# November 2018

# Statement of Terms and Conditions relating to the Supply of Care Services

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| This Agreement is made on the |  | day of |  | 20 |  | between |

(1) NORTH LONDON HOMECARE AND SUPPORT LIMITED,

 Suite D, The Business Centre, Faringdon Avenue, Romford, Essex, RM3 8EN

 Telephone: 0208 443 3380

 Email: m.basquil@nlhs.co.uk

(“We”, “Us” or “Our”); and

|  |  |  |
| --- | --- | --- |
| (2) |  | [Service User’s Name]  |
|  |  |  |
|  | of |  | [Service Users’ Address] |
|  |  |  |  |
|  |  |
|  | (“You” or the “Client”) |

|  |
| --- |
| **Important**1. This Agreement, which includes the service user guide (“Service User Guide”), sets out the terms under which we will provide home care services to you. You are advised to read all of the documentation carefully before signing and, if you require, you may wish to obtain the advice of a close relative, friend or legal adviser before signing.
2. This Agreement comprises the following documents:
3. **Service User Guide;**
4. **Terms and Conditions (Including the Notice of Your Right to Cancel;**
5. **Fees Schedule; and**
6. **Care Plan,**

As may be amended from time to time.1. Your attention is drawn in particular to the following clauses:

**2: Our Fees****4: Permanent Engagement of our Staff****6: Your home as a workplace****11: Insurance and Liability****12: Withdrawal of the Service****13: Cancellation and Termination**  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signed on behalf of **North London Homecare and Support Limited.** |
|  |  |  |
| Signed by / on behalf of (delete as appropriate) the **Service User.** |
| 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 third party)
* Commits you to performing all the terms of this agreement (in the case of a deputy or attorney).
 |
|  |  |  |
|  | (Specify capacity e.g. attorney, deputy, relative or other third party) |  |
|  | (Print Name and Address in Full) |  |
|  |
| \* *Where a third party signs under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) a copy of the authority or power should be retained with this Agreement.*  |

|  |
| --- |
| Please sign below to confirm whether you agree to us providing the Service within the 14 day period you have to cancel this Agreement (Please see clause 13.1, 13.2 and the Notice of Your Right to Cancel for further information about the Cancellation Period). I **do / do not** (delete as appropriate) agree to North London Homecare and Support Limited providing any services within the period of fourteen days starting with the date of this Agreement was signed.  |
| **Signed:** |  |  |  |
| **Name:** |  | **Date:** |  |  |
|  |

## Important Note to Service Users

If you are in receipt of direct payments, a personal budget or a personal health budget, 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 or personal health budget, 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).

**‘Cancellation Notice’** means the cancellation notice contained in the Notice of the Right to Cancel set out at the end of these Terms and Conditions.

**‘Care Manager’** means the care manager notified to you in the Service User’s Guide.

**‘Care Plan’** means a written description, prepared by us, describing the nature and level of Services which you have requested we supply to you, amended from time to time.

**‘Careworker’** means the person providing the Service on our behalf. (Where more than one person is providing the service for you, “Careworker” should be read as “Careworkers” in this Agreement).

**‘Days’** means calendar days.

**‘Engagement’** means the direct employment or engagement of a Careworker by you under any arrangement for the provision of services or the Services.

**‘Fees’** means the fees for the Service notified to you initially in the Fee Schedule (or otherwise in accordance with these Terms and Conditions) 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.

**‘Service’** the managed homecare services to be provided by us to you at your Home (or if your Care Plan includes it) assistance with activities outside your home, provided in accordance with this Agreement.

 **‘Statutory Regulator’** Where the Service you require is subject to regulation, we are required to be registered with The Care Quality Commission. Contact details for the Statutory Regulator are provided in the Service User Guide, and upon request.

‘**Timesheets’** means the documents recording the time spent by the Careworker providing the Service and signed by you to confirm their accuracy.

