

Service User Agreement

Statement of Terms and Conditions relating to the Supply of Care Support Services

This agreement is made on the date of your signature below

between us, **Crossroads Care Surrey** and you, the **Service User**

Important

- A. This Agreement sets out the terms under which we will provide home care services to you. You are advised to read all of the documentation carefully before signing and, if you require, you may wish to obtain advocacy or the advice of a close relative, friend or legal adviser before signing.
- B. This Agreement comprises the following documents:
 - 1. Terms and Conditions
 - 2. Notice of the Right to Cancel
 - 3. Fee Schedule (may be amended from time to time in accordance with these Terms and Conditions)
- C. Your attention is drawn in particular to the following clauses:
 - 2: Our fees
 - 6: Your home as a workplace
 - 11: Cancellations and termination

Signing on behalf of the Company



Lucy Graham

Head of Finance

Name and Signature of Service User

Service User's Name

Carer's Name and Relationship

Service User's Signature

Date

Please include your email address. If you do not have an email address, please include a trusted contact email address i.e. next of kin, friend or family member. Once signed and returned in the enclosed prepaid envelope, a copy of this agreement will be emailed to you.

Email

Important Note to Service Users

By signing this agreement, you consent to Crossroads Care Surrey providing the Service outlined in the Care Plan and to pay our fees in accordance with clause 2 and the Fee Schedule.

If you are in receipt of a funded service, via 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 the NHS. 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.

The following terms are used in this document:

'Agreement' - means the agreement between you and us set out in the signed agreement and these Terms and Conditions (as varied from time to time in accordance with these Terms and Conditions).

'Cancellation Notice' - means the cancellation notice contained in the Notice of the Right to Cancel set out at the end of these Terms and Conditions.

'Care Plan' - means a written description, prepared by us, describing the nature and level of Services which you have requested we supply to you, amended from time to time.

'Carer Support Worker' - means the person providing the Service on our behalf. (Where more than one person is providing the service for you, "Carer Support Worker" should be read as "Carer Support Workers" in this Agreement).

'Days' - means calendar days.

'Engagement' - means the direct employment or engagement of a Carer Support Worker by you under any arrangement for the provision of services.

'Fees' - means the fees for the Service notified to you initially in the Fee Schedule (and as amended in accordance with these Terms and Conditions from time to time).

'Fee Schedule' - means the schedule, provided by us, setting out the Fees payable by you / on your behalf for the Services (as amended in accordance with these Terms and Conditions from time to time).

'Home' - means your home address.

'Registered Manager' - means the manager notified to you in the Service User's Guide.

'Sensitive Personal Data' - this term shall have the same meaning as in the Data Protection Act 1998 (namely personal information about you and in particular your racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union, medical or physical health or condition, sexuality or the commission or alleged commission of any offence). For the avoidance of doubt, we adhere to the Data Protection Act 1998 and we will never misuse your data.

'Service' - 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, provided in accordance with this Agreement.

'Statutory Regulator' - where the Service you require is subject to regulation, we are required to be registered with the Care Quality Commission (CQC). Contact details for the Statutory Regulator are provided in the Service User Guide, and upon request.

'We', 'Us' or 'Our' – Crossroads Care Surrey: the company providing the Care.

'You', 'the Service User' - the person to whom the Service is being provided by us.

1. Assessment of your care needs

1.1 We will visit you and your Home to discuss your care requirements prior to the commencement of the Service or, if we are required to provide care in emergency situations, at the earliest opportunity during the next 2 working days. We will seek your consent to care and treatment in line with the Mental Capacity Act 2005. Where you consent (or where a best interest decision is made and documented on your behalf), we will work with you, your family and any appropriate external social or health care professionals to assess and agree the level of service that you will require and will set out our Service in the Care Plan.

1.2 You will inform us and keep us informed of all information which may be relevant to the Care Plan including, but not limited to, your likes, dislikes, allergies, and lifestyle preferences, physical and medical conditions.

1.3 We will provide the Service set out in the Care Plan to you.

1.4 We will formally review the Care Plan:

- (a) 6 to 8 weeks after commencement of the Service;
- (b) on a yearly basis thereafter;
- (c) at your reasonable request; and
- (d) at any other time as we consider appropriate or desirable.

