

HAWKHURST HOUSE LIMITED

Agreement for the Provision of Care Services

ABOUT HAWKHURST HOUSE LIMITED

Hawkhurst House Limited is registered with the Care Quality Commission as a Domiciliary Care Agency to provide personal and nursing care services to residents of Hawkhurst House, Cranbrook Road, Hawkhurst, Cranbrook, Kent, TN18 5EF.

In this Agreement, Hawkhurst House Limited is referred to as the “agency”, “we”, “us” or “our”.

ABOUT THIS DOCUMENT

This document sets out our general terms and conditions that will apply if you decide to accept the provision of personal care and nursing care services from us. This Agreement may be amended from time to time to reflect changing circumstances and operational requirements affecting our business. You will be given at least one week’s notice of any changes to the terms of this Agreement and the amended terms and conditions will then apply.

1. OUR CHARGES

1.1 Method and Timing of Payment

We will agree a flat weekly fee with you in advance, based on your choice of the following services and your individual needs:

- a) Personal Care Services as per 2(a) and 2(b) below
- b) Nursing Care Services as per 2(c) below
- c) Food and Drinks (except alcoholic beverages)

The total amount will be payable by Direct Debit monthly in advance.

1.2 Increase in Charges

Periodic review: The amount of the fee will be reviewed by us on the 1st of April every year. You will be given at least one week’s notice of any increase in the fee, which will apply from the end of the notice period.

Other increases: The flat weekly fee agreed with you at the date of commencement of this Agreement is subject to a “fair usage policy”. This means that the weekly fee may increase if the resident uses more than 3½ hours of care staff time per day on an on-going basis, either as a result of the resident’s personal wishes or care needs.

1.3 Charges during periods of temporary absence from your home

The full fee applies during the 14 days of any temporary absence (for example due to holiday, visiting relatives/friends or hospitalisation). If the temporary absence exceeds 14 days, no fee will be charged until you have returned and home care is resumed.

2. CARE SERVICES PROVIDED

- a) Personal care services within the Care Suite available 24 hours per day as and when required, covering:
 - (1) Response to calls on the staff call system.

- (2) Care relating to personal hygiene and toileting.
 - (3) Assistance with feeding, eating and drinking.
 - (4) Promotion of continence and management of incontinence.
 - (5) Assistance with mobility and transfers, including help with getting up and going to bed.
 - (6) Promotion of independence and social functioning.
- b) Personal care services within the communal areas available 8.00am to 8.00pm seven days a week as and when required, covering:
- (1) Response to calls on the staff call system.
 - (2) Care relating to personal hygiene and toileting.
 - (3) Assistance with feeding, eating and drinking.
 - (4) Promotion of continence and management of incontinence.
 - (5) Assistance with mobility and transfers.
 - (6) Promotion of independence and social functioning.
- c) Nursing care services available 24 hours per day as and when required, covering:
- (1) Administration and monitoring of medication.
 - (2) Dressings.
 - (3) Injections.
 - (4) Feeding requiring nursing skills.
 - (5) Pressure injuries.
 - (6) Specialist incontinence management.
 - (7) Prosthesis management and appliances.

3. CARE PLANNING

- **On-going amendments:** The agency may make changes to the care plan as the need arises on the basis that the resident's representative will receive the latest version every three months.
- **Photographs:** The home is permitted to hold photographs of the resident for identification purposes and care records.
- **Procedure on Death:** This will take full account of the known wishes of the resident and family, as notified at the time of the resident's admission.

4. KEY-HOLDER

By signing this Agreement you authorise the agency's staff to hold keys to your suite for the sole purpose of gaining entry to your suite to enable care staff to deliver your agreed care and support services.

5. ACCESS TO YOUR SUITE

Unless you have cancelled your service, our carer will expect you to be at home when he or she normally provides your "in-suite" care. If you do not open the door, the carer will naturally assume that it is because you are unable to do so and that you need help. In these circumstances, in order to ensure your safety, we will use the key to gain entry to your suite.

6. YOUR ATTENDANCE IN YOUR SUITE

By signing this Agreement you authorise the agency's staff to be in your suite without you or your representative being present, provided that the purpose of this is to deliver your agreed care and support services.

