

KASTANSTORY HOME CARE SERVICES LIMITED

Petronne House 31 Church Street Dagenham RM10 9UR

Key Terms

Name of Provider	KASTANSTORY HOME CARE SERVICES LIMITED
CQC	Care Quality Commission, the national body which regulates our service. Head Office: Care Quality Commission (CQC) National Correspondence Citygate, Gallowgate Newcastle upon Tyne NE1 4PA Tel: 03000 616161 Fax: 03000 616171.
Services included in your Fees	Care services for the hours agreed in your Care Plan.
Extra Costs	<i>[If there are extra items outside of the fees for which a charge would be made, these should be listed here. For example, travelling expenses].</i>
14 Day Cancellation Period	This only applies if we visit you in your home or somewhere other than our office and you sign the Contract during or immediately after the visit. In these circumstances, you can cancel the Contract for any reason within 14 days of signing this Contract by phone, email, letter or by sending us the Cancellation Notice annexed to the Contract. KASTANSTORY HOME CARE SERVICES LIMITED will refund any fees paid by you to the date of cancellation within 14 days. We will not start the service until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do consent, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.
How you can end the Contract	30 days' notice
How we may end the Contract after the Cancellation Period	14 days' notice or immediately if: • Your behaviour or that of others in your home is so extreme that we need to do so to safeguard our staff • You persistently breach our rules and policies • You repeatedly refuse to accept the support offered by our staff • If the service is closed in an emergency
Insurance	Our public liability insurance in respect of any one claim is £See manager. You are responsible for putting in place suitable buildings and contents insurance for accidental damage to your home or its contents. See Clause 10 for further details.
Changes to the Contract	KASTANSTORY HOME CARE SERVICES LIMITED will provide you with at least Three week weeks' notice of any changes to the Contract. If you do not agree with the changes you may end the Contract by providing us with 30 days' notice and the changes will not take effect until the end of that notice period. You may request changes to the Contract in writing and we will let you know if the change is possible. Please see Clause 14 (Changes to the Contract).
Permanent Engagement Fee	This may apply if you employ KASTANSTORY HOME CARE SERVICES LIMITED staff directly. Please see Clause 13. <i>[delete if not applicable]</i>
Suspension Fee	This may apply if you suspend our service. Please see Clause 3.4. <i>[delete if not applicable]</i>

Our Terms**1. Fees and Extra Costs**

1. Our Fees are payable by the person or Local Authority named in section 6 of this Contract.
2. The cost of certain items are not covered by the weekly Fees. These are listed in the Key Terms under "Extra Costs". You will be responsible for payment of these and we will invoice you on a monthly basis.

If You Or Your Representative Pay The Fees:

