



Review Sheet



Last Reviewed
19 Nov '19



Last Amended
19 Nov '19



Next Planned Review in 12 months, or
sooner as required.

Business impact



MEDIUM IMPACT

Changes are important, but urgent implementation is not required, incorporate into your existing workflow.

Reason for this review

Scheduled review

Were changes made?

Yes

Summary:

Review undertaken of the policy and the attached Service User Contract to ensure in line with legislative requirements. Further custom fields added in where applicable.

Relevant legislation:

- Consumer Rights Act 2005
- Equality Act 2010
- The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014
- Mental Capacity Act 2005
- Data Protection Act 2018

Underpinning knowledge - What have we used to ensure that the policy is current:

Suggested action:

- Encourage sharing the policy through the use of the QCS App
- Ensure relevant staff are aware of the content of the whole policy



1. Purpose

1.1 To create a legal contract of the terms and conditions of service between SAWBRIDGE PRIMECARE LTD and the Service User.

1.2 To support SAWBRIDGE PRIMECARE LTD in meeting the following Key Lines of Enquiry:

Key Question	Key Lines of Enquiry
EFFECTIVE	E1: Are people's needs and choices assessed and care, treatment and support delivered in line with current legislation, standards and evidence-based guidance to achieve effective outcomes?
EFFECTIVE	E7: Is consent to care and treatment always sought in line with legislation and guidance?

1.3 To meet the legal requirements of the regulated activities that SAWBRIDGE PRIMECARE LTD is registered to provide:

- Consumer Rights Act 2005
- Equality Act 2010
- The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014
- Mental Capacity Act 2005
- Data Protection Act 2018



2. Scope

2.1 The following roles may be affected by this policy:

- Registered Manager
- Other management
- Administrator

2.2 The following Service Users may be affected by this policy:

- Service Users

2.3 The following stakeholders may be affected by this policy:

- Advocates
- Representatives
- Commissioners



3. Objectives

3.1 To create a fair, transparent and binding contract which safeguards Service Users and the legitimate interests of SAWBRIDGE PRIMECARE LTD.



4. Policy

4.1 Every new Service User and where applicable, their legal representative, will be given the Service User Contract, along with the Service User Guide and other relevant information to support their informed consent in agreeing to the terms and conditions of their Service User Contract.

4.2 Service Users and their representatives will have the support and time they require to understand and complete the contract.

4.3 SAWBRIDGE PRIMECARE LTD will also sign their part.

4.4 The Service User will always receive a copy of their signed contract.

4.5 SAWBRIDGE PRIMECARE LTD will store their copy of the contract in the Service User file securely in accordance with data protection law.

4.6 SAWBRIDGE PRIMECARE LTD will ensure that every contract signed by the Service User or their legal representative is done so freely and with informed consent. Where Service Users have the capacity to complete and sign their own contract, they will be supported to make their own decision and give their consent.



5. Procedure

5.1 The Registered Manager is responsible for this policy and the distribution of Service User Contracts.

5.2 The Registered Manager will organise or signpost the Service User to the support the Service User requires to understand and complete their contract including:

- Advocates
- Enlarged print
- Interpreters

5.3 Where a Service User has been assessed as not having the capacity to make the decision to accept or decline the service, The Registered Manager will ensure that those acting on their behalf have the legal right to do so.

5.4 All decisions made on behalf of Service Users who lack the capacity to make this particular decision must be done so in accordance with the Mental Capacity Act 2005.

5.5 All questions and issues regarding Service User Contracts will be made in the first place to The Registered Manager.

5.6 If, at any time, there is a need for any significant change to the service outlined in the contract, or if the Service User makes such a request, The Registered Manager will ensure that arrangements are in place for the contract to be changed.

5.7 In the event of any contract dispute and the need for resolution, The Registered Manager will aim to resolve the dispute informally by use of effective communication, clarification, and negotiation. The complaint procedures must be followed in the first instance. The Registered Manager can also refer to best practice recommendations as cited within the '[Unmasking contract dispute resolution: Ten tips for commissioners and providers to avoid conflict](#)' (NHS England and NHS Improvement) document.



