

Retirement Living



Contract for the Provision of Support Services

Statement of Terms and Conditions relating to the Supply of Support Services

This Agreement is made on the DAY of MONTH YEAR between:
Registered manager / Team manager

On behalf of:

Jewish Care
Amélie House,
Maurice and Vivienne Wohl Campus
221 Golders Green Road
London
NW11 9DQ
Telephone: 020 8922 2000

Customer Details:

[Name]
[Address 1]
[Address 2]
[Address 3]
[Postcode]
Telephone: [Telephone number]

(Referred to in this contract as “You” or the “Customer”)

Important:

This Agreement sets out the terms under which We will provide support services to You.

You are advised to read all documentation carefully before signing and you may wish to obtain the advice of a close relative, friend or legal adviser before signing.

This Agreement comprises the following documents:

1. Retirement Living Welcome Pack
2. Terms and Conditions
3. Fee Schedule and
4. Care & Support Plan

These documents may be amended from time to time.

Your attention is drawn in particular to the following clauses:

2. Our fees
- 6: Your home as a workplace
11. Insurance and liability
- 12: Withdrawal of the Service
13. Cancellation and termination

Signed on behalf of Jewish Care:

Signed by / on behalf of (delete as appropriate) the Customer:

Where this Agreement is signed on your behalf, the person who signs the Agreement:

- agrees to irrevocably guarantee (by way of primary obligation) that You will perform all the terms of this Agreement;
(in the case of a relative or other third party)
- commits 'You' to performing all the terms of this Agreement
(in the case of a deputy or attorney).

[Insert capacity here]

(Specify capacity e.g. attorney, deputy, relative or other third party)

[Name]

[Address 1]

[Address 2]

[Address 3]

[Postcode]

Telephone: [Telephone number]

Important note to Customers:

If You are in receipt of direct payments, a personal budget, a personal health budget, or self-directed support, the cost of the care services We provide may be more than the funding You receive from your local council or NHS Trust.

In the event that there is any shortfall between the cost of the services We provide and the money You receive from your direct payment, personal budget, personal health budget or self-directed support, it is your responsibility to meet these additional costs

We have no influence over the money You receive from any other body in respect of your care needs.

Terms and Conditions

The following terms are used in this document:

‘Agreement’	means the Agreement between ‘You’ and ‘Us’ set out in the signed Agreement and these Terms and Conditions (as varied from time to time in accordance with these Terms and Conditions).
‘Retirement Living Manager’	means the manager notified to ‘You’ in the Retirement Living Welcome Pack.
‘Care & Support Plan’	means a written description, prepared by ‘Us’, describing the nature and level of Services which You have requested We supply to You, as amended from time to time.
‘Care & Support Worker’	means the person providing the Service on our behalf. (Where more than one person is providing the service for You, “Care & Support Worker” should be read as “Care & Support Workers” in this Agreement).
‘Complaints Procedure’	means the complaints and/or feedback procedure referred to in clause 7.1. and contained in the Retirement Living Welcome Pack.
‘Electronic Monitoring’	the means of recording the time spent by the Care & Support Worker providing the Service.
‘Engagement’	means the direct employment or engagement of a Care & Support Worker by You under any arrangement for the provision of services or the Services and “Engage” shall be construed accordingly.
‘Fees’	means the fees for the Service notified to You initially in the Fee Schedule and as

amended in accordance with these Terms and Conditions from time to time.

‘Fee Schedule’

means the schedule, provided by us, setting out the Fees payable by You / on Your behalf for the Services (as amended in accordance with these Terms and Conditions from time to time).

‘Home’

means Your home address.

‘Personal Data’

Personal data is information that relates to you and where you could be identified by your; name, address, telephone number, email address, personal reference number like an NHS Number and financial information.

‘Sensitive Personal Data’

this term shall have the same meaning as ‘special categories of data’ defined in the Data Protection Act 2018 and General Data Protection Regulation 2016 (“GDPR”), for the processing of personal data revealing; racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation. We will only process your personal sensitive data in relation to providing you with health and social care services only. For any other purpose, we will obtain your explicit consent to do so.

