

Service User's Service Commencement Contract

This agreement is between:

- "The Provider": Care 24/7 Healthcare whose registered office is at: 1-3, MAP House, St Leonards Road, Eastbourne, BN21 3UT
- "The Service User": the person named in Schedule 2 (see below).
- "The Advocate": the person named in Schedule 2 (see below).

General

- This agreement does not limit any rights enjoyed by the Service User as a result of General Law or Regulation of the Service by the CQC.
- Any agreement between the Service and the Local Authority in respect of the Service User takes precedent over this agreement, where the agreements conflict.

1. The Service and Charges:

1.1 The Provider agrees to provide the Care Services set out in the Care Plan to the Service User upon the terms and conditions set out below.

1.2. This contract consists of this document together with all preceding and following correspondence, provider information and informal promises, including the contents of any brochures, booking details, Service User Guide and Care Plan. vice and Charges:

2. The Service User shall pay the Provider:

2.1. A _____ (weekly/daily/hourly) fee of £ _____ for the Service specified, or as specified on a separate schedule attached to this agreement.

3. Fees are charged as follows:

3.1. Fee invoices are raised monthly in advance. Payments are due within 7 days.

3.2. Fees are charged in minimum units of _____.

3.3. In the event that a third party, such as a relative of the Service User to which this agreement refers, agrees to make payments to the Provider in part or full payment of the fees charged to the Service User under this agreement, then that third party will be regarded by the Provider as bound by the terms of this Contract, and liable for the payments agreed.

4. Payment by the Service User to the Provider may be made in one of two ways:

4.1. Wholly self-funding Service Users: In the case of wholly self-funding Service Users, payment will be monthly, one week after the invoice, without reminder.

4.2. Persons partly or wholly funded by a third party:

4.2.1. This contract applies to all self-funding Service Users, who have a direct relationship with Care 24/7 Healthcare. In the case of Service Users wholly or partly funded by third parties such as Social Services, a Primary Care Trust/CHC, or an Insurer, the contract is

complementary to, but does not replace, any direct and relevant contracts which the Provider has with those bodies;

4.2.2. In the case of Service Users wholly funded by a third party, the Provider will execute a separate contract for fee payment with the third party, and this contract will only apply insofar as it refers to matters other than payment of fees;

4.2.3. In the case of Service Users partly funded by a third party, this contract will apply in full, except that the fees due from the Service User will be the additional amount payable by the Service User to fund the difference between the part payment made by the third party and the full fee.

5. Summary of the Services provided, and the respective charges:

5.1.

Date of this agreement:	
Date of commencement of contract (service commencement):	
Date of termination of contract (short duration service only):	
Agreed weekly/daily/hourly fee on commencement of service (£):	
Funding source(s) agreed (delete as appropriate):	Self-funded
	Third Party
	Social Services
	Health Authority
	Other (specify): _____
Schedule of daily/weekly (appropriate) visits and schedule of Services to be provided:	See agreed Care Plan

Note: these agreed Services may be changed from time to time; note should be made of changes in the Care Plan held in the Service User's home, signed by them to denote agreement.

Schedule 1 – TERMS AND CONDITIONS

1. Commencement and duration

1.1. This Care Agreement will commence on the date of commencement of Service as stated in the Summary of Agreement. The first month of this Care Agreement will be regarded as an assessment period. This is to enable the Service User to decide if the arrangements are right for them. Seven days notice of termination is required by either party during this period. In the event of either or both of the parties choosing to terminate the agreement, The Provider will provide the Service User with information about alternative providers and support them

in making a choice, as well as supporting their transfer to an alternative provider. At the end of the assessment period the Provider will arrange a meeting of those persons concerned with the service, with the objective of reviewing the decision and deciding on permanent arrangements.

1.2. Following the assessment period, termination will occur when the following applies:

1.2.1. Either party gives 7 days' notice.

2. Payment

2.1. The Service User shall pay punctually (without previous demand) to the Provider the fees noted in the Summary of the Agreement.

2.2. The Provider shall be at liberty to vary the fees upon giving one month's prior notice to the Service User.

3. Interest

3.1. Interest shall be payable by the Service User on:

3.1.1. Overdue installments;

3.1.2. All other sums payable or which become payable under this Agreement which are unpaid from the due date of payment.