7. OUR CARERS

Our carers are trained to provide the home care and nursing services that we have contracted to provide for you. You will be given the opportunity to state whether you have a preference for a female or male carer. We will always do our best to ensure that your preference is met, however, we cannot guarantee this. This is particularly so in emergency call-out circumstances. Although we will try to ensure continuity of carer, it is inevitable that from time to time a different carer will undertake your visit. This may happen, for example, because your usual carer is on holiday or is unwell.

8. CALLING EMERGENCY SERVICES

By signing this Agreement you authorise the carer attending you to call the emergency services to attend to you whenever the carer considers it necessary to do so, even if at the time you instruct the carer not to do so. If this results in you being charged for the call out or any services provided, these charges will be your responsibility.

9. TEMPORARY CANCELLATION OF YOUR CARE SERVICE

If you wish to cancel your care service on a temporary basis, you must advise us in writing or by telephoning us on 01580 239170, if possible at least 24 hours in advance. The charging structure outlined in clause 1.3 above will apply in this circumstance.

10. PERMANENT CANCELLATION OF YOUR CARE SERVICE

If you wish to cancel your care service on a permanent basis, you can cancel this Agreement in writing at any time. Your charges will end on the date you permanently stop receiving the service.

In the event of death, the charges will end on the date of death.

If we feel that we are no longer able to meet your care needs or if your account is not paid within the terms shown in paragraph 1 above, we can permanently cancel this Agreement by giving you at least one week's written notice.

11. LOSS OF OR DAMAGE TO YOUR PROPERTY AND POSSESSIONS

It is very easy to mislay possessions and occasionally you might break something and forget about it. Sometimes forgetfulness can lead to misunderstandings. For this reason we have a firm rule that WE DO NOT ACCEPT LIABILITY or responsibility for any breakages or mislaid possessions unless there is undisputed evidence that this was caused through the fault of our carer.

12. INSURANCE

Although we have both employer's liability and public liability insurance cover, these do not cover your personal possessions or any obligations you may have to third parties.

13. COMPLAINTS PROCEDURE

Our reputation depends on our consistent provision of high quality care. But, despite our best efforts, sometimes things go wrong. We want to know quickly if you, your family or your representatives are dissatisfied with any aspect of the home care and nursing services we provide for you. We have a complaints procedure which should be followed to make a complaint. A copy of the procedure has been given to you with this Agreement.

14. DATA PROTECTION

In order to provide home care and nursing services for you we need to hold certain records about you. Your (or your attorney’s) signature on this Agreement constitutes your express consent for us to hold this information and use it for the purpose of providing the care services for you. You have the right under the Data Protection Act to ask to see a record of the information we hold about you. We will comply with our obligations under the Act to respond to your request within the prescribed period.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between Graham Care Limited and you, your attorney or any person personally contracting with us on your behalf.

16. IMPORTANT INFORMATION FOR CLIENT’S REPRESENTATIVE

If you are the representative of the client and sign this Agreement on the client’s behalf, the terms and conditions in this Agreement will apply to you in the same way as they apply to the client. You will be personally bound by these terms and conditions unless you have signed this Agreement in the capacity of:

- The client’s validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- The client’s validly appointed receiver.

If you are the client’s validly appointed attorney or receiver at the time of signing this Agreement it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the client’s attorney or receiver ceases to be valid, you will immediately become personally responsible for the client’s obligations under these terms and conditions.”

Declaration by Client’s Representative (if applicable)	
I confirm that I have read and understand paragraph 16 of the Agreement.	
Signature	_____ (Client’s Representative)
Witness	Signature: _____ Name (Print): Address:

EXECUTED as a **DEED** by Hawkhurst House Limited on (date) _____

Acting by its:

Manager

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SIGNED as a **DEED** on behalf of the client on (date) _____

Property	Suite XX		
Commencement Date	_____		
Client's Name	Mrs For Example		
Services available	Fee per Week	To be provided?	
• Food & Drink (excluding alcoholic beverages)	£43.00	Yes	
• Personal Care	£457.16	Yes	
• Nursing Care (paid by the NHS directly to the Home)	£165.56	When eligible	
Client's, or their representative's signature			
Signatory's Name, Address and Relationship to Client			
Witness	Signature: _____ Name (Print): _____ Address: _____		