 **‘We’, ‘Us’ or ‘Our’** North London Homecare and Support Limited

 Registered office: Suite D, The Business Centre, Faringdon Avenue, Romford, Essex, RM3 8EN

 (Company Registration Number: 4695240)

**‘You’, ‘the Service User’** the person to whom the Service is being provided by us.

### 1. Assessment of Your Care Needs

1.1 We will visit you and your Home to discuss your care requirements prior to the commencement of the Service, or (if we are required to provide care in emergency situations) at the earliest opportunity during the next 3 working days. We will work with you, your family and any appropriate external social or health care professionals to assess and agree the level of service that you will require and will set out the Service in the Care Plan.

1.2 You will 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, and lifestyle preferences, physical and medical conditions.

1.3 We will provide the Service set out in the Care Plan to you.

1.4 We will formally review the Care Plan:

(a) 6 weeks after commencement of the Service,

(b) on a yearly basis thereafter;

(c) at your reasonable request; and

(d) at any other time as we consider appropriate or desirable;

1.5 We will review the Care Plan with you, your family and, where applicable, any other appropriate external social or health care professionals. We will also carry out regular reviews when circumstances change or when we consider it appropriate or desirable. You shall use your best endeavours to participate in the review of the Care Plan.

1.6 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. We will continue to provide the Service to you during this period.

### 2. Our Fees

2.1 We reserve the right to charge a deposit (as detailed in the Fee Schedule) in respect of the Fees if we consider (in our absolute discretion) it necessary. You shall only be entitled to a refund of the deposit if this agreement is terminated in accordance with these Terms and Conditions. You shall not be entitled to any interest on the refunded deposit.

2.2 Our Fees will be calculated based on the time spent, in units of sixty minutes rounded up to the nearest half unit (30 minutes), providing the Service at the rates set out in the Fee Schedule (the means of recording the time spent providing the Service will be by way of Timesheets).

2.3 We reserve the right to charge additional Fees for any additional Services not set out in the Care Plan but requested by you or your representative, provided that we have notified you of those Fees before providing the additional Services.

2.4 You will sign each Careworker’s Timesheet at the end of each week in which that the Services are provided in order to verify the accuracy of each Careworker’s visit. If you are unable to sign the Careworker's Timesheet, alternative arrangements will be specified in your Care Plan. If a Timesheet is accurate, but you are dissatisfied with the Services provided, you should sign the Timesheet but we would encourage you to notify us of your dissatisfaction with the Services in accordance with clause 7.

2.5 In the unlikely event that a Timesheet is inaccurate you should refuse to sign the Timesheet and contact the Care Manager without delay. If, in the event you believe that a Timesheet is inaccurate, you will co-operate with us fully and in a timely manner to enable us to establish the times of the visits that are in dispute. Any failure to sign a Timesheet will not affect your obligation to pay for Services provided. Nothing in this clause 2.5 shall affect your right to make a complaint at a later stage.

2.6 We will invoice you on a 4 weekly basis (in arrears) for the Services in accordance with the Fee Schedule. We shall clearly identify in our invoices any other expenses (such as travel expenses) incurred by us in preforming the Services.

2.7 You will pay our Fees in accordance with the Fee Schedule and within 14 days of the date of each invoice.

2.8 We may engage the services of a debt factoring company to collect the Fees on our behalf.

2.9 We reserve the right, in the event that you have failed to pay the Fees, within 14 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) set off any amount owing to us against the deposit notified to you in the Fee Schedule; and/or

(c) 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, 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.

2.10 We will be entitled to review and increase our Fees for the Service on an annual basis and at any other interval if:

1. 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.

2.11 Unless the increase in our Fees is because of a change to the Service we will give you and / or your representative at least 4 weeks’ notice of any increase in our Fees.

2.12 If you do not agree to our increased Fees you may terminate this Agreement in accordance with clause 13.2.

2.13 No monies of any kind should be paid to the Careworker. You are not responsible for the Careworker’s National Insurance contributions or Income Tax.

