums due to us on our behalf.

## **8. Your rights to cancel or suspend Home Care Services**

8.1. **You can always cancel a visit for home care services.** You may cancel one visit for home care services at any time by giving 24 hours' notice. Provided 24 hours' notice of cancellation is given, you will not be charged for the home care services.

8.2. **You can always suspend the provision of home care services.** You may suspend the home care services (this clause will apply if you wish to cancel one or more visits from your care worker) at any time by giving 7 days' notice. Provided 7 days' notice of suspension is given, you will not be charged for the home care services but if you fail to give such notice, we may charge you a cancellation fee or service suspension fee (as set out in the fee schedule). You must give us 48 hours' notice that you wish to reinstate the home care services however you acknowledge that we cannot guarantee that the home care services will be reinstated. In the event that we are able to reinstate the home care services, you acknowledge that your care worker may not be the same.

8.3. **Cancellation due to a hospital visit.** If you need to cancel your home care services as a result of your admission to hospital and you are not able to give us notice of such cancellation, you shall notify us as soon as possible. We will charge for the time period we were due to be providing the home care services on the day you were admitted to hospital.

## **9. Our rights to end this Agreement or suspend the Home Care Services**

- 9.1. **We may end the agreement or temporary suspend services if you break it.** We may end the agreement for home care services at any time by writing to you if:
- 9.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - 9.1.2. you persistently fail to make payment to us when it is due;
  - 9.1.3. you do not comply with your obligations under the agreement (see clause 4) or you have acted in a manner which means that you have breached any of these terms or you are refusing to or do not intend to comply with these terms;
  - 9.1.4. we are required to terminate this agreement by law (i.e. if we are no longer permitted to provide home care services);
  - 9.1.5. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the home care services, for example, changes to your care requirements; or
  - 9.1.6. we choose to no longer provide home care services anymore.
- 9.2. **We can always end the agreement for the supply of home care services.** We may contact you to end your agreement for home care services at any time by giving you 7 days' notice in writing.
- 9.3. **You must compensate us if you break the agreement.** If we end the agreement under clause 9.1 we will refund any money you have paid in advance for services we have not yet provided but we may deduct (or charge you if the amounts have not yet been paid by you) a service suspension fee or cancellation fee (see the fee schedule). You acknowledge that based on the nature of the home care services we provide that the cancellation charges are reasonable.

## **10. Your Right to Cancel this Agreement**

- 10.1. **Exercising your right to change your mind.** You have a legal right to cancel this agreement within 14 days of the date of this agreement.
- 10.2. **Performing the home care services during the cancellation period.** We will not start providing the home care services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by completing and signing the request form attached to this agreement. By signing and returning the request form, you acknowledge that you may still cancel the agreement during the 14 day cancellation period but you will be responsible for the fees for any home care services that have been carried out and that you will lose your cancellation right once the home care services are fully performed.
- 10.3. **Notifying us.** If you change your mind and wish to end the agreement you are required to notify us as soon as reasonably practicable with a clear statement and no later than the 14 day cooling-off period. You may use the model cancellation form attached to this agreement, but it is not obligatory.

- 10.4. **Expiry of the cancellation period.** The cancellation period will expire after 14 days from the day of the conclusion of this agreement, starting on the following day. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 10.5. **Your rights.** This does not affect the rights you have if the home care services are defective. A summary of these rights is provided at the top of this page. See also clause 14 below.
- 10.6. **Effects of cancellation.** If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you (including any deposit) unless you requested for us to start providing the home care services during the cancellation period, in which case you must pay us for the home care services we provided up to the time you told us that you want to cancel this agreement; or
- 10.7. **When and how you will receive a refund.** We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## 11. Your Rights to end this Agreement

- 11.1. **You can always end the agreement for the supply of home care services.** You may contact us to end your agreement for home care services at any time by giving us 7 days' notice in writing, but in some circumstances we may charge you for doing so, as described below.
- 11.2. **What happens if you have a good reason for ending the agreement.** If you are ending the agreement for a reason set out at clause 11.2.1 to 11.2.4 below the contract will end immediately and we will refund you for any home care services which have not been provided or have not been provided properly but you will be responsible for the cost of services which have been properly provided. The reasons are:
- 11.2.1. we have told you about an error in the fees or description of the home care services and you do not wish to proceed;
- 11.2.2. we have told you about a change to these terms which you do not agree with (see clause 20.2);
- 11.2.3. there is a risk that supply of the home care may be significantly delayed because of events outside our control; or
- 11.2.4. you have a legal right to end the agreement because of something we have done wrong.

