## Care & Support Contract.

## People Involved in this Contract

This section asks for the names and addresses of all the people that will be involved in this contract;

* The Provider - is the person providing the care.
* The Customer – is the person who will be paying for the provision of care.
* The Client – is the person who will be receiving the care and support from the Provider, who may or may not be the same person as the Customer.

This is a contract between:

|  |  |
| --- | --- |
| Name: | Address: |

who will be referred to as **‘the Provider’** in this contract.

And

|  |  |
| --- | --- |
| Name: | Address: |

who will be referred to as **‘the Customer’** in this contract.

For care and support activities provided to the below named individual at the address given

|  |  |
| --- | --- |
| Name: | Address: |

who will be referred to as **‘the Client’** in this contract.

## 2. The Length of the Contract

|  |
| --- |
| Date |

This contract will begin on

And be considered terminated when any of the following points are met. Either:

1. The contract is ended for a reason as covered in section 11; or

|  |
| --- |
| Date |

1. *Twelve months* from the above date have passed, this being

## 3. Provider’s Public Liability Insurance details

|  |  |  |  |
| --- | --- | --- | --- |
| The Providers insurance policy is held with | *Name of company* | |  |
| Amount of Cover | *Amount of Cover* | |  |
| A copy of the certificate is attached to this document | | *Yes/no* | |

**4. Payment Arrangements**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| The Provider will be paid for work carried out, in accordance with Appendix 1, under the terms of this contract | | | | | | | |
|  | £ | | per hour, for weekdays (known as the Standard Rate) | | | | |
|  |  | |  | | | |  |
|  | £ | | per hour, for weekends or bank holidays (known as the Premium Rate) | | | | |
|  |  | |  | | | | |
| The Provider will produce an invoice | | | | | *Weekly/monthly* | which must be provided to the Customer | |
|  | |  | |  |  |  | |
| By the | | *(Insert day if weekly, or date if monthly)* | | of the | *Week/month* | after the work has been carried out | |

|  |  |  |
| --- | --- | --- |
| The invoice will be paid by the Customer | | |
| within | *(Insert no. of days)* | of receipt of the invoice |

Any expenses incurred by the Provider will be refunded so far as these are agreed between the Customer and Provider in advance. If the Provider wishes to claim back any other amounts paid out, that are directly as a result of the work agreed in this contract, then they will detail these in the invoice and provide receipts to evidence this spending.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| The Provider will be paid by: |  | Direct payment into the Providers bank account using the following details | | |
| Sort code | |  |  |
|  | |  |  |
| Account number | |  |  |
|  |  |  | | |
|  |  | Cash – The Provider must provide a receipt after payment is made | | |
|  |  |  | | |
|  |  | Cheque – The Provider must provide a receipt after payment is made | | |

The Provider will be solely responsible for the payment of any tax or National Insurance contributions associated with the above payments.

If the contract has ended and there is money still owed for work completed, a final invoice will be posted to the Customer and payment will be made in line with the above arrangements.

**Failure to make prompt payments may put the continuation of support at risk**

## 5. Provider’s Responsibilities and Commitments

The Provider will:

* Treat the Customer and Client with respect, courtesy, fairly and without discrimination.
* Recognise that the wishes of the Client are paramount in the provision of the tasks outlined in Appendix 1.
* Ensure that there is clear and regular communication between themselves and the Customer with regards to the services requested and provided to the Client.
* Work with the Customer and Client to create and agree a plan of support that will identify the Outcomes the Client wishes to achieve, and will work with the Client to achieve these. These will be recorded in Appendix 1 and attached to this document. These will be reviewed on a regular basis to ensure that the Outcomes still reflect the desires of the Client.
* If, as a result of this review, it becomes clear that the Client’s Outcomes have changed, a new Appendix 1 will be agreed, signed and dated by both Customer and Provider.
* Work with the Customer and Client to identify the major risks to all parties, or any third party, that could affect the provision of the services agreed. The Provider will work with the Client to reduce these risks.
* Work with the Customer and Client to identify and address any Health and Safety concerns within the work place.
* Use their best efforts to carry out the agreed tasks listed in Appendix 1.
* Use reasonable efforts to work with anyone the Customer or Client has chosen to advocate on the Client’s behalf. This might be a family member, friend or somebody in an existing circle of support.
* Use reasonable efforts to work with any other organisations or individuals e.g. Doctors etc. that are also involved in the care and support of the Client.
* Provide invoices and receipts in a timely manner, in accordance with section 4 above.
* Respect the confidentiality of the Client and Customer in all contact with other organisations and individuals, and outside of the provision of the services agreed, in accordance with section 7.