3. Fees will be invoiced on a monthly basis on the every 7th day of the month. Extra Costs will be invoiced at the same time and be clearly identified on the invoice.
4. You agree to pay our Fees and Extra Costs within days of the date of invoice. Payment should be made by bank transfer or other arrangement as agreed with us.
5. If you do not pay our Fees on the due date:
 - a. KASTANSTORY HOME CARE SERVICES LIMITED will notify you
 - b. KASTANSTORY HOME CARE SERVICES LIMITED may charge interest on Fees which are in arrears at a rate of This would depend on the financial economy at the time of providing the service over the base rate of Virgin money bank calculated on a daily basis from the due date up to the date of actual payment **OR** we may charge an administration fee of £This would depend on the financial economy at the time of providing the service per day for each payment that is missed *[Use either interest rate or late payment fee as applicable. Late payment fee should be a genuine estimate of the administration cost to the service of chasing unpaid debt]*
 - c. KASTANSTORY HOME CARE SERVICES LIMITED may suspend the service without liability to you until the Fees are paid in full
 - d. KASTANSTORY HOME CARE SERVICES LIMITED may charge for all reasonable professional and third party costs directly incurred in recovering outstanding Fees. These may include legal costs and those of a debt recovery agency we instruct to chase unpaid Fees
 - e. KASTANSTORY HOME CARE SERVICES LIMITED may end the Contract. Please see Clause 4.1
6. **If you think an invoice is incorrect**, please let us know as quickly as possible. We will not charge interest or the administration fee (as applicable) on late Fees until we have resolved the issue (please see Clause 12). KASTANSTORY HOME CARE SERVICES LIMITED will provide a statement of your account and receipt for any monies paid on request.
7. If you are in receipt of direct payments, you must inform us immediately if there is any change to:
 - a. The amount you receive which may impact on your ability to pay the Fees
 - b. The identity of the person appointed to receive and manage your direct payments (if applicable)
8. If you pay the Fees privately and start to run out of funds, or your care needs change to the extent that you may become eligible for funding, you should make an application for funding as soon as possible. Please let us know that you have done so. Assessments can take several months to complete and where you are applying for funding for the first time, we advise you to apply in good time.
9. The Deposit protects us against non-payment of Fees. Within 28 days of the end of the Contract we will provide you with a statement of account. If there are any outstanding Fees or costs, we will provide supporting evidence of this with the statement. We reserve the right to deduct the amount due from the Deposit and will return any balance to you within 28 days. If you do not agree with the statement of account, we would ask you to raise this with us in accordance with Clause 12.

If Your Fees Are Paid in Full or Part By a Local Authority:

10. If you are eligible for local authority funding and do not receive direct payments, we will have a separate contract with the local authority paying for the service. If any of the terms of that contract conflict with any term of this Contract, the terms of the contract with the local authority will apply.
11. If a local authority decides that you are no longer eligible for funding or there is a shortfall between the amount the local authority pays and your Fees, then you will need to pay the Fees (or shortfall) yourself if you want to continue the service.

2. Changes to Fees

1. When the service user demands and care needs change .Economical changes

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2. In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (for example new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by Clause 2.1 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.
3. KASTANSTORY HOME CARE SERVICES LIMITED may increase or decrease the Fees at other times where there is a significant change in your care needs, as assessed by health professionals resulting in us incurring either additional or reduced costs. We will consult with you and your representatives before implementing a change and you will be entitled to see details of the assessments we have received as part of this process.
4. If Clause 2.3 applies, KASTANSTORY HOME CARE SERVICES LIMITED will usually give you Three week days' written notice before the change takes effect unless your needs have increased significantly and unexpectedly. If, as part of the consultation, an issue is raised over your assessment, we will suspend our notice period until the dispute is resolved. If your needs change very quickly and we have to put in additional staff or hours at short notice, we will try to provide at least 7 days written notice of any change. If this happens and you don't want to pay the increased Fees, you may end the Contract without penalty before the increase in Fees takes effect.
5. In addition to Clause 2.3, there may be circumstances where not providing additional care hours immediately would be harmful to you. KASTANSTORY HOME CARE SERVICES LIMITED will give you immediate notice of any Fees increase the additional care will entail. If you do not want to pay the increased Fees you may end the Contract immediately without penalty.
6. In the circumstances set out in Clauses 2.4 and 2.5, if there is a dispute and you choose to continue the service whilst it is resolved, then provided our decision is supported by an independent assessment, we may backdate our Fees to the date on which you began to receive additional care.

3. How Can You End the Contract?

3.1. Cancelling the Contract Within 14 Days of Signing:

This clause only applies if we visit you in your home or somewhere other than our office and you sign the Contract during or immediately after the visit.

In these circumstances, you can cancel the Contract at any time (and for any reason) within 14 days of signing this Contract by telling us by phone, email, letter or by sending us the Notice of Right to Cancel Form annexed to the Contract. If you have not started the service during that period, we will refund you all Fees paid to date within 14 days. We will not start the service until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do, and subsequently cancel the Contract during the Cancellation Period, KASTANSTORY HOME CARE SERVICES LIMITED will charge you for all Fees incurred to date.