6. Definitions

6.1 Informed Consent

- Giving agreement to something because you have the information, understanding of the information, and capacity to make the decision

6.2 Contract

- A formal and legally binding agreement



Key Facts - Professionals

Professionals providing this service should be aware of the following:

- Every Service User will have a Service User Contract in place before they begin the service
- The Registered Manager is responsible for the Service User Contract and any queries relating to it must be directed to them



Key Facts - People affected by the service

People affected by this service should be aware of the following:

- To protect you as a Service User and SAWBRIDGE PRIMECARE LTD, a Service User Contract must be signed by you and SAWBRIDGE PRIMECARE LTD before your service with us begins
- The Service User Contract sets out the service, payment and timescales, what is available under your contract and the different processes which will happen under various situations
- You will only sign your contract if you are happy with it and you understand what it means. If you do not, you can ask for more support to understand
- If a Service User is assessed as not having the capacity to give informed consent for this decision, a decision will be made in their best interest, and their legal representative can sign on their behalf
- If you have any issues or questions with your contract, before you sign, or a situation that arises, you can speak firstly with The Registered Manager



Further Reading

To add to your understanding and knowledge in this policy area we recommend that you consider the following information:

Unmasking contract dispute resolution: Ten tips for commissioners and providers to avoid conflict:

<https://www.health-and-care-update.co.uk/2018/11/unmasking-contract-dispute-resolution-ten-tips-for-commissioners-and-providers-to-avoid-conflict.html>



Outstanding Practice

To be 'outstanding' in this policy area you could provide evidence that:

- Information regarding Service User preferred communication method is recorded at the first point of contact
- All information to aid the understanding of the Service User Contract is delivered by the preferred means i.e. Large print, braille. SAWBRIDGE PRIMECARE LTD can demonstrate this has a positive impact on understanding the policy for the Service User
- The wide understanding of the policy is enabled by proactive use of the QCS App



Forms

The following forms are included as part of this policy:

Title of form	When would the form be used?	Created by
Terms and Conditions for the Supply of Care Services - AR10	For use by providers delivering CQC regulated care in a Service User's home. To be signed by the provider and the Service User before commencing a package of care or support.	QCS

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Instructions: Two copies of this agreement to be completed and both signed on behalf of SAWBRIDGE PRIMECARE LTD.

The Service User or their legal representative will also sign both copies, one copy to be retained by SAWBRIDGE PRIMECARE LTD and one copy retained by the Service User.

Please Note: This information will be securely stored in compliance with Data Protection Legislation.

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SAWBRIDGE PRIMECARE LTD
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Agreement For The Supply Of Care Services

Contract Summary

Between: SAWBRIDGE PRIMECARE LTD, ("**Provider**")

Gainsborough Business Centres

Suite 1.02

Sheering Lower Road

Sawbridgeworth

Essex

CM21 9RG

and [Insert Name and Address] ("**Service User**")

Commencement Date:	[Insert date]
Expiry Date:	[Insert date if applicable]
Services:	[Insert description], as more particularly described in the Care Plan.
Fees:	We will charge [per visit/in accordance with our hourly rates] as set out in Schedule 2 to this Agreement. You will be invoiced on a monthly basis. All invoices are payable within . Fees can be varied in accordance with Clauses 4.13 and 4.14.
Right to Cancel:	You can cancel this agreement with immediate effect, at any time within 14 Days of the Commencement Date. You are required to complete and return the Cancellation Form (attached at Schedule 2) to affect the cancellation. If you require services to be provided within the first 14 days following the Commencement Date, you will be required to confirm that you will be responsible for the fees incurred during this period by completing the form at Schedule 4 of this agreement.
Termination:	After the initial 14 days following the Commencement Date, you can terminate this agreement for any reason, notice is given (please see Clause 12.1). We can terminate this agreement in the circumstances set out in Clause 12.2.

Signed on behalf of SAWBRIDGE PRIMECARE LTD:	Date:
Signed on behalf of the Service User:	Date:

These Terms and Conditions are for use by providers supplying a managed Care service, where the provider directly employs and manages their Care Workers. These Terms and Conditions are not for use for live-in Care Worker arrangements.

