**PRIVATE CARE SERVICE CONTRACT**

 **AGREEMENT between TC care global limited trading as Tc care global limited**  (hereinafter called "The Organisation"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called "The Service User"), relating to the provision of Domiciliary Care Services at the Service User’s home.

1. In all cases the word “visit” will relate to the undertaking of care duties at the Service User’s home, as agreed and specified in the appropriate Service User Care Plan.

1. The Organisation agrees to undertake Service User visits at the following times during a 7-day weekly period:

|  |  |
| --- | --- |
|  **Day** | **AGREED VISIT PLAN** |
| **MORNING** | **LUNCH** |  | **TEA** | **EVENING** |  | **DOMESTIC/****SHOPPING** |
| **MONDAY** |  |  |  |  |  |
| **TUESDAY** |  |  |  |  |  |
| **WEDNESDAY** |  |  |  |  |  |
| **THURSDAY** |  |  |  |  |  |
| **FRIDAY** |  |  |  |  |  |
| **SATURDAY** |  |  |  |  |  |
| **SUNDAY** |  |  |  |  |  |

1. The fee rates for services provided will be as follows:

 3.1 *Day-time Visits (06.00 am to 9 pm):*

3.1.1 Visits of one hour (60 minute) duration: **£ 28.00**

3.1.2 Visits of half hour (30 minute) duration: **£ 15.00**

3.2 *Night-time Visits (10 pm to 8 am):*

 3.2.1 Sleep-in Service: **£ 200.00** per 10 hour shift.

 3.2.2 Stay-awake Service: **£ 280.00** per 10-hour shift

* 1. Bank Holidays and public holidays, including Christmas Eve and New Year’s Eve, will be charged at *double* the rates quoted in 3.1 and 3.2 above.

1. ***Terms & Conditions for Payment of Fees:***

 4.1 Payment of fees for services provided will be the responsibility of the Service User or authorised representative.

 4.2 Fees will be invoiced directly to the Service User on a monthly basis, at the end of the month in which care services have been provided. Payment is required in full within 14 days of the date of the invoice.

* 1. Overdue payments in excess of 30 days will attract an interest charge of 1 % of the total amount due per day thereafter.

1. The Organisation undertakes to provide sufficient staff resources to ensure that the Service User’s needs are met. In this respect:

 5.1 The Organisation will do all it can to ensure compatibility between Care Worker and Service User, an arrangement which sickness or other absences require a replacement Care Worker to undertake the care duties, the Organisation will ensure sickness or other absences require a replacement Care Worker to undertake the care duties, the Organisation will ensure continuity of compatibility as far as possible.

 5.2 The Organisation’s Care Staff will at all times carry with them proper means of identification. This will include Identity Cards or badges, and compliance with the Organisation’s Uniform Policy unless the Service User has specifically requested otherwise.

1. ***Cancellation of Visits:***

6.1 **By the Service User:**

The Service User or his / her authorised representative is required to give a minimum of 48 hours' notice to cancel a visit. Cancellations made in less than 48 hours will attract the usual service charge for the visit.

6.2 **By the Organisation**:

The Organisation reserves the right to suspend or withdraw the Care Service under the following circumstances which will be taken as a breach of contract by the Service User:

* In the event of persistent cancellations of visits, or continual disruptions to the Organisation’s schedules by the Service User without a valid reason.

* Persistent non-payment of fees.

* Where it is judged that the Organisation’s staff are exposed to an unacceptable level of risk. The circumstances under which this may happen will include:

* Abuse, aggression, harassment or actual bodily violence from a Service User or a Service User’s relative / family member.
* Attack by a dangerous pet.
* Working in a home environment infested with pests or vermin.
* Working in a home environment where there is excessive exposure to tobacco smoke.
* Use of social media networking sites by the Service User to disclose confidential or privileged information about the Organisation, its staff and / or services. *This includes using social media sites instead of more private methods, such as telephone, text, or e-mail, to contact their Care Workers.*

* In the event of it being necessary to withdraw the Service, this will be done in accordance with our documented Policy. The Organisation undertakes to inform the Contracting Authority accordingly to enable contingency measures to be put into place to guarantee continuity of care for the Service User.

1. ***Rights and Responsibilities:***

7.1 The Organisation undertakes to provide a programme of care in accordance

with the agreed Care Plan. In this light, our staff will respect at all times the privacy and individual rights of the Service User.

* 1. The Service User allows the Organisation’s designated staff to carry keys to enable them to gain admittance to the Service User’s home. This will be undertaken to a documented security procedure. In this respect, the Organisation accepts the responsibility for safe keeping of the keys and to maintain confidentiality of security alarm codes, where these are divulged to the Organisation.

* 1. There will be an agreed procedure by which the Organisation’s staff may enter and leave the Service User’s home. This will be noted in the Service User’s Plan of Care. The Service User acknowledges that, in the case of perceived emergencies, staff may need to gain direct access to the Service User’s home. In such cases this will be done in accordance with our documented procedures.

* 1. The Organisation undertakes to supply the following materials and / or equipment for use in the Service User’s home:

Personal Protective Equipment (Gloves, Aprons, Shoe covers, Anti-bacterial gel, etc.

 In this respect the Organisation is responsible for all health and safety matters, including the safe storage and working of such materials and / or equipment.

In this respect the Service User is responsible for all health and safety matters including ensuring the safe storage and working of such materials and / or equipment. Staff reserve the right to check and to refuse to use any appliance or item of equipment that is considered unsafe.

* 1. The Organisation carries current and valid insurance for Public Liability and Professional Indemnity for their staff working in Service Users’ homes. These insurances include indemnity for accidental breakage or damage to a Service User’s furniture, fixtures or fittings by a staff member. Notwithstanding, it is the responsibility of the Service User to maintain their own current and valid household insurance for buildings and contents.

1. ***Duties that Care Staff are not authorised to undertake:***

In accordance with our Code of Practice, the Organisation’s Care Staff are not authorised to undertake any duties relating to, or have any involvement with, the activities set out below. In summary staff will not:

* administer medication to the Service User unless specifically qualified / trained to do so.

* become directly involved with medical or nursing care unless specifically qualified / trained to do so.

* handle the Service User’s monies except under strictly documented conditions.

* accept food from the Service User for a meal which the Care Worker would normally provide for themselves.

* undertake any duties other than those specified in the Care Plan, unless express authorization is obtained from the Organisation and as agreed with the Service User.

* smoke or consume alcohol while in the Service User’s home.

* bring other members of their family, e.g. children, or any other unauthorised persons into the Service User’s home. Similarly, the Care Worker will not bring pets into a Service User’s home.

* accept gifts or benefits from a Service User.

* accept any direct payment from the Service User for services rendered, and not become involved in selling any personal goods or services to the Service User.

* make use of the Service User’s property, e.g. telephone, for their personal use.

* carry out their duties in an unoccupied house.

* make use of social media networking sites for the purposes of communicating with the Service User.

1. ***Care Service Reviews:***

The Organisation undertakes to review the Service User’s Care Plan for on-going suitability at yearly intervals, or at such intervals as may be dictated by the response of the Service User to the Care Plan. The over-riding objective is total Service User satisfaction with the Services provided.

1. ***Cancellation of Care Service Contract****:*

This Care Service Contract may be cancelled by either party by giving appropriate notice in writing. A minimum of 2 weeks’ notice of cancellation is required.



**ON BEHALF OF THE ORGANISATION:**

Signature: \_\_\_\_\_H.Potts\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_branch manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ON BEHALF OF THE SERVICE USER:**