

**RESPIRE CARE AGREEMENT
FOR CLINICAL COMMISSIONING GROUP / LOCAL AUTHORITY / SELF FUNDED SERVICE USERS**

SERVICES SPECIFICATION

PLEASE BE AWARE THAT BY SIGNING THIS SERVICES SPECIFICATION YOU ARE ENTERING INTO A CONTRACT WITH PILGRIMS' FRIEND SOCIETY (REGISTERED CHARITY NUMBER 1045920) WHOSE REGISTERED OFFICE IS AT 175 TOWER BRIDGE ROAD, LONDON, SE1 2AL .

WE ARE REGISTERED WITH THE CARE QUALITY COMMISSION UNDER SERVICE ID NUMBER 1-101660466.

PLEASE MAKE SURE THAT THE INFORMATION SET OUT IN THIS SERVICES SPECIFICATION IS ACCURATE AND COMPLETE. PLEASE ALSO READ THE ATTACHED TERMS AND CONDITIONS CAREFULLY AND MAKE SURE YOU ARE COMFORTABLE WITH THEM BEFORE YOU SIGN THIS SERVICES SPECIFICATION. IF YOU ARE UNSURE OF ANYTHING, PLEASE LET US KNOW AND WE WILL EXPLAIN IT TO YOU.

YOU CAN CONTACT US BY WRITING TO US AT [INSERT HOME ADDRESS], TELEPHONING US ON [INSERT HOME TELEPHONE NUMBER] OR BY EMAILING US AT [insert Home email address]

Service User:

[INSERT SERVICE USER'S FULL NAME AND ADDRESS - n.b. no Mr/Mrs/Ms etc...]

(Acting by his/her Attorney/Deputy [INSERT ATTORNEY/DEPUTY'S FULL NAME AND ADDRESS OR STATE "NOT APPLICABLE"])

Third Party:

[INSERT THIRD PARTY'S FULL NAME AND ADDRESS OR DELETE IF 'NOT APPLICABLE']

Home:

[INSERT NAME AND ADDRESS OF THE HOME WHERE SERVICE USER WILL RECEIVE RESPITE CARE]

Services Start Date:

[INSERT DATE THE SERVICES STARTED OR WILL START]

Services Termination Date:

[INSERT DATE THE SERVICES WILL TERMINATE]

Services:

Accommodation in room number [INSERT ROOM NUMBER] in the Home.

We will provide temporary [residential care/high dependency care/enhanced care/nursing care/continuing healthcare] as required, in accordance, with your assessed needs, to meet an agreed personal care plan. This will include the provision of personal care, food, heating, lighting, equipment and laundry.

Fees:

Self-Funded Residents:

Our total fee for providing the Services to the Service User is £[INSERT AMOUNT] [per night / per week]. Your contribution toward the total fee is:

Service User: £ [per night / per week]

Third Party: £[INSERT AMOUNT] [per night / per week] OR STATE ["NOT APPLICABLE"]

Local Authority Funded Residents:

Our total fee for providing the Services to the Service User is £[INSERT AMOUNT] [per night / per week]. Your contribution toward the total fee is:

Service User: £[INSERT AMOUNT] [per night / per week] (or such other amount as the Local Authority may specify from time to time) OR [the amount you agree to pay under your agreement with the Local Authority] payable to [us] OR [the Local Authority]

Third Party: £[INSERT AMOUNT] [per night / per week] (or such other amount as the Third Party may agree with the Local Authority from time to time) OR [the amount you agree to pay under your agreement with the Local Authority] payable to [us] OR [the Local Authority] OR STATE ["NOT APPLICABLE"]

CCG Funded Residents:

Our fee for providing the Services to the Service User is £[INSERT AMOUNT] [per night / per week]. This fee will be met by the CCG and therefore you are not required to make a contribution toward our fee OR (for Bethany only) Your contribution toward the total fee is £[INSERT AMOUNT].