These Terms and Conditions are to be entered into with adults who have the requisite capacity to enter into contractual relations. For the avoidance of doubt, these Terms and Conditions can also be entered into on the Service User's behalf if they are duly executed by a Court appointed Deputy for Property and Affairs; a holder of a valid Lasting Power of Attorney; or a person authorised to do so under Court Order.

General Terms and Conditions

1. Background

1.1 These Terms and Conditions set out the formal legal agreement upon which SAWBRIDGE PRIMECARE LTD (“**We**”, “**Us**” or “**Our**”) will provide home care services to the Service User (“**You**”). Where these Terms and Conditions are entered into on the Service User’s behalf by a Court appointed Deputy for Property and Affairs; a holder of a valid Lasting Power of Attorney; or a person authorised to do so under Court Order, that person will be treated as acting on the Service User’s behalf and all references to “**You**” are to be construed as references to the Service User.

1.2 Please ensure that you read these Terms carefully and check that the details in the Agreement are complete and accurate before you sign the Agreement.

1.3 This Agreement (including the Care Plan) constitutes the entire agreement between You and Us.

2. Definitions and Interpretation

2.1 In this Agreement, save where the context requires otherwise, all capitalised words, terms and expressions shall have the meanings given to them in Schedule 1. The principles of interpretation set out in that Schedule shall also apply to this Agreement.

2.2 In the event of a conflict between any terms in this Agreement, terms shall take priority in the following order:

- The Contract Summary
- The Care Plan
- The main body of this Agreement
- The other schedules to this Agreement

3. Your Care

3.1 SAWBRIDGE PRIMECARE LTD will provide you with Services to meet the requirements of your Care Plan.

3.2 Prior to the commencement of Services, we will visit you at home to undertake an assessment of your Care needs, which will inform your Care Plan. In emergency situations, we may, at our absolute discretion, agree to commence Services prior to an assessment taking place and a Care Plan being agreed.

3.3 In formulating your Care Plan, SAWBRIDGE PRIMECARE LTD will:

- Carry out an assessment and formulate a Care Plan
- Take into account your views and Care preferences
- Take into account views of other relevant individuals including family members and health care professionals
- Design the Care Plan with a view to ensuring your wellbeing
- Assess the risks to your health and safety of receiving Care at home and take reasonable steps to mitigate any identified risks

3.4 SAWBRIDGE PRIMECARE LTD will review your Care Plan with you, your family and, where applicable, any other appropriate external social or health care professionals. Reviews will take place as follows:

- 6 weeks after commencement of the Service
- On a 6 MONTHS basis thereafter
- At your reasonable request
- When it is apparent to SAWBRIDGE PRIMECARE LTD that your circumstances have changed, and/or
- At any other time as SAWBRIDGE PRIMECARE LTD considers appropriate

3.5 SAWBRIDGE PRIMECARE LTD requires you to:

- Keep us informed of all information which may be relevant to the delivery of your Care Plan
- Treat our staff with a level of courtesy and respect
- Maintain sufficient household insurance cover, including but not limited to public liability cover

3.6 In delivering your Care Plan, SAWBRIDGE PRIMECARE LTD will:

- Treat you with dignity and respect
- Seek your consent before delivering any personal Care

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- Ensure your privacy
- Provide Care which is delivered by suitably qualified staff
- Take appropriate steps to prevent you from being abused or subject to improper treatment
- Maintain sufficient insurance cover for public and employers liability
- Act in accordance with diversity and equality principles as set out in the Equality Act 2010

3.7 If you do not have capacity to make decisions regarding your Care needs, SAWBRIDGE PRIMECARE LTD will work with your appointed Health and Welfare Deputy or holder of an Enduring Power of Attorney for Healthcare. In the absence of such an individual, we will act in your best interests in making decisions regarding your Care needs.

3.8 If your needs change or increase to a level which cannot be met by SAWBRIDGE PRIMECARE LTD, we will tell you without delay, and will discuss alternative arrangements with you and agree a mutually acceptable solution. We will continue to provide services to you during this period (unless we have given you notice to terminate under Clause 12.2 and this Agreement has been terminated).