## 6. Customer’s Responsibilities and Commitments

The Customer will:

* Treat, and ensure the Client treats, the Provider with respect and courtesy and not harass or threaten them.
* Ensure that there is clear and regular communication between themselves and the Provider with regards to the services requested and provided to the client.
* Pay the agreed amounts as outlined above in a timely manner in line with section 4.
* Ensure access is provided in a timely manner for the Provider to work with the Client. If the Provider is prevented from carrying out the tasks listed in Appendix 1 by the actions of the Customer or Client, they may still charge as if those services had been provided.
* Inform the Provider if for some reason the Client is unable to receive the service as agreed due to illness, appointments or not being available for any other particular reason as soon as possible.
* Work with the Provider to identify and address any Health and Safety concerns within the work place.
* Treat the details of this contract as confidential and not disclose these to third parties or other organisations without the agreement of the Provider as outlined in section 7, below.

## 7. Confidentiality

All parties to this contract; Provider, Customer and Client, have the right to have confidential information held by the other parties protected from unauthorised disclosure.

Where there is an identified risk to either Provider, Customer, Client, or others, then the Provider may be obliged to share this information with third parties in accordance with:

|  |  |  |
| --- | --- | --- |
| The Provider’s Protection from Abuse Policy |  | (Tick if appropriate) |
|  |  |  |
| The relevant Local Authority’s Protection from Abuse Policy |  | (Tick if appropriate) |

This may not be the case should disclosure be necessary in accordance with the Data Protection Act 1998. Customers and Clients have the right to access information held by the Provider except in circumstances specified in the Data Protection Act 1998.

## 8. Inability to Provide Services

If the Provider is not able to provide the hours agreed under this contract, in accordance with Appendix 1, for whatever reason i.e. holiday, sickness or injury, they will notify the Customer in advance - where possible - of both the first day of absence and its expected length.

Where the absence relates to leave or a holiday by the Provider, they must give adequate notice so that the Customer can arrange alternate care arrangements for the Client. The following table gives the relevant notice periods for taking time off:

|  |  |
| --- | --- |
| **Amount of time to be taken** | **Notice period required** |
| *1 day* | *1 calendar week* |
| *Up to 1 week* | *2 calendar weeks* |
| *1 week Plus* | *4 calendar weeks* |

If the Provider is unable to work on an already agreed work day due to illness or injury, they will notify the Customer and Client as soon as possible and no later than the agreed start time of the working day in question. They will notify the Customer in advance - where possible - of both the first day of absence and its expected length

If the Customer and Provider do not agree that a holiday/leave can be taken then it may be that this contract will be ended by mutual consent. See section 12.

**The Provider will not be paid for hours not worked due to injury, illness or requested holiday/leave.**

## 9. Lateness

If the Provider believes they are going to arrive 10 minutes after the agreed start time, they must contact the Customer as soon as possible.

Continual lateness may mean that the contract can be cancelled by the Customer.

## 10. Status of the Provider

The Provider is a self-employed contractor and nothing in this contract will make them an employee, worker, agent or partner of the Customer or Client. This contract is for the provision of care and support services from the Provider to the Client, and does not create a contract of employment.

The Provider may provide care or other services to other individuals or organisations. The Provider may contract somebody else to provide the services on their behalf providing they are suitably qualified and able.