Signed by [INSERT NAME] on behalf of
PILGRIMS' FRIEND SOCIETY

Sign:

Print Name:

Manager

Date: _____

Signed by [INSERT SERVICE USER'S FULL
NAME]

Sign:

Print Name:

Service User

Date: _____

OR

Signed by [INSERT FULL NAME OF
ATTORNEY/DEPUTY] as [attorney] or
[deputy] for [INSERT SERVICE USER'S
FULL NAME] under a [power of attorney] or
[order by the Court of Protection] dated
[INSERT DATE]

Sign:

Print Name:

[Attorney] or [Deputy] for [INSERT SERVICE
USER'S FULL NAME]

Date: _____

Signed by [INSERT THIRD PARTY'S FULL
NAME]

Sign:

Print Name:

Third Party

Date: _____

Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- 1.1.1 **Care Plan:** the plan setting out the requirements for the Service User's care;
- 1.1.2 **Contract:** the contract between you and us under which we agree to provide the Services to the Service User and comprising of the Specification and these Terms;
- 1.1.3 **Fees:** the fees payable by the Service User and any Third Party for the Services as set out in the Specification;
- 1.1.4 **Home, Services Start Date, Termination Date, Service User, Third Party:** as defined in the Specification;
- 1.1.5 **Local Authority:** the Local Authority (if any) funding the Services;
- 1.1.6 **Clinical Commissioning Group (CCG):** the Clinical Commissioning Group (if any) funding the Services;
- 1.1.7 **Room:** the room in the Home occupied by the Service User;
- 1.1.8 **Services:** the Services to be provided by us to the Service User as set out in the Specification;
- 1.1.9 **Specification:** the services specification attached to these Terms;
- 1.1.10 **Terms:** the terms and conditions set out in this document;
- 1.1.11 **We/Our/Us:** the company set out in the Specification; and
- 1.1.12 **You/Your:** the Service User and any Third Party.

1.2 In these Terms, references to any gender shall include all other genders.

2 OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which we will supply the Services to the Service User.

2.2 The Contract between you and us shall come into existence when you sign the Specification or on the Services Start Date (whichever is sooner).

3 CHANGES TO TERMS

3.1 We may revise these Terms from time to time to reflect changes in applicable laws and regulations. We will give you as much advance notice of the change as is reasonably possible.

4 PROVIDING SERVICES

4.1 We will provide the Services to the Service User at the Home in accordance with these Terms from the Services Start Date to the date the Contract is terminated.

4.2 We will ensure that the Services the Service User receives:

- 4.2.1 are suitable for the Service User's needs;
- 4.2.2 conform in all material respects with their description;
- 4.2.3 are delivered in accordance with the Service User's Care Plan;
- 4.2.4 are carried out with reasonable skill and care;
- 4.2.5 comply with all applicable laws and regulations.

5 SERVICE USER'S OBLIGATIONS

5.1 The Service User must:

- 5.1.1 promptly provide us with all information which we reasonably request in connection with the Services;
- 5.1.2 promptly provide us with all consents, and complete all consent forms, which we reasonably require to deliver the Services;
- 5.1.3 conduct himself quietly and with consideration for other residents of the Home and their guests;
- 5.1.4 observe the Lord's Day respectfully;
- 5.1.5 not smoke anywhere in the Home or on the Home's grounds;
- 5.1.6 not bring pets into the Home.

5.2 We will not be responsible for any delay or failure in providing the Services as a result of the Service User failing to provide us with any information or consents we ask for in accordance with clauses 5.1.1 or 5.1.2 or the Service User providing us with any incomplete or incorrect information.

6 SAFEKEEPING FACILITIES, PERSONAL POSSESSIONS AND EQUIPMENT

6.1 The Service User's Room will contain a lockable drawer where the Service User may keep his valuables.

6.2 Safekeeping facilities where the Service User's personal expenses allowance can be kept will be made available to the Service User at the Service User's request. However, the Service User may not keep more than £100.00 cash in the safekeeping facilities.

6.3 The Service User is responsible for the safe keeping of all the Service User's money, valuables and possessions which are brought into or kept at the Home. However, we accept responsibility for:

- 6.3.1 the safe keeping of the Service User's personal expenses allowance kept in our safekeeping facilities under clause 6.2.
- 6.3.2 any damage or theft by our staff;
- 6.3.3 any damage or loss caused by our negligence.
- 6.4 We reserve the right to:
 - 6.4.1 inspect and test all items and equipment (including without limitation electrical items and equipment) in the Service User's Room upon request;
 - 6.4.2 remove from the Service User's Room any items or equipment which we deem to be unsafe. Any such items or equipment will be given to the Service User's representative for safe keeping.