3.9 We commit to providing you with a standard of Care which meets the requirements of the Health and Social Care Act 2008 and any subordinate legislation including but not limited to The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, or legislation amending, replacing or re-enacting the same.

4. Our Fees

4.1 You are liable to pay SAWBRIDGE PRIMECARE LTD fees as provided for in this Clause 4 and as set out in Schedule 2 to this Agreement.

4.2 [We will charge you a one-off assessment fee as set out in Schedule 2 to this Agreement].

NOTE: Delete this clause if no assessment fee is to be charged.

4.3 [We will charge you a deposit as set out in Schedule 2 to this Agreement, which is payable prior to the commencement of Services. You will be entitled to a refund of the deposit if the Agreement is terminated in accordance with Clause 12 and no sums payable under this Agreement are outstanding. For the avoidance of doubt, we will arrange for your deposit to be [insured/held in a form of separate current account] and we may transfer all or part of the deposit to us if our fees remain unpaid after the payment due date, upon 7 days' notice].

NOTE: Delete this clause if no deposit is to be charged

4.4 We will calculate our fees for provision of services based on [a fixed price per visit/using hourly rates (which will be prorated as required)] as set out in Schedule 2.

4.5 [The time spent in delivering your Care Plan will be recorded in time sheets which will be made available to you on submission of our invoices. The timesheets will form the basis of our fees].

NOTE: Delete if not applicable

4.6 [You are required to sign each time sheet following the end of each Care Worker shift. For the avoidance of doubt, our fees are still payable if you do not sign the timesheets].

NOTE: Delete if not applicable

4.7 [If you disagree with the content of any timesheet, you are required to raise your concerns directly with the Registered Manager via our Complaints Procedure as set out in Clause 13 of this Agreement].

NOTE: Delete if not applicable

4.8 [The time spent in delivering your Care Plan will be recorded by an electronic monitoring system, details of which will be made available to you on submission of our invoices. The time recorded using our electronic monitoring system will form the basis of our fees.

NOTE: Delete if not applicable

4.9 We reserve the right to charge you for the reasonable travelling expenses of our staff incurred during the provision of services as set out in Schedule 2.

4.10 We will invoice you on a monthly basis. All invoices are payable within days.

4.11 Any amount due under this Agreement that is not paid on the due date will bear interest from the due date to the date of actual payment at a rate equal to [*3% above the Bank Rate set by the Monetary Policy Committee of the Bank of

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England] for the time being, for the relevant period. Interest due must be paid together with the amount of arrears in question. We are entitled to recover, in full, all reasonable legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under this Agreement.

***NOTE:** *The applicable rate should reflect the Provider's rate of borrowing.*

4.12 In the event there is any shortfall between the cost of the services we provide under this Agreement and the money you receive from direct payments, a personal budget, a personal health budget or any other means, it is your responsibility to meet the shortfall and pay our fees due under this Agreement.

4.13 The fees payable under this Agreement shall be subject to review in accordance with Clause 4.13, on an annual basis or at other intervals as required. SAWBRIDGE PRIMECARE LTD will give 4 weeks' notice in writing of any increase in the fees payable under this Agreement.

4.14 SAWBRIDGE PRIMECARE LTD shall be entitled to review fees on an annual basis and increase the fees by an amount that reflects the increase in current and predicted costs of providing the services.

4.15 The fees can also be reviewed outside the annual review provided for in Clause 4.13 if:

- There is a change to the Care Plan and services required, or
- A change is necessary in order to comply with any applicable regulatory or statutory requirements

4.16 SAWBRIDGE PRIMECARE LTD will give 4 weeks' notice in writing of any increase in fees payable under this Agreement.

5. SAWBRIDGE PRIMECARE LTD staff

5.1 SAWBRIDGE PRIMECARE LTD 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, experienced and competent Care Workers to provide the service.

5.2 We are required, under our CQC registration and guidelines, to supervise the Care Worker during the provision of services to you. So that we can do so, you agree that our assessor may visit your home to supervise the Care Worker, provided that we give you reasonable notice and that the assessor will only visit your home at a reasonable time.