## 12. What happens when this agreement ends

- 12.1. **What happens if you die.** In the event of your death, this Agreement will automatically end and any amounts due will be charged to your estate which will be responsible for paying any outstanding fees.
- 12.2. **Return of your deposit (if applicable).** We will return your deposit to you at the end of this agreement provided that there are no outstanding sums due to us. If you owe

us money, we may use the deposit to pay any outstanding sums and will return the balance to you. You will not be entitled to interest on the refunded deposit.

- 12.3. **You might need to pay a cancellation charge.** If you are not ending the agreement for one of the reasons set out in clause 10 or you give less than 7 days' notice if you end the agreement in accordance with clause 11.1, the agreement will end immediately and we may charge you a service suspension fee or cancellation fee (see the fee schedule). You acknowledge that based on the nature of the home care services we provide that the cancellation charges are reasonable.
- 12.4. **If this agreement is ended, it will not affect your statutory rights and it will not affect our right to receive any money which you owe to us under this agreement.**

### **13. Permanent Engagement or Introduction of Our Care Workers**

- 13.1. **What happens if you wish to directly engage a care worker.** If you wish to engage one of our care workers directly, you must notify us without delay. You will have the option:
- 13.1.1. if the care worker is still working for you: for us to continue to provide the care worker for home care services on the same terms as set out in this agreement and your care plan for a period of 6 months from the date we receive notice of your intention to directly engage the care worker, following which the care worker will be able to transfer to you or a third party without the payment of any fee; or
  - 13.1.2. if the care worker is still working for you or you engage them within 6 months from the date the care worker last provided services to you: to pay us an engagement fee (see the fee schedule).
- 13.2. **What happens if you introduce a care worker to a third party.** If you wish to introduce one of our care workers to a third party which provides services similar to those which we provide, you must notify us without delay. If the third party engages that care worker as a result of your introduction and that engagement takes place within 6 months from the date the care worker last provided services to you, you will pay us an introduction fee (see the fee schedule).

### **14. Defective Services**

- 14.1. **Summary of your legal rights.** Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 14.1.1. speak with your care manager;
  - 14.1.2. contact us using the contact details at the top of this page; or
  - 14.1.3. visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 14.2. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 14.3. **How to tell us about problems.** If you have any questions or complaints about the home care services, please contact your care manager using the complaints procedure set out at the top of this page.

- 14.4. **We may need to monitor the provision of your home care services.** In order to comply with the requirements of our regulator or to monitor the quality of the home care services generally, it may be necessary, from time to time, for a member of our staff to observe, supervise, or work with the care worker in your home. We will give you as much notice as possible if any person other than your care worker is to attend your home and you agree to co-operate with us in relation to this.

## 15. Your Privacy and Personal Information

- 15.1. **How we will use your personal information.** We will use the personal information you provide to us:

15.1.1. to supply the home care services; and

15.1.2. to process your payment for the home care services.

- 15.2. **We may share your personal information with third parties.** We will only give your personal information to third parties where it is necessary to perform our obligations under this agreement or where the law either requires or allows us to do.

- 15.3. Our **Privacy Policy** is available at [www.nlhs.co.uk](http://www.nlhs.co.uk).

- 15.4. **We may disclose information about your care worker.** We may disclose information about your care worker to you and you acknowledge that such information is strictly confidential. You agree that you will not disclose, either directly or indirectly, such information to any other person, company or firm for any reason unless such disclosure is required by law, our regulator or any relevant local authority.