1.5 With your consent, we will review the Care Plan with you, your family and, where applicable, 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 or desirable. You shall use your best endeavours to participate in the review of the Care Plan.

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

2. Our fees

2.1 Our fee for service delivery will be calculated based on the time planned for each Carer Support Worker visit. Planned visit times may be:

- 60 minutes (minimum)
- thereafter at 30-minute intervals

If the Carer Support Worker's visit exceeds the allocated time, we reserve the right to charge for the additional time at the hourly rate specified in the Fee Schedule. The amount of the additional time will be rounded up to the nearest visit time allowed (as detailed in the list above).

2.2 We will invoice you 4-weekly in arrears for the Service in accordance with the Fee Schedule. We shall clearly identify on our invoices any other expenses incurred by us in performing the Service.

2.3 You will pay our Fees in accordance with the Fee Schedule and within 14 days of the date of each invoice. You will sign a Direct Debit mandate authorising payment to be made from your designated bank account.

2.4 We reserve the right, in the event that you have failed to pay the Fees, within 14 days of the date of each invoice, to:-

(a) suspend the Service in accordance with clause 10.1 until payment has been made in full; and/or

(b) charge interest at the annual rate of 4% above the base lending rate from time to time of HSBC Bank on such sum from the due date on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay interest immediately on demand.

2.5 We will be entitled to review and increase our Fees for the Service on an annual basis and at any other interval if:

(a) there is a change to the Service; and/or

(b) the cost of providing the Service increases; and/or

(c) a change is necessary in order to comply with any applicable safety, regulatory or statutory requirements.

2.6 Unless the increase in our Fees is because of a change to the Service we will give you and / or your representative at least 4 weeks' notice of any increase in our Fees.

2.7 If you do not agree to our increased fees, you may terminate this Agreement in accordance with clause 11.2.

2.9 No monies of any kind should be paid to the Carer Support Worker. You are not responsible for the Carer Support Worker's National Insurance contributions or Income Tax.

3. Our staff

3.1 We will exercise reasonable care and skill to meet your individual needs as set out in the Care Plan and to provide suitably trained, sufficiently skilled, and competent Carer Support Worker to provide the Service.

3.2 We will ensure that the Service is provided as close as reasonably possible to the times agreed between us but, occasionally and in some unexpected cases, the Carer Support Worker may attend at other times due to transport problems, the need to respond to emergency situations with other service users, or other legitimate reasons.

3.3 We will endeavour to supply a regular Carer Support Worker each time we supply the Service to you. However, annual leave, sickness, availability, and unforeseen events may require us to supply an alternative care worker.

3.4 If a Carer Support Worker fails to attend your Home, or you are not satisfied with the standard of the Service, you must notify us by telephone, without delay.

3.5 Our Carer Support Worker are not permitted to carry out the following tasks:

- a) heavy lifting of any kind, including lifting or moving you without appropriate equipment or an agreed moving and handling risk assessment;
- b) household maintenance (including DIY tasks);
- c) assistance with your finances, unless this is part of the Service specified in your care plan.

4. Permanent engagement of our staff

4.1 Any direct Engagement by you of a Carer Support Worker supplied by us shall render you liable to pay either a Permanent Engagement Fee to us calculated in accordance with clause 4.2(b) (below), or to engage the Carer Support Worker for an extended (6 month) period, in accordance with clause 4.2 (a) (below).

4.2 If you directly engage the Carer Support Worker you shall be obliged to decide whether to:

(a) continue to have the Carer Support Worker supplied on the same terms for an extended period of 6 months from the date we receive notice of your intention to directly engage the Carer Support Worker, following which the Carer Support Worker shall be able to transfer to you without the payment of any fee; or

(b) pay a fee for the direct engagement, negotiable on request. For the avoidance of doubt, the fee shall only be payable where the engagement occurs:

- Within 14 weeks of the date the Carer Support Worker first provided the Service; or
- Within 8 weeks of the Carer Support Worker last providing the service; whichever is the latter.