‘Service’ or ‘Services’

the support services to be provided by us to You at Your Home or assistance with activities outside Your home, provided in accordance with this Agreement.

‘Retirement Living

Package' the provision of your accommodation and landlord services, support services; including managing the service, 24-hour staffing of the building, emergency response service and on-site activity programme (excluding fees incurred by Us in relation to specific activities)

'Timesheets' means the documents recording the time spent by the Care & Support Worker providing the Service and signed by You to confirm their accuracy.

'We', 'Us' or 'Our' Jewish Care
Amelie House
Maurice and Vivienne Wohl Campus
221 Golders Green Road
London
NW11 9DQ

'You' the 'Customer' 'You', the person receiving the service from 'Us'

1. Your Support

- 1.1 We will offer support which reflects your needs and preferences and, in particular:
- (a) You agree that We will provide You with 3 hours of support per week as part of your Retirement Living package. The fees for this service are included in your Support Charge and this is detailed in the Fee Schedule.

- (b) You agree that the 3 hours per week of support provided to you as part of your Retirement Living package will be used within each period of one week and no carry over of hours from one week to another will be permitted. In the event that We fail to deliver the 3 hours support scheduled by You, carry over of these hours to the following week will be permitted.
- (c) The support package provided to you will include, but is not limited to, domestic tasks such as cleaning, laundry, ironing and general household duties and / or support to go shopping, attend social outings and / or to accompany you to attend appointments.
- (d) You are able to purchase additional support hours from Us at your request and the fees for this additional service are detailed in the Fee Schedule.
- (e) The support package **will not** include personal care services or administration of medication as defined by the Care Quality Commission and defined by Us as care services. You are free to purchase care services from Us or any other third-party provider. Where purchased by You care services provided by Us will be entered into by way of a separate Care Contract.
- (f) We will visit you and your home to discuss your support requirements before we commence the Service
- (g) We will work with you, your family and any appropriate external professionals to carry out an assessment of your needs and preferences for support, which we will record in a Care and Support Plan;
- (h) We will enable and support you to be involved in decisions about the planning of your support;
- (i) We will design our support services with a view to ensuring your wellbeing;
- (j) We will make reasonable adjustments, where required, to meet your individual needs;

- (k) We will ensure that we have suitable facilities to meet your needs and ensure your safety; and
 - (l) We will assess the risks to your health and safety of receiving support and do all that is reasonably practicable to mitigate such risks.
- 1.2 You will inform us and keep us informed of all information which may be relevant to the Care and Support Plan including, but not limited to, your likes, dislikes, allergies, and lifestyle preferences, physical and medical conditions.
- 1.3 If You are unable to express your preferences due to lack of capacity, We will act in accordance with your best interests when making decisions on your behalf.
- 1.4 We will treat You with dignity and respect, ensure your privacy and allow you as much autonomy, independence and involvement in your support as you wish, subject to the health, safety and welfare of our staff. We will encourage you to manage your own support as much as is practicable.
- 1.6 We will take appropriate steps to prevent you from being abused or subject to improper treatment and We will respond promptly to allegations of abuse. We will deal with complaints in accordance with our Complaints Procedure.
- 1.7 We will provide the Service set out in the Care and Support Plan to You.
- 1.8 We will formally review the Care and Support Plan:
 - (a) 6 weeks after commencement of the Service,
 - (b) formally on a six-monthly basis thereafter;
 - (c) at your reasonable request;
 - (d) when it is apparent to us that your circumstances have changed; and/or
 - (e) at any other time as we consider appropriate or desirable.

- 1.9 We will review the Care and Support Plan with You, your family and, where applicable, any other appropriate professionals. You shall use your best endeavours to participate in the review of the Care and Support Plan.
- 1.10 If your needs change or increase to a level which cannot be met by us, we will tell you without delay, and will endeavour to discuss alternative arrangements, and agree a mutually acceptable solution with You.