7 VISITORS

- 7.1 The Service User must make sure that visitors only visit the Home during the Home's visiting hours. We will make the Service User aware of visiting hours.

8 EXTRAS

- 8.1 If the Service User requests certain items or additional services, the Service User must pay for them separately as they are not covered by the Fees. Examples include: chiropody, hairdressing, new clothes, newspapers, certain toiletries, telephone calls, luxury items, certain items of a personal nature, transport and/or an escort to and from appointments (for example, hospital appointments), and room clearance services (**Extras**).
- 8.2 If the Service User requests any Extras from us, we will let the Service User know the cost up front. However, if the Service User requests any Extras from a third party, it is the Service User's responsibility to find out what the costs are.
- 8.3 If the supply of any Extras would involve a third party coming into the Home, the Service User must ask for our consent before ordering the Extras. We reserve the right to refuse our consent if, in our reasonable opinion, the third party coming into the Home is likely to disrupt other residents or their guests or represents any type of security risk. We also reserve the right, without liability to the Service User, to refuse entry to the Home to any such third party unless we have consented to them coming into the Home.
- 8.4 Subject to clause 8.5, we are not responsible for any Extras provided by third parties. We shall have no liability to the Service User if those Extras are defective in any way.
- 8.5 Clause 8.4 does not apply to any Extras which the Service User pays us for. We accept full responsibility for all such Extras, subject to clause 13.

9 THE SERVICE USER'S ROOM AND ROOM CHANGES

- 9.1 We reserve the right to access the Service User's Room upon reasonable notice.
- 9.2 We may require the Service User to move to another room. In those circumstances, we will give the Service User reasonable notice of the change and will explain the reason for the change.

10 IF THERE IS A PROBLEM WITH THE SERVICES

- 10.1 In the unlikely event that there is a problem with the Services, please contact us and tell us as soon as reasonably possible. Please give us a reasonable opportunity to put things right.
- 10.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care or which are otherwise not carried out in accordance with the Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these Terms will affect these legal rights.
- 10.3 We will give you a copy of our complaints procedure. If you have a complaint, please raise it in accordance with our complaints procedure. If you raise a complaint, we will keep it confidential.

11 INSURANCE

- 11.1 We have an insurance policy in place to protect the Service User's possessions. We will give the Service User a summary of our insurance cover.
- 11.2 If the Service User requires additional insurance cover, the Service User must make alternative arrangements at the Service User's own cost.

12 PRICE AND PAYMENT

THIS CLAUSE 12 DOES NOT APPLY IF THE SERVICES ARE FULLY FUNDED BY A CLINICAL COMMISSIONING GROUP.

- 12.1 If the Services are not being funded by the Local Authority/CCG:
- 12.1.1 The home will raise an invoice for the payment of fees which must be settled by cheque ten days before admission to the home.
- 12.2 If the Services are funded by the Local Authority/CCG:
- 12.2.1 You must pay your element of the Fees to us or to the Local Authority/CCG as stated in the specification;
- 12.2.2 If you are required to pay your element of the Fees to us then, the home will raise an invoice for the payment of fees which must be settled by cheque ten days before admission to the home (or as specified by the Local Authority/CCG contract).
- 12.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England 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, whether before or after judgment. You must pay us interest together with any overdue amount. However, if you dispute any payment in good faith and contact us to let us know promptly that you dispute it, this clause 12.12.33 will not apply for the period of the dispute.
- 12.4 If the Services are not funded by the Local Authority/CCG, or if the Services stop being funded by the Local Authority/CCG:

- 12.4.1 we reserve the right to increase the Fees if the Service User's care needs increase and we have to make changes to the Services as a result. Similarly, if the Service User's care needs reduce, we may be able to reduce the Fees. We will give you notice of any change to the Fees prior to admission;
- 12.4.2 we also reserve the right to increase or decrease the Fees in response to changes in our costs. This is done periodically, normally annually to take effect from April 1st. We will give you notice of any change to the Fees prior to admission.
- 12.5 You must pay your element of the Fees in accordance with these Terms for the duration of the Contract, regardless of whether the Service User is at the Home (for example, if the Service User is admitted to hospital).
- 12.6 If the Services are wholly funded by the Service User and any Third Party and the Service User is in receipt of NHS Funded Nursing Care, we will pass any payments which we receive from the NHS for that care to the Service User.