## 16. Record Keeping

- 16.1. We will take and maintain records of your care. Your care worker will keep a daily written record of the care you receive, any assistance with your medication and any other significant information relating to your care or the home care services. Unless specified otherwise in your care plan, these records will be kept at your home while they are in use. We are required to keep these records and they remain our property. You agree to return them to us once your home care services end or at any other time if we ask for them. We will provide you with copies at your request.

## 17. Insurance & Liability

- 17.1. **We will maintain insurance to cover our obligations.** We will hold and maintain the following insurance during this agreement:

17.1.1. Employers Liability Insurance (£10,000,000 in respect of any one claim);

17.1.2. Public Liability Insurance (£10,000,000 in respect of any one claim);

17.1.3. Malpractice/Professional Indemnity Insurance (£5,000,000 in any one year)

- 17.2. **We exclude some types of liability to you.** Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

17.2.1. losses that were not foreseeable to you and us when the contract was formed;

17.2.2. losses that were not caused by any breach on our part;

17.2.3. business losses; or

17.2.4. losses to non-consumers.

17.3. **Your responsibility to maintain insurance.** You will ensure that, at all times during which the home care services are being provided to you:

17.3.1. you have in place suitable building and contents insurance to cover accidental damage to your home or its contents; and

17.3.2. where the home care services include your care worker driving your motor vehicle, that you have suitable motor insurance to cover damage to passengers, your vehicle and / or third parties or their property caused by the use of the motor vehicle by the care worker.

## 18. Third Party Rights

18.1. No one other than a party to this contract has any right to enforce any term of this contract. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

## 19. Events outside our Control

19.1. **We will not be responsible for events outside our control.** We will use reasonable endeavours to work as closely to the agreed times and dates for the provision of home care services as possible, however our carrying out of the home care services might be affected by events beyond our reasonable control (e.g. we or your care worker suffer an emergency situation or there is disruption due to severe weather). If so, there might be a delay before we can attend your home to perform the home care services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may choose to end this agreement and receive a refund for any elements of the service you have paid for but not received.

## 20. Other Important Terms

20.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.2. **We may vary these terms with written notice.** We may vary these terms and conditions by giving you at least 2 weeks' notice in writing. If you do not agree to the variation you may end this agreement (see clause 11.2).

20.3. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We understand that payment might be made by someone on your behalf but the responsibility and obligations contained in this contract will remain with you at all times.

20.4. **If a court finds part of this agreement illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority



decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 20.5. **Even if we delay in enforcing this agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 20.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## Fee Schedule

### Charges for Self-Funding Service Charges.

Charges are currently exempt from VAT.

You will be charged at set rates, for different periods of the day and week.

<b>Monday - Sunday</b>	7am – 10pm per hour Per half hour	£XXXX £ XXXX
<b>Bank Holidays</b>	7am - 10pm	£XXXX pro rata per hour
<b>Christmas Day</b>	7am – 10pm	£XXXX pro rata per hour
<b>Waking Night Monday - Sunday</b>	10pm – 7am per hour Not including Bank Holidays	£XXXX
<b>Sleep In Monday - Sunday</b>	10pm – 7am per night Not including Bank Holidays	£XXXX
<b>Engagement Fee</b>	Payable in accordance with Clause 4.1	£1000
<b>Introduction Fee</b>	Payable in accordance with Clause 4.2	£1000
<b>Cancellation Fee</b>	Payable in accordance with Clause 13.2	A seven day care service charge, minus the number of days' notice given
<b>Service Suspension Fee</b>	Payable in accordance with Clause 13.2	A seven day care service charge, minus the number of days' notice given

You will be asked to pay an initial deposit equal to the anticipated charges for the 1<sup>st</sup> month which can be refunded if notice to cancel the service is received - minus the cost of any services provided.

You will then, or if requested, your representative will receive an invoice for services provided within a four-week cycle. Settlement of invoices is required within 14 days of the date of the invoice.