2. Our Fees

- 2.1 You will either sign the Care & Support Worker's timesheets on each occasion that the service is provided and/or verify their electronic records, in order to verify their accuracy. If you are unable to sign the Care & Support Worker's timesheets, alternative arrangements will be specified in your Care and Support plan. In the unlikely event that Timesheets are inaccurate you must contact The Retirement Living Manager without delay.
- 2.5 We will invoice You on a monthly basis for the service in accordance with the Fee Schedule. We shall clearly identify on our invoices any other expenses (such as travel expenses) incurred by us in performing the service.
- 2.6 You will pay our Fees in accordance with the Fee Schedule and within 28 days of the date of each invoice.
- 2.7. All fees must be paid by Direct Debit, We do not accept any other form of payment.
- 2.8. We may engage the services of a debt recovery company to collect any overdue fees on our behalf.
- 2.10 We reserve the right, in the event that you have failed to pay the Fees, within 28 days of the date of each invoice, to:-
 - (a) suspend the Service in accordance with clause 12.1 until payment has been made in full; and/or

- (b) charge interest on such sum from the due date at the annual rate of 4% above the base lending rate from time to time of **Barclays Bank PLC** on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay interest immediately on demand.

2.11 We will be entitled to review and increase our fees for the Service on an annual basis on 1st April and at any other interval if:

- (a) there is a change to the Service; and/or
- (b) the cost of providing the Service increases; and/or
- (c) a change is necessary in order to comply with any applicable safety, regulatory or statutory requirements.

2.12 We will give You and / or Your representative at least 4 weeks' notice of any increase in our Fees.

3. Our Staff

3.1 We will exercise reasonable care and skill to meet your individual needs as set out in the Care and Support Plan and to provide suitably trained, sufficiently skilled, experienced and competent Care & Support Workers to provide the Service.

3.2 We will ensure that the Service is provided as close as reasonably possible to the times agreed between us from time to time. In the event that it is necessary for a Care & Support Worker to attend your Home at a different time to that agreed, We will give you as much notice as possible.

3.3 We will endeavour to supply a small team of named Care & Support Workers to supply the service to you. However, annual leave, sickness, availability and unforeseen events may require us to supply an alternative worker. We will endeavour to give you as much advance notice as circumstances allow.

3.4 If a Care & Support Worker fails to attend your home, or you are not satisfied with the standard of the service, you must notify us without delay. This does not affect your right to make a complaint in accordance with Our Complaints Procedure at a later stage.

3.5 Our Care & Support Workers are not permitted to carry out the following tasks:

- (a) heavy lifting of any kind, including lifting or moving You without appropriate equipment or a sufficient number of people to assist;
- (b) household maintenance (including DIY tasks);
- (c) assistance with your finances; unless this is due to an emergency situation arising and has also been temporarily included as part of the Service specified in your Care and Support Plan;

5. Gifts and Payments

5.1 The Care & Support Worker (or any other person employed by us) is not permitted to accept any gifts or tips. Please do not leave any items or money to the Care & Support Worker (or any other person employed by us) in your will.

6. Your Home as a workplace

6.1 You will provide a safe environment and appropriate equipment to allow the Care & Support Worker to carry out the service. This shall include:

- (a) maintaining a generally clean and safe home free of risks and hazards;
- (b) maintaining a safe route of access to and from your home;
- (d) providing all domestic cleaning equipment such as vacuum cleaners, mops, irons etc;
- (e) and informing us of any communicable diseases in the household.

6.2 We are required to ensure that your home and equipment 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.

- 6.3 An entry plan for your home may be agreed with you and if so will appear in the Care and Support Plan.
- 6.4 Your telephone must not be used by Care & Support Workers, they have been provided with a mobile phone to enable them to carry out their work effectively.
- 6.5 Any supplies and / or equipment to be made available by the Customer and / or by Us are set out in the Care and Support Plan. If You are responsible for any fees for supplies or equipment provided by us, these will be set out in the Fee Schedule.