4.3 Any introduction of a Carer Support Worker by you to another employer, agency, or organisation similar to Ours which results in the engagement of that Carer Support Worker by the third party shall also render you liable to pay an Introduction Fee to us in accordance with clause 4.4 (below).

4.4 The fee for the introduction of a Carer Support Worker is negotiable on request and shall only be payable if an engagement by a third party takes place:

- Within 14 weeks of the date the Carer Support Worker first provided the Service; or
- Within 8 weeks of the Carer Support Worker last providing the Service; whichever is the latter.

4.5 Please note that if you Engage a Carer Support Worker in accordance with clause 4.2, you may become responsible for paying the Carer Support Worker's national insurance contributions and maintaining your own employers' liability insurance.

5. Gifts and payments

5.1 The Carer Support Worker (or any other person employed by us) is not permitted to accept any gifts or tips.

6. Your Home as a workplace

6.1 You will provide a safe environment and appropriate equipment to allow the Carer Support Worker to carry out the Service. This shall include:

- (a) maintaining a generally clean and safe home free of risks and hazards;
- (b) maintaining a safe route of access to and from your home;
- (c) providing any equipment supplied by you, or a third party, that is required to deliver your care such as lifting and transfer aids, wheelchairs and other mobility aids;
- (d) providing all domestic cleaning equipment such as vacuum cleaners, mops, irons, cleaning products etc.;
- (e) informing us of any communicable diseases in the household or extended support bubble;
- (f) ensuring that any equipment supplied by you, or a third party, that is required to deliver your care is regularly maintained and inspected in accordance with all relevant safety requirements;
- (g) providing adequate facilities for sleeping if the Carer Support Worker is on sleep-in duty; and
- (h) not smoking. For the health and safety of our staff, we ask you - and anyone else present in your home - to refrain from smoking, and ventilate any room that is used for your care, whilst the Carer Support Worker is with you.

6.2 An entry plan for your Home may be agreed with you and, if so, will appear in the Care Plan.

6.3 Your telephone must not be used by Carer Support Worker except for the following reasons:

- (a) you or they have a medical emergency. We will not be responsible for payment of your telephone bills; or
- (b) they have been given permission by yourself. We will not be responsible for payment of your telephone bills; or

(c) to make free telephone calls to the provider of our Teleconfirmation system to log their arrival and departure at your Home.

The Carer Support Worker will usually use their own mobile phone to log their arrival and departure.

6.4 Any supplies and / or equipment to be made available by the Service User and / or by Us are set out in the Care Plan.

7. Complaints & service monitoring

7.1 We operate a feedback procedure by which you, or someone acting on your behalf, can make a complaint or suggestion in relation to the Service. This procedure is described in the Service User Guide. Upon request, we will also provide a copy of the procedure to any representative who is acting on your behalf.

7.2 Should you have a reasonable cause to complain regarding the Service provided by us, please inform the Registered Manager as soon as possible, using the complaints procedure contained in the Service User Guide.

7.3 In order to comply with the requirements of the Statutory Regulator, to train new staff, or to monitor the quality of the Service, it may be necessary, from time to time, for a member of our staff to observe, supervise or shadow the Carer Support Worker in your Home. We will give you as much notice as possible if any person other than the Carer Support Worker is to attend your Home and you will use your best endeavours to co-operate with us in respect of this.

7.4 You may be asked to participate in user satisfaction surveys, or to be interviewed in person:

- (a) as part of our quality assurance procedures; or
- (b) at the request of the Statutory Regulator.

7.5 You are not obliged to reply to satisfaction surveys or interviews. We will always request your consent before we commence any Service monitoring in your Home.

8. Confidentiality

8.1 We will respect your privacy and confidentiality, but – with your consent - we may disclose confidential information (including Sensitive Personal Data) about you to our Carer Support Worker or to any other person if we believe such disclosure is in your best interest or is appropriate for the performance of the Service. We may also do so without your consent where there is a safeguarding concern or it is required as a matter of law. Details of

your name and address may be submitted to a credit reference agency. If another person or organisation is paying your fees, and/or has agreed to guarantee your obligations under this Agreement, details of their name and address may also be submitted to a credit reference agency.