3.2 How Can You End the Contract After the Cancellation Period:

You may end the Contract by providing us with 30 written notice.

3.3 Cancelling a Visit **[Delete if not applicable]:**

1. If you wish to cancel a visit, please provide us with as much notice as possible. If you provide us with less than hours' notice we may charge for the cancelled visit.
2. If we cannot access your home for a scheduled visit (including where access is provided but our staff do not deem it safe to visit) and you have not given us the notice required under Clause 3.4, KASTANSTORY HOME CARE SERVICES LIMITED may charge for the visit.
3. If you ask your Care Worker to leave early, you will still need to pay for the full duration of the planned visit. This because we need to pay the Care Worker for the full time you have requested. If you regularly find you need to do this, please contact the office to request a change to your Care Plan.

3.4 Suspending the Service **[Delete if not applicable]:**

1. If you wish to suspend the service for a period of time, we ask you, where possible, to provide 7 days' notice in writing. KASTANSTORY HOME CARE SERVICES LIMITED will charge in full for visits scheduled up to the date you wish to suspend the service *and a Suspension Fee for a further period of up to 14 days if you wish us to hold your place **[*delete if not applicable]**. At the end of the 14 days we will ask you whether you want us to continue to hold your place **(in which case we will continue to charge a Suspension Fee, if applicable [delete if not applicable])** or whether you wish to cancel the Contract.

4. How Can KASTANSTORY HOME CARE SERVICES LIMITED End the Contract?

1. KASTANSTORY HOME CARE SERVICES LIMITED may end the Contract in the following circumstances:

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For Any Reason	14 days' notice.
If We Can No Longer Meet Your Needs	If this happens, we will consult with all relevant parties to make alternative arrangements for your support. We will give you 14 days' written notice unless it is unsafe to continue to provide support in which case a shorter notice period will be agreed.
If You Do Not Pay Your Fees	Immediately - If your Fees or any part of them remain unpaid, for a period of 7 weeks weeks from the due date for payment, provided that we have notified you of the missed payment(s) to enable you to clear the arrears.
Your Behaviour/Incompatibility	If, having taken into account the type of care we have agreed to provide, your behaviour (or that of others in your home) is such that we consider the continuation of the service to be detrimental to our staff. Before withdrawing the service, we will make all reasonable efforts to address and manage detrimental behaviour, including giving warnings and consulting with you and your representatives. Where we withdraw the service, we usually will give you 14 notice. If your behaviour (or that of others in your home) is so extreme that immediate action is required to safeguard our staff we will consult with the local authority safeguarding team and may end the service immediately. If you do not agree with our decision you may use the procedure detailed in Clause 12.
Emergency Closure Of Our Service	In the unlikely event that the service has to be closed in an emergency, we will cancel the service immediately.

5. What Happens When the Contract Ends?

1. KASTANSTORY HOME CARE SERVICES LIMITED will provide you with a statement of account. Subject to Clauses 2.2 and 5.2 we will refund any Fees or costs paid in advance for services not provided within within 14 days working days.
2. If the Contract ends due to your fault (for example, non-payment or your behaviour or that of others in your home), we may deduct from any amounts owing to you under Clause 5.1 an amount necessary to compensate us for any loss directly caused by your conduct.

6. What is the Procedure in the Event of Death?

1. In the event of death, the Contract will terminate immediately. Your estate will remain payable for paying any outstanding Fees. We will provide a statement of account in accordance with Clause 5.1

7. Your Care Plan

1. KASTANSTORY HOME CARE SERVICES LIMITED will offer care which reflects your needs and preferences and, in particular:
 - a. We will visit you and your home to assess and discuss your requirements before we commence the service. For this we charge the Assessment Fee
 - b. We will work with you, your family and any appropriate external social or health care professionals to carry out an assessment of your needs and preferences for care and treatment which we will record in a Care Plan
2. You agree to inform us and keep us informed of all information which may be relevant to the Care Plan including, but not limited to, your likes, dislikes, allergies, lifestyle preferences, physical and medical conditions.
3. We will formally review the Care Plan:
 - a. 4 weeks after the Start Date
 - b. On a yearly basis thereafter
 - c. At your reasonable request
 - d. When it is apparent to us that your needs have changed