3.2. Interest will be charged at 4% above Bank of England Base Rate from time to time prevailing.

3.3. Any interest payable under sub-clause 3.1 above shall run from day to day and shall accrue after as well as before any judgment.

4. Terminations by the Provider

4.1. The Provider may give notice of termination in the event that any of the following events occur:

4.1.1. The Service User fails to pay any sum payable under this Agreement on its due date (whether previously demanded or not);

4.1.2. A bankruptcy petition is presented against the Service User or the Service User has a bankruptcy order or an interim order made against them under the relevant Insolvency Act at the time, or (in Scotland) becomes notour bankrupt or is sequestrated;

4.1.3. The Service User commits any breach of the terms and conditions (whether explicit or implied) of this Agreement;

4.1.4. Any attachment order is made against the Service User or any distress diligence execution or other legal process is levied on any property of the Service User;

4.1.5. The Provider considers with confirmation by a health professional or social worker that the Service User requires a level or category of Service which cannot be provided by the Provider then in any such event, and without prejudice to any other rights and remedies which the Provider may possess, the Provider shall be entitled to terminate this Agreement and, subject to the provisions of clause 5 below and any pre-existing liabilities of the Service User hereunder, neither party shall have any rights as against the other;

4.1.6. The Service User exhibits behaviour which the provider considers, with confirmation by a doctor or independent Care worker, is persistently unsociable to such an extent that they seriously affect the well-being of staff working at The Agency.

5. Liability of the Service User with respect to termination by the Provider

5.1. Upon termination of this Agreement, pursuant to the provisions of clause 4 above, the Service User shall pay to the Provider on demand all sums payable under this Agreement up to the date of termination.

6. Termination, cancellations, and service changes by Service User

6.1. The Service User may terminate this contract in its entirety by giving notice of at least 7 days.

6.2. Contract termination should be in writing to the Registered Manager, or if made verbally via a carer or by telephone, a written acknowledgment should be requested from the Service User, which will be provided.

6.3. On the final day of Service, the Service User shall forthwith pay to the Provider all sums payable under this Agreement.

6.4. The Service User may cancel booked individual carer visits by giving at least 24 hours notice to the Registered Manager. Cancellations where less than 24 hours notice is given, including booked carer visits made where the Service User is unexpectedly not present, or refuses entry, will be charged at the normal rate for the full booked visit.

6.5. Cancellations by the Service User which amount to more than 10% of the booked service over a one month period will give rise to a full review of this agreement.

6.6. If the Service User requires additional service(s), seven days notice is required by the Agency.

6.7. Call-out visits made at the request of the Service User, or where the Agency genuinely believes that the safety and well-being of the Service User is compromised and decides to attend to, will be charged in full at the normal rate for the attendance, including any additional travel time.

7. Advocacy

7.1. If, through illness or infirmity the Service User is unable to sign this Agreement themselves, the person who signs this Agreement accepts the responsibilities detailed within the Agreement including the payment of fees and other charges.

8. Insurance

8.1. The Provider's insurance policies cover accidental and other damage to Service Users' personal effects up to a maximum value of _____ per Service User per incident.

9. Notices and Services

9.1. Any notice or other information required or permitted to be given by either party under this Agreement shall be deemed to have been validly given if served personally upon that party, or if sent by first class pre-paid post, either to the address of that party as stated above or, where that is unknown, to their last known address.

9.2. Any notice or other information sent by first class pre-paid post shall be deemed to have been received by the other party within 48 hours after the date of posting.

10. Acceptance

10.1. This Agreement shall be deemed to be made on the date when it is signed by the Provider, or when the Service commenced, if that occurred at an earlier date.

11. General

11.1 Where two or more persons are stated to be the Service User in Part 1 of the Schedule each of those persons shall be jointly and severally liable for the performance of the obligations of the Service User set out in this Agreement.

Schedule 2 – The Parties

The Service User and/or The Advocate			
Surname:		Surname:	
First name(s):		First name(s):	
Address:		Address:	
Tel No:		Tel No:	

Instructions

Two copies of this agreement to be completed and both signed on behalf of Care 24/7 Healthcare.

The Service User or Advocate to sign both copies, one copy to be retained by Care 24/7 Healthcare and one copy retained by the Service User or Advocate.

Signed on behalf of the service user:

Print Name _____

Signature _____

Date _____

Signed on behalf of Care 24/7 Healthcare:

Print Name _____

Position _____

Signature _____

Date _____