7. Complaints & Service Monitoring

- 7.1 We will operate a feedback procedure by which you, or someone acting on your behalf can make a complaint or suggestion in relation to the Service. This procedure is described in the Retirement Living Welcome Pack and in the **Your View Counts leaflet** provided with this agreement. We will also provide a copy of the procedure to any representative who is acting on your behalf.
- 7.2 Should you have a reasonable cause to complain regarding the Service provided by us, please inform the Retirement Living Service Management Team as soon as possible, using the complaints procedure contained in the **Your View Counts leaflet**.
- 7.3 To monitor the quality of the service we provide, it will be necessary, from time to time, for a member of our staff to observe, supervise, or work with the Care & Support Worker in your home. We will give you as much notice as possible if any person other than the Care & Support Worker is to attend your home and you will use your best endeavours to co-operate with us in respect of this clause; 7.3.
- 7.4 You may be asked to participate in user satisfaction surveys, or to be interviewed in person:
 - (a) as part of our quality assurance procedures; or
 - (b) at the request of the Care Quality Commission.

- 7.5 You are not obliged to reply to satisfaction surveys or interviews. We will always request your consent before we commence any service monitoring in your home.

8. Emergencies

- 8.1. Your home is equipped with an emergency alarm. In the event of an emergency or your Care & Support Worker not attending your home at the agreed time, you can use your alarm system to inform the staff on site. Alternatively, you can inform the office directly in person. Under normal circumstances your support must be scheduled in advance and we **do not** provide 'on demand' support services.

9. Confidentiality

- 9.1 We will respect your privacy and confidentiality, but we may have to disclose confidential information (including Personal Sensitive Data) about you to our Care & Support Workers, if it is in your best interest, is appropriate for the performance of the service or, is required by law. Details of your name, address and payment record may also be submitted to a credit reference agency. If another person or organisation is paying your fees, and / or has agreed to guarantee your obligations under this Agreement, details of their name, address and payment record may also be submitted to a credit reference agency.
- 9.2 You are obligated to keep any personal information about the Care & Support Worker strictly confidential. You will not disclose either directly or indirectly such information to any other person, company or business for any reason, unless such disclosure is required by law, the Care Quality Commission or any relevant statutory public body.

10. Records

- 10.1 We are obligated to ensure that the Care & Support Worker keeps a daily electronic record of the care you receive, any assistance with your medication and any other significant information. Unless specified otherwise in the Care Plan, these records will not be kept at your home address. We are required to keep these records safe and secure and they remain the property of Jewish Care. Under data protection law, you are entitled to request copies of your records at any time.

11. Insurance & liability

- 11.1 Our current insurance cover for public liability insurance in respect of any one claim is 10 million pounds.
- 11.2 We are responsible for loss or damage that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage which is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Agreement.
- 11.3 You will ensure that, at all times during which the Services are being provided:
- (a) You have in place suitable contents insurance to cover accidental damage to your home contents; and
 - (b) where the Services include our Care & Support Worker driving your car, that you have suitable car insurance to cover damage caused by the use of the car by the Care & Support Worker on a comprehensive basis and to include but not limited to passengers, your vehicle and / or third parties or their property.
- 11.4 Nothing in this Agreement limits or excludes Our liability:
- (a) for death or personal injury resulting from our negligence;
 - (b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation; or

- (c) for our failure to comply with any term implied into this contract by the Supply of Goods and Services Act 1982.

