

# Balkerne Gardens Trust

## Terms and Conditions

### Agreement to provide Care at Home Service

#### Terms

These are the arrangements that will be agreed with you, or your representative, for Balkerne Gardens Trust to provide you with a Care at Home service. You may want to take the advice of your family, a friend or legal advisor before you sign any agreement. The organisation's registered address is: Balkerne Gardens Trust, Parsley House, Balkerne Gardens, Colchester CO1 1PR and the address of the Care at Home service is 65 Crouch St, Colchester, CO3 3EY.

Where the term 'customer' is used throughout this agreement it refers to the 'customer or their nominated representative'.

#### Agreeing your service

We will discuss your requirements with you and agree what type of care you need or want and when you would like it. We will write this down on a care plan and give you a copy along with a service user guide. We will keep in touch with you to check that our service continues to meet your needs. If you require any changes we will try and agree these with you. Please be aware that care workers should only provide a service for you through the Care at Home office and you must not enter into private arrangements with them.

#### Booking your service

We will provide your service on the days we have agreed with you. If you need to make a change, you must do this through the Care at Home office. The telephone number is 01206 563908 and the email address is CaH@bgtrust.org. Although we will aim to provide you with continuity of care, we may need to change your care worker when the need arises but we will try and ensure this is someone you have already met.

#### Charges

The current Care at Home charge is £25.00 an hour. If a second carer is needed, you will be charged for this at half the full rate. We will send you an invoice at the end of each week or month by post or email (as agreed with you or your representative). Payment is due on receipt of our invoice and the Trust reserves the right to charge for any reasonable costs incurred in obtaining payment if there is a delay in settlement. Our bank details are:

Branch: Barclays Bank plc, High Street, Colchester, CO1 1DD  
Sort code: 20-22-75  
Account no: 70086665      Account name: Balkerne Gardens Trust Ltd

You can pay your Care at Home invoice by bank transfer or by cheque delivered to the office. *Payments must be made by you or your representative and must not be made directly to care workers.* If any changes to the charges are to be made, you or your representative will be informed in writing giving you one month's notice of the change.

It is likely that there will be an annual cost of living increase. Bank holidays are charged at double the standard rate but there is no change in rate at weekends or in the evening. If a carer takes you to, for example, an appointment or out shopping in their own car, you will be charged 45p per mile and this will be added to your invoice.

Where the care service is to be provided for a period of 4 weeks or less, the Trust will require payment in advance for the full service.

In the event of an admission to hospital, a holiday or any other circumstance where the customer wishes to cancel their visits for more than 7 days, they may elect to pay a retainer of 50% to preserve the days and times of their existing visits. If the customer chooses not to take up this option, their wishes will be accommodated as far as possible on their return; however, the service is unable to retain the visits on the system after 7 days unless a retainer is paid.

### **Cancellations**

You must give us at least 24 hours' notice by contacting the Care at Home office if you need to cancel a booking. If you do not contact the office you will be charged for the booking as if it had taken place. If you cannot give us notice due to an emergency (for example you have to be admitted to hospital unexpectedly), we will not charge for the booking.

### **Insurance**

You should seek guidance on appropriate insurance to cover staff and property when the staff are working in your home. This insurance needs to cover personal injury and any loss or damage within your home. If you have any equipment in your home that the care staff will be using, it is your responsibility to ensure the equipment is serviced on a regular basis. In order to comply with Health and Safety at work law, staff may require training to use your equipment. This will be decided with you at your initial assessment and included in your risk assessment.

### **Changes to this agreement**

The only changes to this agreement, which will be valid, are the changes that you have agreed in writing with the manager. We will give you a copy of these changes. In compliance with Health and Safety at Work law, Balcerne Gardens Trust will not allow its staff to be subjected to abusive behaviour of any nature and reserves the right that staff may leave the premises forthwith, therefore terminating this agreement with immediate effect. Should this situation occur an investigation will be carried out by the Care at Home Manager with the outcomes reported to the appropriate persons where required.

### **Ending the agreement**

You can end this agreement by giving us at least one week's notice in writing. We may cancel this requirement if your situation changes because of an emergency. We can end this agreement immediately:

- If you have not paid our invoice after four weeks.
- At the end of one month's notice in writing or
- If we cannot be certain of the safety of our staff while they are working at your home, because of something you do or fail to do.

### **Confidentiality**

The Trust accepts that all information it holds regarding a customer's state of health or personal affairs is held in confidence. No such information will be divulged to any third party without the consent of the customer. Exceptions to this rule include provision of relevant medical or other information, which would form the basis of a normal professional exchange between carers and other personnel involved in the care of the customer (such as their GP or district nurse).

**Limits of liability**

The Trust accepts no liability for the action of all persons in its direct employment save for where such actions relate to the duties of care staff resulting from the course of their employment. The Trust takes all reasonable steps to investigate and verify the standards of skill, care, integrity and reliability of its care staff.

**Indemnities**

The Trust has Public and Employers Liability insurance to indemnify it against costs incurred in respect of proven acts for which the Trust can be held liable in law.

**Supervision**

The Trust will supervise the care staff so as to ensure satisfaction with the standard of work provided. In order for the Trust to successfully supervise its care staff the Trust asks that the customer allows the Trust’s senior staff to attend their home in order to observe that care staff are providing the agreed care to the customer.

The professional references and other information obtained by the Trust in respect of care staff are confidential and can only be divulged to the customer in exceptional circumstances.

**Complaints**

If the customer is not satisfied with the standard of work performed by the care staff, then they should bring this to the attention of the manager or senior carers of the Care at Home service.

Care at Home Manager .....

Date .....

Customer .....

Date .....