### 3. Our Staff

3.1 We will exercise reasonable care and skill to meet your individual needs as set out in the Care Plan and to provide suitably trained, sufficiently skilled, experienced and competent Careworkers 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 Careworker 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 named careworker each time we supply the Service to you. However, annual leave, sickness, availability and unforeseen events may require us to supply an alternative care worker. We will endeavour to give you as much advance notice as circumstances allow.

3.4 If a Careworker fails to attend your Home, or you are not satisfied with the standard of the Service, you must notify us by telephone, without delay. This does not affect your rights to make a complaint at a later stage.

3.5 Our Careworkers are not permitted to carry out any tasks not recorded within the Care Plan, which includes, but is not limited to, the following:

(a) heavy lifting of any kind, including lifting or moving you without appropriate equipment or with an insufficient number of people;

(b) household maintenance (including DIY tasks); or

1. assistance with your finances (except where specified in the Care Plan).

### 4. Permanent Engagement of Our Staff

4.1 If you directly Engage a Care Worker you will be obliged to decide whether to:

 (a) continue to have the Care Worker supplied on the same terms 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 an Engagement Fee as set out in the Fee Schedule;

 An 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.

4.2 If you introduce a Care Worker to another employer, agency or organisation similar to Us which results in the Engagement of that Care Worker by the third party you will be required to pay an Introduction Fee to us as set out in the Fee Schedule;

 An Introduction Fee will only be payable if an Engagement takes place within 14 weeks of the date the Care Worker first provided the Services or within 8 weeks of the Care Worker last providing the Services.

4.3 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.

### 5. Gifts and Payments

5.1 The Careworker (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 Careworker (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 Careworker 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;

(c) providing any equipment supplied by you, or a third party, that is required to deliver your care such as lifting and transfer aids, wheelchairs and other mobility aids;

(d) providing all domestic cleaning equipment such as vacuum cleaners, mops, irons etc;

(e) informing us of any communicable diseases in the household; and

(f) ensuring that any equipment supplied by you, or a third party, that is required to deliver your care is regularly maintained and inspected in accordance with all relevant safety requirements.

6.2 An entry plan for your Home may be agreed with you and if so will appear in the Care Plan.

6.3 Your telephone must not be used by Careworkers except for the following reasons:

(a) you or they have a medical emergency. We will not be responsible for payment of your telephone bills; or

(b) they have been given permission by yourself. We will not be responsible for payment of your telephone bills;

6.4 Any supplies and / or equipment to be made available by the Service User and / or by Us are set out in the Care Plan.

### 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 Service User Guide. Upon request we will also provide a copy of the procedure to you or 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 Care Manager as soon as possible, using the complaints procedure contained in the Service User Guide.

7.3 In order to comply with the requirements of the Statutory Regulator or to monitor the quality of the Service, it may be necessary, from time to time, for a member of our staff to observe, supervise, or work with the Careworker in your Home. We will give you as much notice as possible if any person other than the Careworker 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 Statutory Regulator.

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. Telephone Assistance

8.1 We will operate an office hour’s telephone assistance service, and an out of hour’s telephone assistance service, as specified in the Service User Guide. This line can be used in relation to problems such as: your care needs changing, or your Careworker not arriving as expected. For the avoidance of doubt, this telephone number should not be used for medical or other emergencies.

### 9. Confidentiality and Date Protection

9.1 We will respect your privacy and confidentiality but you agree that we may disclose confidential information about you to our Careworkers or to any other person if we believe such disclosure is in your best interest; is appropriate for the performance of the Service; or is required as a matter of law. Further details of this sharing are set out in our Privacy Notice. In particular, details of your name, address and payment record may 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. You will ensure that you have obtained the consent of such person or organisation for us to do so.

9.2 You agree that we may disclose information about the Careworker to you and that such information is strictly confidential. You also agree that you will not disclose, either directly or indirectly, such information to any other person, company or firm for any reason unless such disclosure is required by law, the Statutory Regulator or any relevant local authority.