12. Withdrawal of the Service

- 12.1 We reserve the right to withdraw a Care & Support Worker and/or to cancel this Agreement with immediate effect in circumstances which make the continued provision of the service untenable. Such circumstances would include (but would not be limited to) failure by you, or someone else at your home to provide a safe environment and/or appropriate equipment for the service, sexual or racial harassment, extreme alcohol consumption, unreasonable behaviour or requests that a Care & Support Worker undertake unreasonable or illegal activities.
- 12.2 Smoking: for the health and safety of our staff We ask You and anyone else present in Your home, to refrain from smoking and ventilate any room that will be used for your care for at least one hour before the agreed time. If you smoke while your Care & Support Worker is with you, they will be obliged to leave your home for the duration of your smoking and shall not be permitted to re-enter Your home until 1 hour after You last smoked, in accordance with our smoke-free workplace policy. Any additional requirements or any variation to this clause will be specified in Your Care and Support Plan.

13. Third Party Rights

- 13.1 No person who is not a party to this Agreement is to have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to benefit from or to enforce any provision of this Agreement and the parties to this Agreement may agree to cancel or vary the whole of any part of this Agreement without being required to seek or obtain the consent of any third party.

14. Events Outside Our Control

- 14.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations for any reason outside of our reasonable control. For example, in some cases the Care & Support Workers may attend at other times than agreed due to emergency situations or disruption due to severe weather (and in which case, we will contact you to confirm alternative arrangements).
- 14.2 You will not be liable or responsible for any failure to perform or delay in performance of any of your obligations for any reason beyond Your reasonable control.

15. Assignment

- 15.1 We may transfer, assign, charge or deal in any other manner with all or any of our rights under this Agreement or may sub-contract any or all of our obligations under it.

16. General

- 16.1 We may vary these terms and conditions in writing by giving You and / or Your representative at least 14 days' notice.
- 16.2 Unless We agree with You otherwise, any notice required to be given to us under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by courier. Any notice required under the Agreement shall not be validly served if sent by other means.
- 16.3 If any provision of this Agreement is found by a court or other competent authority to be invalid or unenforceable that shall not affect the validity of the remainder of this Agreement.
- 16.4 The Agreement, these Terms and Conditions and the Care and Support Plan constitute all the terms and conditions between You and us (subject to the variations allowed for by those Terms and Conditions) and is made to supersede all previous agreements and arrangements relating Your support.

- 16.5 You acknowledge that You have not been induced to enter into this Agreement by any representation or promise that the Agreement does not expressly contain (but this clause shall not exclude any liability for any representation made by us that was made fraudulently)
- 16.6 This Agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 16.7 We are a member of ARCO the Association of Retirement Community Operators and are committed to abiding by their Consumer Code, available at:

<https://www.arco.uk/arco-consumer-code>

Fee Schedule

Support Charges £ per calendar month

Please note that fees are reviewed annually on 1st April.

Hourly Rate for Additional Support Hours £ per hour

Additional Item or Equipment: Any costs incurred by us in the provision of the service e.g. mileage, equipment costs etc.

Data Protection Notice

How Jewish Care Uses Your Personal Information

- 1.1 All personal information that we may use will be; collected, processed, and held in accordance with the provisions of the Data Protection Act 2018 and General Data Protection Regulation 2016 ("GDPR") and your rights under the GDPR.
- 1.2 All personal and sensitive data is processed for the purpose of supplying you with care and support.
- 1.3 The lawful basis for processing your personal data is necessary for the performance of this contract.
- 1.4 We will not share your personal data except where necessary for the performance of this contract, we are legally obliged to do so or, it is in your best interest.
- 1.5 All personal and sensitive personal data will be kept for the duration of the time you receive care and support and for a further six years from the date when this contract ends.
- 1.6 All personal and personal sensitive data will be anonymised if used for research or statistical purposes to prevent you from being identified.

- 1.7 For full details of Jewish Care's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, please refer to our privacy notice included with this Agreement or can be found at: **www.jewishcare.org/privacy-statement**
- 1.8 If you have any concerns with the way your personal data is being used, please contact the Data Protection Officer at: Jewish Care, Amelie House, Maurice & Vivienne Wohl Campus, 221 Golders Green Road, London, NW11 9DQ, Email: **dataprotection@jcare.org** telephone: 020 8922 2304