5.3 SAWBRIDGE PRIMECARE LTD will ensure that the service is provided as close as reasonably possible to the times agreed between us. In the event that it is necessary for a Care Worker to attend your home at a different time to that agreed, we will give you as much notice as possible.

5.4 [We will aim to supply a named Care 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. We will give you as much advance notice as circumstances allow].

NOTE: *Delete if not applicable.*

5.5 If a Care 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. This does not affect your right to make a complaint in accordance with our Complaints Procedure at a later stage.

5.6 Our Care Workers are not permitted to carry out the following tasks*:

- Heavy lifting of any kind, including lifting or moving you without appropriate equipment or a sufficient number of people to assist**
- Household maintenance (including DIY tasks), or
- Assistance with your finances, unless this is part of the service specified in your Care Plan

NOTE: *Provider to insert any further restrictions. **

NOTE: *Provider to amend to reflect own policy. ***

6. Permanent Engagement Of Staff

6.1 Save as provided for in Clause 6.4, if you directly engage a Care Worker you can either:

- Continue to have the Care Worker supplied on the same terms provided for in this agreement for an extended

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period of [3/6] months from the date SAWBRIDGE PRIMECARE LTD receive notice of your intention to directly engage the Care Worker, following which the Care Worker will be able to transfer to you without the payment of any fee, or

- Pay SAWBRIDGE PRIMECARE LTD a Permanent Engagement Fee as set out in the Fee Schedule

6.2 For the avoidance of doubt, the Permanent Engagement Fee will only be payable where the engagement occurs within 14 weeks of the date the Care Worker first provided services or within 8 weeks of the date the Care Worker last provided services.

6.3 If you engage a Care Worker directly, you may become responsible for paying employers' national insurance contributions and maintaining employers' liability insurance in respect of the Care Worker.

6.4 Your obligation under Clause 6.1 above will not arise where the engagement of a Care Worker follows a transfer under the Transfer of Undertakings (Protection and Employment) Regulations 2006.

7. Gifts

7.1 The Care Worker (or any other person employed by us) is not permitted to accept any gifts or tips. Please do not leave any items or money to the Care Worker (or any other person employed by us) in your will.

8. Your Home as a Workplace

8.1 You will provide a safe environment and appropriate equipment to allow the Care Worker to carry out the services. This shall include:

- Maintaining a generally clean and safe home, free of risks and hazards
- Maintaining a safe route of access to and from your home
- 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
- Providing all domestic cleaning equipment such as vacuum cleaners, mops, irons, etc.
- Informing us of any communicable diseases in the household
- 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

8.2 SAWBRIDGE PRIMECARE LTD are required to ensure that your home and equipment is safe to use for the provision of the services. We will notify you if we find that your home or equipment is not safe and, where possible, assist you with making any necessary changes.

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

8.4 The Care Worker is only permitted to use your telephone or internet connection if:

- You have provided them with express permission to do so
- It is required in order for the Care Worker to carry out their electronic monitoring time recording
- In the event of any emergency

8.5 If you ask the Care Worker to use your telephone or internet connection, or they have to use them in an emergency, SAWBRIDGE PRIMECARE LTD will not be responsible for any costs incurred.

9. Records

9.1 We will ensure that the Care Worker shall keep a daily written record of the Care you receive, any assistance with your medication and any other significant information. Unless specified otherwise in the 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 SAWBRIDGE PRIMECARE LTD property. You agree to return them to us once the services ends or at any other time. We will provide you with copies at your request.

10. Insurance and Liability

10.1 We will take out and maintain appropriate insurance in relation to liability arising under this agreement.

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10.2 If we fail to comply with this agreement, SAWBRIDGE PRIMECARE LTD will be responsible for loss and damage you suffer that is a foreseeable result of our breaking of this agreement or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will happen at the time this agreement was made or if you and us both knew it might happen.

10.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or agents; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services included under this agreement.

11. Withdrawal of the Service

11.1 SAWBRIDGE PRIMECARE LTD reserves the right to withdraw a Care Worker and/or to cancel this Agreement with immediate effect in circumstances which make the continued provision of the service untenable. Such circumstances would include (but would not be limited to) acts of verbal and/or physical aggression by you to a Care Worker, 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, extreme alcohol consumption, or requests that a Care Worker undertake unreasonable or illegal activities.