9.3 We may use your information in accordance with our Privacy Notice, which you can access on the homepage of our website: [www.nlhs.co.uk](http://www.nlhs.co.uk)

### 10. Records

10.1 We will ensure that the Careworker shall keep a daily written 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 be kept at your Home while they are in use. We are required to keep these records and they remain our property. You agree to return them to us once the Service ends or at any other time. We will provide you with copies at your request.

### 11. Insurance & Liability

* 1. Our current insurance cover is as follows:
1. Employers Liability Insurance (£10,000,000 in respect of any one claim);
2. Public Liability Insurance (£10,000,000 in respect of any one claim);
3. Malpractice/Professional Indemnity Insurance (£5,000,000 in any one year)

11.2 We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of this Agreement or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable where 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.

* 1. You will ensure that, at all times during which the Services are being provided:

(a) you have in place suitable building and contents insurance to cover accidental damage to your home or its contents; and

(b) where the Services include our Careworker driving your motor vehicle, that you have suitable motor insurance to cover damage to passengers, your vehicle and / or third parties or their property caused by the use of the motor vehicle by the Careworker.

11.4 Nothing in this Agreement limits or excludes our liability

(a) for death or personal injury resulting from 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 Careworker and/or to cancel this Agreement with immediate effect in circumstances which, in our reasonable opinion, make the continued provision of the Service untenable. Such circumstances would include (but would not be limited to) any failure by you to pay (or persistent late payment of) our invoices, 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 Careworker 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 in that will be used for your care for at least one hour before the agreed time.** If you smoke while your Careworker is with you, the Careworker 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 Plan.

### 13. Cancellations and Termination

13.1 You can cancel the Service at any time (and for any reason) within 14 days of the date of this Agreement (the “**Cancellation** **Period**”). Further information on this right is contained in the Notice of Your Right to Cancel attached to this Agreement.

13.2 In all other cases, you must give us at least 7 days’ notice in writing if you no longer require the Service or want to suspend the Service for a period of time. If you give less than 7 days’ notice we reserve the right to charge a Cancellation Fee or a Service Suspension Fee as set out in the Fee Schedule.

13.3 Please note if you suspend the service for a period of time in accordance with clause 13.2 we cannot guarantee that the same Careworker attend your Home when you resume the Service.

13.4 In the event that you wish to cancel an individual assignment you must give us at least 24 hours’ notice otherwise you will be charged for the assignment in full.

13.5 If cancellation of an assignment arises as a result of your admission to hospital, fees will be chargeable but only in relation to the time we were due to provide the Service on the day you were admitted to hospital.

13.6 We may terminate this Agreement:

(a) by giving 7 days’ written notice for any reason; or

(b) after giving 7 days’ written notice that you have failed to pay the Fees; or

(c) after giving 7 days’ written notice that we are unable to meet your needs, in accordance with clause 1.6.

13.7 This Agreement will terminate immediately in the event of your death and (for the avoidance of doubt) your estate will remain responsible for paying any outstanding fees.

**14. Sleep in Duties**

 Where the Services require Careworkers to undertake “Sleeping Night” type duties you are required to provide suitable facilities and accommodation for rest or sleep for the Careworker. Details of the standard of accommodation that will be regarded as suitable are contained in the Service User Guide.

**15. Intensive Care Packages**

15.1 During any period of intensive care, you agree to provide a safe environment and safe and appropriate equipment for the tasks to be undertaken by the Careworker. We will supervise the Careworker during the period of the Assignment so as to ensure your satisfaction with the standard of work and compliance with Health & Safety issues by the Careworker.

15.2 You agree to provide Careworkers with adequate meals, refreshment and rest breaks during any period of intensive care. Wherever possible Careworkers should be permitted to take breaks other than in your company. For the avoidance of doubt, such meals and rest breaks are not deductible from the Fees and our Careworkers will provide their own refreshments.

### 16. Third Party Rights

16.1 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.

### 17. Events outside our Control

17.1 We will not be 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 Careworker 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).