8. Our Staff

1. KASTANSTORY HOME CARE SERVICES LIMITED will always supply a named Care Worker and will provide

as much notice as possible of their identity. Please note that annual leave, sickness, availability and

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Unforeseen events may require us to supply an alternative. We will try and give you as much notice as possible.

2. KASTANSTORY HOME CARE SERVICES LIMITED will try to ensure that Care Workers arrive at the time agreed but cannot guarantee this due to circumstances outside of their control including travel delays or emergencies with other clients. Where possible, we will give you notice of any significant delays.
3. If your Care Worker does not attend a scheduled visit, or you are not satisfied with the service received, please phone the office immediately and if appropriate, follow our complaints procedure.
4. Our Care Workers are only allowed to carry out the activities and provide the service set out in your Care Plan. If you require our Care Workers to carry out any other activities, please request a review of your Care Plan.
5. If you ask us to assist with other matters outside of the service set out in the agreed plan, for example, attending meetings with other professionals involved in your care, we will charge for our time at our normal rates and agree these with you in advance.
6. You agree to always treat our Care Workers with respect and to ensure that they are not subject to any abusive or discriminatory behavior by you or your family/visitors.

9. Your Home

1. You agree to provide a safe and accessible environment in which our staff can work. This shall include:
 - a. Maintaining a clean home free of risks and hazards
 - b. Maintaining a safe route of access to and from your home
 - c. Ensuring that any equipment provided by you is maintained and serviced in accordance with all relevant safety requirements.
 - d. Informing the office if there are any infectious diseases in your household or of anything in your home which may pose a risk to our Care Workers
 - e. Providing all domestic equipment such as vacuum cleaners, mops, irons, etc.
2. We are required to ensure that your home is safe to use for the provision of the service. We will notify you if we find that your home or equipment is not safe and, where possible, assist you with making any necessary changes at your own cost.
3. An entry plan for your home may be agreed with you and if so, will appear in the Care Plan.
4. Your telephone must not be used by Care Workers except for the following reasons:
 - a. You or they have a medical emergency or require the use of the emergency services.
 - b. They have been given permission by yourself.
5. KASTANSTORY HOME CARE SERVICES LIMITED will not be responsible for payment of your telephone bills.
6. Any supplies and/or equipment to be made available by you and/or by us are set out in the Care Plan. If you are responsible for any fees for supplies or equipment provided by us, these will be set out in Extra Costs.

10. Insurance and Personal Belongings

1. Our current insurance cover for public liability insurance in respect of any one claim is See manager.
2. You agree that you are responsible during the Contract for:
 - a. Putting in place suitable building and contents insurance to cover accidental damage to your home or its contents.
 - b. Where the service includes our Care Worker driving your motor vehicle, insurance for your car including arranging for your Care Worker to be a named driver if necessary.
3. You agree to provide copies of the above insurances on request.

11. Information

1. Please ensure that all information you provide to us is up-to-date and accurate and that you keep us informed of any changes.
2. KASTANSTORY HOME CARE SERVICES LIMITED will collect and process personal data and sensitive data (also known as special categories of personal data) relating to you in accordance with our privacy policy, a copy of which will be provided to you on admission.
3. KASTANSTORY HOME CARE SERVICES LIMITED are committed to complying with the Data Protection Act and UK GDPR, which is defined as, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

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12. Resolving Issues and Our Complaints Procedure

1. We will ensure that we provide our service to you with reasonable care and skill and maintain a standard of care as required by law. We will not exclude or limit our liability to you where we fail to meet these standards (including where our negligence results in death or personal injury or loss or damage to your belongings).
2. We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example fire, extreme weather conditions, terrorist activity or outbreak of an infectious disease. In such circumstances, we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.
3. We are always pleased to hear from you if you have comments or feedback about the service. If you do feel that something is not as you would like it to be or you think we have made a decision which is unfair, please refer to our complaints procedure which is in the information pack provided to you.

