

AR19 - Service User's Handbook

This agreement is between:

“ The Provider” Westwood Homecare Northwest Ltd whose registered office is at:

Sedgeborough House
47 Sedgeborough Road
Whalley Range
Manchester
Lancashire
M16 7EU

“The Service User”: the person named in Schedule 2 (see below)

“ The Advocate”: the person named in Schedule 2 (see below)

1. The Service and charges:

1.1. The Provider agrees to provide the care Services set out in the Service Users 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 brochure, booking details, Service Users handbook and Service User Plan.

2. The Service User shall pay the Provider:

2.1. A hourly fee of **£12.50** for the Service specified

3. Fees are charged as follows

3.1. Fee invoices are raised Fortnightly in advance. Payments are due within fourteen days and must be made by cheque or standing order.

3.2. Fees are charged in minimum units of one quarter hour.

3.3. In the event that the 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 or two ways:

4.1. **Wholly self-financing Service Users:** In the case of wholly self financing Service Users, payment will be by standing order fortnightly, two weeks after the beginning of the fortnightly, without reminder.

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

AR19 – Service User’s Handbook

4.2.1. This contract applies to all self-funding Service Users, who have a direct relationship with Westwood Homecare Northwest Ltd. In the case of Service Users wholly or partly funded by third parties such as Social Services, a Primary Care Trust, 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 case of the 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 the 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 (admission):	
Date of termination of contract (short stay only):	
Agreed weekly fee on admission:	£
Room type agreed (single or double):	
Funding source(s) agreed (delete as appropriate):	Self
	Third Party
	Social Services
	Health Authority
	Other (specify)

AR19 – Service User's Handbook

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 both of the parties choosing to terminate the agreement, the agency will provide the Service User with information about alternative providers and support them in making a choice, and support their transfer. 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 four weeks notice.

1.2.2. In the case of the temporary suspension of the Service User's service provision, for whatever reason the fees payable during the absence will be full fees subject to a maximum period of Absences of longer than six weeks will be individually negotiated.

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 months prior notice to the Service User.

3. Interest

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

3.1.1. Overdue instalments;

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 4.1 below shall run from day to day and shall accrue after as well as before any judgement.

4. Termination by the Provider

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

AR19 – Service User’s Handbook

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 him under the Insolvency Act for the time being in force or (in Scotland) becomes notour bankrupt or is sequestrated;

4.1.3. The Service User commits any breach of the terms and conditions (whether express 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 of 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 the staff of the agency.

5. Liability of Service User on termination by Provider

5.1 Upon termination of this 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 date of termination.

6. Termination by Service User

6.1 Upon termination of this Agreement by the Service User, the Service User shall forthwith pay to the Provider all sums payable under this Agreement.

7. Advocacy

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

AR19 – Service Users Handbook

8. Insurance

8.1 The provider's insurance policies cover accidental and other damage to Service User's personal effects up to a maximum value of **10,000,000** 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 to the address of that party as stated above or his 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 have been made either on the date on which 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.

AR19 – Service User’s Handbook

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:	
Signed by the Service User or Advocate:			
Signed for and on behalf of Westwood Homecare Northwest Ltd:			
This agreement is dated the			
day of			
in the year			
(Instructions: Two copies of this agreement to be completed and both signed on behalf of Westwood Homecare Northwest Ltd. The Service User or Advocate to sign both copies, one copy to be retained by Westwood Homecare Northwest Ltd and one copy retained by the Service User or Advocate).			