17.2 You will not be responsible for any failure to perform or delay in performance of any of your obligations for any reason outside of your reasonable control.

### 18. Assignment

18.1 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.

### 19. General

19.1 We may vary these terms and conditions in writing by giving you and / or your representative at least 2 weeks’ notice. If you do not agree to the variation you may terminate this Agreement in accordance with clause 13.2

19.2 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.

19.3 The Agreement, these Terms and Conditions and the Care 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 to your care.

19.4 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).

19.5 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.

19.6 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.

19.7 We are a member of the United Kingdom Homecare Association (UKHCA) and adhere to the UKHCA Code of Practice, available at www.ukhca.co.uk/codeofpractice.

# Notice of the Right to Cancel

1. *Right to cancel*
	1. You have the right to cancel this Agreement within 14 days without giving any reason.
	2. The cancellation period will expire after 14 days from the day of conclusion of this Agreement.
	3. To exercise the right to cancel, you must inform us North London Homecare and Support Ltd. of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form contained at Schedule 2, but it is not obligatory.
	4. Our contact details for informing us of your decision to cancel are as follows:-

 **NORTH LONDON HOMECARE AND SUPPORT LIMITED**

 Unit 44

 26-28 Queensway,

 Ponders End,

 Enfield

 EN3 4SA

Tel: 0208 443 3380

Email: m.basquil@nlhs.co.uk

* 1. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
1. *Effect of cancellation*
	1. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this Agreement in comparison with the full coverage of the Agreement.
	2. If you cancel this Agreement we will reimburse to you all payments received from you, less any charges referred to at paragraph 2(a) above.
	3. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Agreement
	4. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

# Cancellation Form

**To**: **NORTH LONDON HOMECARE AND SUPPORT LIMITED**

 Unit 44

 26-28 Queensway,

 Ponders End,

 Enfield

 EN3 4SA

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] Agreement for the supply of the following care services

|  |  |  |
| --- | --- | --- |
| Made on |  | (insert date of Agreement) |
|  |  |  |
| Name of consumer(s): |  |
| Address of consumer(s): |  |
|  |  |
|  |  |
| Signature of consumer(s): |  |
| (only if this form is notified on paper) |  |
| Date: |  |

[\*] Delete as appropriate

# *May 2019*

# Fee Schedule

**Charges for Self-Funding Service Charges.**

Charges are currently exempt from VAT.

You will be charged at set rates, for different periods of the day and week.

|  |  |  |
| --- | --- | --- |
| **Monday - Sunday** | 7am – 10pm per hour | £17.75 |
|  | Per half hour | £ 8.88 |
|  |  |  |
| **Bank Holidays** | 7am - 10pm | £26.63 pro rata per hour |
|  |  |  |
| **Christmas Day** | 7am – 10pm | £35.50 pro rata per hour |
|  |  |  |
| **Waking Night** |  |  |
| **Monday - Sunday** | 10pm – 7am per hour | £26.63 |
|  | Not including Bank Holidays |  |
|  |  |  |
| **Sleep In** |  |  |
| **Monday - Sunday** | 10pm – 7am per hour | £15.66 |
|  | Not including Bank Holidays |  |
|  |  |  |
| **Engagement Fee** | Payable in accordance with Clause 4.1 | £1000 |
|  |  |  |
| **Introduction Fee** | Payable in accordance with Clause 4.2 | £1000 |
|  |  |  |
| **Cancellation Fee** | Payable in accordance with Clause 13.2 | A seven day care service charge, minus the number of days’ notice given |
|  |  |  |
| **Service Suspension Fee** | Payable in accordance with Clause 13.2 | A seven day care service charge, minus the number of days’ notice given |

You will be asked to pay an initial deposit equal to the anticipated charges for the 1st month which can be refunded if notice to cancel the service is received - minus the cost of any services provided.

You will then, or if requested, your representative will receive an invoice for services provided within a four-week cycle. Settlement of invoices is required within 14 days of the date of the invoice.