## 11. How to End this Contract

This contract will end if:

1. The total number of hours agreed for care or support, as entered in Appendix 1, has been delivered and it is agreed that there is no further care required.
2. The Client dies.
3. The contract has run for 12 months from the date it began (see section 2).
4. One of the following reasons:
   * The Customer or Client and the Provider agree that all the support that can be provided has been provided and payment for this has been received.
   * There is a mutual, written agreement that this contract should end.

|  |  |  |
| --- | --- | --- |
| A notice period of | *4 weeks* | will be given if the contract is to end in this way |

1. Should any of the following occur either the Customer or Provider, may issue a written warning to the other outlining any problem and also indicate how they believe this can be addressed.

|  |  |  |  |
| --- | --- | --- | --- |
| If more than | *2 written warnings* | are issued in any | *rolling three month period* |

then either the Provider or Customer may end this agreement by giving notice to end it in writing.

|  |  |  |
| --- | --- | --- |
| A notice period of | *4 weeks* | will be given if the contract is to end in this way |

Reasons that warning letters may be issued:

* + The Customer or Client regularly prevents the Provider from providing the services outlined in Appendix 1. The Provider may charge as if the services were provided.
  + The Customer does not make a payment in accordance with section 4 above.
  + The Client or Customer act in a violent or abusive manner towards the Provider.
  + The Provider acts in a violent or abusive manner towards the Client or Customer.
  + The Provider is consistently late to provide services.
  + The Provider has taken holiday or leave without providing adequate notice to the Customer or Client
  + The Provider does not provide the tasks outlined in Appendix 1 to a satisfactory level of quality.
  + Either the Provider or the Customer fails to act in accordance with their responsibilities and commitments as outlined in the relevant sections (5 and 6) above.

## 12. Signatures and Agreement

By signing this contract the Provider confirms that the Provider will be solely responsible for the payment of any tax or National Insurance contributions associated with this contract and any payments made. Additionally they confirm that they are acting in the capacity of a self-employed individual and not an employee.

By signing this agreement, the Provider and Customer confirm that they have read and understood the provisions of the contract and have sought their own legal advice on it. As such, they release The UK Support Worker Association Limited, from any liability whatsoever that may arise from the use of this document.

## Agreement

*I hereby confirm that I have read, understood and accept the terms of this Contract and I undertake to observe the terms and conditions contained herein.*

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by Provider |  | Signed by Customer |  |
|  |  |  |  |
| Print Name |  | Print Name |  |
|  |  |  |  |
| Date |  | Date |  |

The table below is an agreement between all those involved in the contract (potentially Provider, Customer and Client) about what care or support is required and what the Provider will do. The columns should be filled in with as much detail as felt necessary.

**However the last box – relating to the total hours per day/week/month – must be completed as this will form part of the payment conditions for this contract.**

| **Outcome –**  This is what the Client wants to achieve and should be taken from the agreed Care and Support Plan. | **Task –**  This is the work the Provider will carry out to enable the outcome listed to be achieved. | **Time** per week –  This indicates how long the Provider will spend on the Tasks and Outcomes listed, per week. |
| --- | --- | --- |
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| **Outcome –**  This is what the Client wants to achieve and should be taken from the agreed Care and Support Plan. | **Task –**  This is the work the Provider will carry out to enable the outcome listed can be achieved. | **Time** per week –  This indicates how long the Provider will spend on the Tasks and Outcomes listed, per week. |
| --- | --- | --- |
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|  |  |  |
|  |  |  |
|  |  |  |
| Total time per week | |  |

The above is used to calculate the number of hours each week. The Provider will be paid based on the total hours as indicated on their timesheet.

## Agreement

*I hereby confirm that I have read, understood and accept the above.*

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by Provider |  | Signed by Customer |  |
|  |  |  |  |
| Print Name |  | Print Name |  |
|  |  |  |  |
| Date |  | Date |  |