13 OUR LIABILITY TO YOU

13.1 Subject to clause 13.2:

13.1.1 if we fail to comply with these Terms we shall not be responsible for:

- (a) any loss or damage you suffer that is not a foreseeable result of our breach of these Terms. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract;
- (b) any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.1.2 we are not responsible for the Service User or for the Service User's safety or wellbeing outside of the Home if the Service User is not, and is not meant to be, under the supervision of our staff.

13.2 We do not exclude or limit in any way our liability for:

13.2.1 death or personal injury caused by our negligence or breach of any duty we owe you;

13.2.2 fraud or fraudulent misrepresentation;

13.2.3 any other liability which we cannot lawfully limit or exclude.

14 SERVICE USER'S DEATH

14.1 Upon the death of the Service User:

14.1.1 the Service User's Room must be cleared of all of the Service User's possessions within the agreed termination date.

14.1.2 if the Service User's Room is not cleared of all of the Service User's possessions within the timeframe specified in clause 14.1.1, we reserve the right to clear the

Service User's Room and charge the Service User our standard room clearance fee at the then current rate;

14.1.3 if the Services are not funded by the Local Authority/CCG, you must continue to pay your element of the Fees in full in accordance with these Terms until the Service User's Room has been cleared of all of the Service User's possessions. If the Services are funded by the Local Authority/CCG, you must continue to pay your element of the Fees in full in accordance with these Terms for the period stated in your agreement with the Local Authority/CCG;

14.1.4 the Contract shall automatically terminate.

14.2 Upon the death of the Service User, the Service User's personal representatives shall:

14.2.1 ensure that the Service User's Room is cleared in accordance with clause 14.1.1;

14.2.2 ensure that all payments due from the Service User under these Terms are paid in full in accordance with these Terms.

15 TERMINATION AND EFFECTS OF TERMINATION

15.1 The Service User may terminate the contract:

15.1.1 at any time but see clause 15.3.3

15.1.2 at any time with immediate effect by giving us written notice if:

- (a) we break this Contract in any serious way;
- (b) we go into liquidation or a receiver or an administrator is appointed over our assets.

15.2 We may terminate the Contract:

15.2.1 at any time with immediate effect by giving the Service User written notice if:

- (a) we do not receive payment of our Fees on time as required by these Terms;
- (b) the Service User's needs change to a point where the level of care required by the Service User is beyond that which we are reasonably able to arrange or provide;
- (c) the Service User's behaviour is such that it, in our reasonable opinion, prejudices or adversely affects the welfare of our staff, other residents in the Home or their guests; or
- (d) the Service User breaks the Contract in any other serious way and fails to remedy the breach within 5 days of us giving notice of the breach.

15.3 Upon the termination of the Contract under this clause 15.3:

15.3.1 the Service User must leave the Home immediately;

- 15.3.2 the Service User's Room must be cleared of all of the Service User's possessions immediately;
- 15.3.3 if the Services are not funded by the Local Authority/CCG, there will be no refund of fees for the unexpired notice period. If the Services are funded by the Local Authority/CCG, you must continue to pay your element of the Fees in full in accordance with these Terms for the period stated in your agreement with the Local Authority/CCG.

16 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 We will use the personal data (including "sensitive personal data") you provide to us, or which we receive from the Local Authority, the Clinical Commissioning Group or other healthcare agencies or health professionals to provide the Services and process your payment of the Fees.
- 16.2 We will not give your personal data to any third party except:
- 16.2.1 other healthcare agencies or health professionals so far as it is necessary to do so to promote the good care of the Service User;
 - 16.2.2 the Local Authority or the Clinical Commissioning Group so far as it is necessary to do so to deliver the Services or to promote the good care of the Service User;
 - 16.2.3 to enforce our rights under the Contract; or
 - 16.2.4 to a purchaser or potential purchaser of all or part of our business, provided that we ensure that such person is bound by requirements not to use that personal data for any other purpose or purposes.

17 OTHER IMPORTANT TERMS

- 17.1 If any clause in these Terms requires you to give us notice in writing (for example, to terminate the contract), you can send this to us by e-mail, by hand, or by pre-paid post to the address set out in Specification. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the most recent address we have for you.
- 17.2 We may transfer our rights and obligations under these Terms to another organisation. We will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 The Contract is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.