9. Records

9.1 The Carer Support Worker shall keep a written record of the care you receive and any other significant information in the form of “visit notes” which are kept on the Access Care Planning system against your personal Care Plan records. We are required to keep these records and they remain our property, however you can request copies at any time, or you can view the visit notes and other information such as your personal Care Plan via the ACP app for friends and funders. You can also delegate access to these records to nominated individuals with your consent.

10. Withdrawal of the Service

10.1 We reserve the right to withdraw a Carer Support Worker and/or to cancel this Agreement with immediate effect in circumstances which, in our reasonable opinion, make the continued provision of the Service untenable. Such circumstances would include (but would not be limited to) any failure by you to pay (or persistent late payment of) our invoices, failure by you, or someone else at your home to provide a safe environment and/or appropriate equipment for the Service, sexual or racial harassment, excessive alcohol consumption, illegal drugs consumption, unreasonable behaviour or requests that a Carer Support Worker undertake unreasonable or illegal activities.

11. Cancellations and Termination

11.1 You can cancel the Service at any time (and for any reason) within 14 days of signing this Agreement by giving us notice in writing, either electronic or hard copy. If you give less than 14 days’ notice, we reserve the right to charge a Cancellation Fee.

11.2 In all other cases, you must give us at least 7 days’ notice if you wish to suspend the Service for a period of time. If you give less than 7 days’ notice, we reserve the right to charge a Service Suspension Fee.

11.3 Please note if you suspend the service for a period of time in accordance with clause 11.2 we cannot guarantee that the same Carer Support Worker attend your Home when you resume the Service.

11.4 In the event that you wish to cancel any individual visits you must give us at least 48 hours’ notice, otherwise you will be charged **in full** for the visit. If the cancellation is between 48 hours and 7 days, you will be charged for 60% of the visit.

11.5 If cancellation of an assignment arises as a result of your admission to hospital, fees will be chargeable for the visits that were due to take place during the 24 hours following your notification to us of a hospital admission.

11.6 We may terminate this Agreement:

- (a) by giving 7 days' notice for any reason; or
- (b) after giving 7 days' notice that you have failed to pay the Fees; or
- (c) after giving 7 days' notice that we are unable to meet your needs, in accordance with clause 1.6.

11.7 This Agreement will terminate immediately in the event of your death and (for the avoidance of doubt) your estate will remain responsible for paying any outstanding fees.

12. Third Party Rights

12.1 No person who is not a party to this Agreement is to have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to benefit from or to enforce any provision of this Agreement and the parties to this Agreement may agree to cancel or vary the whole of any part of this Agreement without being required to seek or obtain the consent of any third party.

13. Force Majeure

13.1 Neither we nor you shall have any liability to the extent that any delay in or failure to perform any of our respective obligations under this Agreement is caused by any factor beyond our respective reasonable control. Any of our respective obligations that are not affected by any factor beyond our respective reasonable control will continue to bind Us and You.

14. Assignment

14.1 With your consent, we may transfer, assign, charge or deal in any other manner with all or any of our rights under this Agreement or may sub-contract any or all of our obligations under it.

15. General

15.1 We may vary these terms and conditions in writing by giving you at least 4 weeks' notice. If you do not agree to the variation you may terminate this Agreement in accordance with clause 11.2.

15.2 If any provision of this Agreement is found by a court or other competent authority to be invalid or unenforceable that shall not affect the validity of the remainder of this Agreement.

15.3 The Agreement, these Terms and Conditions, the Service User Guide and the Care Plan constitute all the terms and conditions between you and us (subject to the variations allowed for by those Terms and Conditions) and is made to supersede all previous agreements and arrangements relating your care.

15.4 You acknowledge that you have not been induced to enter into this Agreement by any representation or promise that the Agreement does not expressly contain (but this clause shall not exclude any liability for any representation made by us that was made fraudulently).

15.5 This Agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Notice of the Right to Cancel

- You have a right to cancel this agreement if you so wish.
- This right can be exercised by delivering, or sending to us (including by electronic mail) notice of your cancellation of service in writing.
- You can still pause this agreement at any other time by giving us 7 days' notice in writing (as set out in clause 12.2 of the Terms and Conditions).
- Notice of cancellation will take effect as soon as it is posted or sent to us by any other means.