11.2 For the health and safety of SAWBRIDGE PRIMECARE LTD staff, we ask you and anyone else present in your home, to refrain from smoking and ventilate any room that will be used for your Care for at least one hour before the agreed time.

- If you smoke while your Care Worker is with you, the Care Worker will leave your home for the duration of your smoking and shall not re-enter your home until 1 hour after you last smoked. This is in accordance with our smoke-free workplace policy.

11.3 Any additional requirements or any variation to this clause will be specified in your Care Plan.

12. Cancellation and Termination

12.1 Cancellation and Termination by You:

- You can cancel the Service at any time (and for any reason) within 14 days of the Commencement Date by signing, dating and returning the Notice of Your Right to Cancel as provided in Schedule 3 to this Agreement
- We are not permitted to provide the service during the first 14 days of this Agreement unless you give us your consent to do so in the form provided in Schedule 4 to this Agreement
- In all other cases, you must give us at least notice in writing if you no longer require the service or want to suspend the service for a period of time. If you give less than notice, we reserve the right to charge a Cancellation Fee or a Service Suspension Fee as set out in Schedule 2
- Please note if you suspend the service for a period of time in accordance with Clause 12.1, We cannot guarantee that the same Care Worker will attend your home when you resume the service
- In the event that you wish to cancel the services on a particular day (for example if you are on holiday or do not require services to be provided for any other reason), you must give us at least {HoursNoticetoSkipDates} notice of your wish to cancel the services on a particular day (for example if you are on holiday notice, otherwise you will be charged in full)
- In the event that we have notified you that we intend to increase fees due under this Agreement in accordance with Clause 4.13 or Clause 4.14, you are entitled to give notice under Clause 12.1 to terminate this Agreement. You will be required to pay the fees during the notice period, but the fee increase will not be applied

12.2 Cancellation and Termination by SAWBRIDGE PRIMECARE LTD

- We may terminate this Agreement:
 - By giving {DaysNoticetoCancelbyOrg} written notice for any reason
 - By giving {DaysNoticetoCancelbyOrg} written notice if you have failed to pay our fees in accordance with Clause 4; or
 - By giving {DaysNoticetoCancelbyOrg} written notice if we are unable to meet your Care needs
- This Agreement will terminate automatically in the event of your death and your estate will remain responsible for

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paying any outstanding fees due under this Agreement

13. Complaints Procedure

13.1 In the unlikely event that there is a problem with the services or your Care Worker:

- Please contact SAWBRIDGE PRIMECARE LTD and tell us as soon as reasonably practicable
- Please give us a reasonable opportunity to remedy any problem

13.2 If we cannot remedy a problem with your Care Worker to your reasonable satisfaction, we will replace the Care Worker as soon as reasonably practicable after you ask us to do so. However, you will remain responsible for payment of services provided by that Care Worker before they are replaced.

13.3 If you are not satisfied with our remedy to your problem with the services of your Care Worker, you can make a complaint through our Complaints Procedure. We will give you a copy of our Complaints, Suggestions and Compliments Policy and Procedure when you sign this Agreement, or you can request a copy from us at any time.

14. Confidentiality and Data Protection

14.1 We shall duly observe all our obligations under relevant data protection legislation (including the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018) which arise in connection with this Agreement.

14.2 By signing this Agreement, you accept the terms of our Privacy Statement which is published on our website and available in hard copy on request.

15. Notice

15.1 Any notices, communication and information relating to this Agreement are required to be given promptly verbally, by telephone, email or where required, formally in writing and delivered to the other party.

16. Variation of the Agreement

16.1 SAWBRIDGE PRIMECARE LTD may revise this Agreement from time to time and will provide at least one month's written notice of any changes before they take effect. You can choose to cancel the Agreement in accordance with Clause 12.

17. Transfer of the Agreement By Us

17.1 SAWBRIDGE PRIMECARE LTD may transfer our rights and obligations under this Agreement 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 Agreement - OR - We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us within [30 days] of us telling you about it, to end the contract with immediate effect.