13. Permanent Engagement of Staff

1. Save as provided for in Clause 13.4, if you directly engage a Care Worker you can either:
 - (a) Continue to have the Care Worker supplied on the same terms provided for in this agreement for an extended period of 6 months from the date we receive notice of your intention to directly engage the Care Worker, following which the Care Worker will be able to transfer to you without the payment of any fee, or
 - (b) Pay us a Permanent Engagement Fee as set out in the Fee Schedule
2. For the avoidance of doubt, the Permanent Engagement Fee will only be payable where the engagement occurs within 14 weeks of the date the Care Worker first provided services or within 8 weeks of the date the Care Worker last provided services.
3. If you engage a Care Worker directly, you may become responsible for paying employers' national insurance contributions and maintaining employers' liability insurance in respect of the Care Worker.
4. Your obligation under Clause 13.1 above will not arise where the engagement of a Care Worker follows a transfer under the Transfer of Undertakings (Protection and Employment) Regulations 2006.

14. Changes to the Contract

1. If we need to make any changes to this Contract, for example due to changes in how we operate the service or changes to new legislation or government policy, we will provide you with at least Three week weeks' written notice. Any change will take effect on the date notified.
2. If you do not agree to the changes you may end the Contract by providing 30 days' written notice. The change will not come into effect during that period.
3. If you would like to make any changes to this Contract, please let us know. We will let you know if this is possible and agree any amendments to the Contract as a result.

15. Legal Status of the Contract

1. If you have not signed this Contract but have started the service, provided you were made aware of the terms of the Contract in good time before your Start Date you will be deemed to have accepted it.
2. This Contract is subject to the laws of England and Wales. Any dispute under it will be dealt with in the courts of England.
3. The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its terms.
4. KASTANSTORY HOME CARE SERVICES LIMITED may transfer this Contract to another organisation. We will consult with you in advance if we plan to do this. If you are unhappy with this, you may end the Contract in accordance with Clause 3.
5. If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.

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Annex 1 - Notice of the Right to Cancel

- You have a right to cancel this Contract without giving any reason at any time within the period of 14 days starting from the date you sign this Contract
- This right can be exercised by telling us by phone, email, letter or by delivering the Cancellation Form below to KASTANSTORY HOME CARE SERVICES LIMITED at any time within the period of 14 days starting from the date you sign this Contract
- If you asked us to start the service during the 14 day period, you agree to pay us for the period up to the date you sent us notice asking us to cancel the Contract
- If you have already made payment to us, we will reimburse you, less any amounts payable for the service provided
- We will make this reimbursement within 14 days' from the date you tell us you want to cancel. You will not incur any fees as a result of the reimbursement
- To meet the deadline, it is sufficient for you to send your communication asking to cancel the Contract before the 14 day period has ended
- You can still cancel this Contract at any other time by giving the required notice as set out in Clause 3

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CANCELLATION NOTICE

If you wish to cancel this Contract you may use this form but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT)

To: KASTANSTORY HOME CARE SERVICES LIMITED, 99 Grosvenor Road
Dagenham
RM8 1NJ

I give notice that I wish to cancel my contract dated [] with KASTANSTORY HOME CARE SERVICES LIMITED
reference number [].

Signed:

Name:

Address:

Date:

Please sign below if you agree to us providing the service within the 14 day period you have to cancel this Contract.

Delete as appropriate:

I do/do not agree to the provision of any services within the period of 14 days starting with the date this Contract was signed.

Signature:	
Print Name:	
Date:	___ / ___ / ___