18. Waiver

18.1 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 this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, 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 fail to pay an invoice by the day it falls due and we do not chase you, but we continue to provide services, we can still require you to make the payment at a later date.

19. Third Party Rights

19.1 Nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. Partial Unenforceability

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20.1 If any clause or any part of this Agreement or the application of it to either party shall for any reason be adjudged by any court or other competent legal authority to be invalid, such judgment will not affect the remainder of this Agreement which shall continue in full force and effect.

21. Force Majeure

21.1 We shall not be liable for any breakdown or withdrawal of services for reasons beyond SAWBRIDGE PRIMECARE LTD control.

22. Law and Jurisdiction

22.1 This Agreement shall be governed by and shall be construed in accordance with English Law and be subject to the exclusive jurisdiction of the courts of England and Wales.

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Schedule 1 - Definitions and Interpretation

Definitions and Interpretation

In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the meanings given to them below:

Agreement	Means this agreement including the Contract Summary, general terms and conditions, Care Plan and all schedules.
Care Plan	Means a written description, prepared by SAWBRIDGE PRIMECARE LTD, describing the nature and level of services which you have requested we supply to you, as amended from time to time.
Care Worker	Means the person providing the service on our behalf.
Commencement Date	Means the date of this Agreement as set out in the Contract Summary.
Complaints Procedure	Means the complaints procedure referred to in Clause 13 of this Agreement and provided to you upon signing this Agreement or upon request.
Days	Means calendar days.
Fees	Means the fees for the service provided under this Agreement as set out in Schedule 2 to this Agreement.
Home	Means your home address.
Provider	Means SAWBRIDGE PRIMECARE LTD.
Services	The managed homecare services to be provided by SAWBRIDGE PRIMECARE LTD to you in accordance with your Care Plan.
Service User	Means [Insert Service User name]

- In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto
- Any headings to clauses are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to clauses shall mean the clauses of this Agreement and references to paragraphs shall mean paragraphs of the schedules to this Agreement
- Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list
- In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns
- In this Agreement, words importing the singular only shall include the plural and vice versa
- Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency, then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom
- All references to the Agreement include a reference to the Agreement as amended, supplemented, novated or assigned from time to time

SAWBRIDGE PRIMECARE LTD
Gainsborough Business Centres, Suite 1.02, Sheering Lower Road, Sawbridgeworth, Essex, CM21 9RG

Schedule 2 - Fees

Summary of Fees Payable Under This Agreement

The following fees are payable under this Agreement:

Fee	Amount
Assessment Fee	[insert amount]
Deposit	[insert amount]
Hourly rates	[insert amount]*
Travelling Expenses	[insert amount]
Permanent Engagement Fee	[insert amount]
Cancellation Fee	[insert amount]
Service Suspension Fee	[insert amount]

NOTE: Provider to consider daytime hourly rates, night time hourly rate, weekend rates and bank holiday rates. *

SAWBRIDGE PRIMECARE LTD
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Schedule 3 - Cancellation Notice

NOTE: Complete and return this form only if you wish to withdraw from the contract)

To:

SAWBRIDGE PRIMECARE LTD
Gainsborough Business Centres
Suite 1.02
Sheering Lower Road
Sawbridgeworth
Essex
CM21 9RG

I hereby give notice that I cancel my Contract for the supply of home care service.

Made on: <i>(Insert Commencement Date)</i>	
Name of Service User:	
Address of Service User	
Signature of Service User: <i>(Only if this form is notified on paper)</i>	
Date:	

SAWBRIDGE PRIMECARE LTD
Gainsborough Business Centres, Suite 1.02, Sheering Lower Road, Sawbridgeworth, Essex, CM21 9RG

Schedule 4 - Consent to Provide Services Within 14 Days of the Commencement Date

Only sign this consent if you agree to the service being provided during the 14-day cancellation period.

I consent to the Service being provided during the first 14 days of this Agreement and acknowledge that, even if I cancel this Agreement, I will be liable for the fees for any Services provided before cancellation takes effect.

Signature:	
Name:	
Date:	

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Schedule 5 - Care Plan

[Include a copy of your current Care Plan].