

PillarCare is the trading name of PillarCare Agency Ltd and a provider of Personal Care at home. This document, which should be read in conjunction with PillarCare's Service User Guides, outlines PillarCare's Terms & Conditions of Service by which the Client accepts the services of PillarCare and accepts that these Terms & Conditions of Service have been made available to the Client, and that the acceptance by the Client of the services provided by PillarCare will constitute a contract with PillarCare incorporating these Terms & Conditions of Service.

PillarCare which is licensed by the Care Quality Commission, provides domiciliary care to people who wish to remain living in their own homes and operates from offices at The Business Centre, 36 Gloucester Avenue, Primrose Hill, London NW1 7BB.

"The Client" is the person who commissions the services of PillarCare and who is contractually liable for payment of its fees.

"The Service User" is the person to whom PillarCare provides its care and may be the Client or may be the person for whom the Client commissions the services of PillarCare.

The Service

PillarCare will provide the services as set out in the Service User Care Plan, which PillarCare and the Client may agree to amend from time to time by prior agreement. The provision of services is subject to the following Terms & Conditions of Service:

1. Charges

In addition to an initial non-refundable registration fee of £45.00, Clients and Service Users will be charged for work undertaken by an employee of PillarCare rounded up to the nearest full hour. Charges are subject to review and PillarCare will notify the Client of variations in writing seven days prior to them coming into force. All charges must be paid to PillarCare who will be responsible for paying a Carer in accordance with relevant and applicable legislation.

All Bank Holidays are charged at double the standard rate quoted by PillarCare. In respect of 1st January, 25th & 26th December, these dates will count as the bank holiday irrespective of the day upon which it falls.

PillarCare's current fees are:

Daytime hourly care - 6 consecutive hours (or more) – base rate £25 per hour

Night hourly care - 10 hours minimum waking-night care – base rate £25 per hour

Live-in care (based on seven days) - £1,575 per week.

Weekend live-in care (based on two days) - £600

Couples live-in care (based on seven days) - from £2,150

Twenty-four hours continuous care (incl. twelve hours waking-night care) - £600 per day

Live-in respite care - £2,625 per week or a minimum of 3 days of care, starting from £375 per day

The average cost of a care home in the South East is over £44,000.00 per annum for one person; live-in Carer charges for couples can offer a cost-effective alternative to residential care as well as allowing elderly couples to enjoy the familiar surroundings and privacy of their own homes.

2. Payment

All invoices are payable immediately on receipt and must be paid directly to PillarCare by either direct debit, cheque, or bank transfer. Cheques should be made payable to 'PillarCare'.

3. Deposit

PillarCare reserves the right to require a deposit, payable as security against the anticipated final invoice.

4. Late Payment

If payments are late, PillarCare may, without prejudice to its other rights, suspend services. In addition, if payment is not received in full within ten days of the invoice date, interest will be charged at the rate of 10% per annum on any outstanding balance. Should an invoice remain unpaid for a period of ten days or more, PillarCare reserves the right to terminate the services provided with twenty-four hours' notice, and to charge for any reasonable costs incurred in taking steps to obtain payment.

5. Period of Engagement and Termination of Services

The services will be provided for the period specified in the Service User Care Plan being either a fixed period or a period terminable on notice. PillarCare retains the right to terminate the services provided with twenty-four hours' notice under the following circumstances:

- a. The Client or Service User refuses to accept the services to be provided as detailed in the Service User Care Plan
- b. Following a risk assessment being undertaken on the premises, PillarCare determines that it is not possible to provide care and support safely to the Service User in the intended premises
- c. PillarCare determines that it is not able to provide the level of services required by the Service User within their own home and this concern is brought to the attention of the Client and Service User
- d. If an invoice remains unpaid for a period of ten days or more
- e. An employee of PillarCare experiences discrimination, harassment, or assault of any form by the Client, Service User or any third party at a Client or Service User's home address.

6. Cancellation

- a. For one-off bookings, twenty-four hours' notice must be given of any cancellation or amendment to any booking or time agreed between PillarCare and the Client for the services to be delivered. Failure to do so will result in the full charge for the visit being levied

- b. For live-in care, a seven-day notice of cancellation or amendment must be provided to avoid being charged in full
- c. If a visit requires cancellation due to a verifiable medical emergency, then no charge will be made
- d. To terminate or substantially revise service provision, a full seven-days' notice is required by PillarCare.

7. Replacement Carers

- a. PillarCare cannot guarantee that a particular Carer will be able to remain with a Service User throughout the entire period during which services are required, but will take all reasonable efforts to ensure continuity of care
- b. If a Carer leaves an assignment early, the Client or Service User should telephone PillarCare immediately and PillarCare will use their best endeavours to find a replacement Carer as soon as reasonably practicable
- c. If a Carer fails to attend an assignment, the Client or Service User should telephone PillarCare within fifteen minutes of the expected arrival time and PillarCare will then use their best endeavours to find a replacement Carer as soon as reasonably practicable
- d. In circumstances where a Carer is unable to work due to illness or accident, PillarCare will use its best endeavours to provide a replacement Carer as soon as reasonably practicable
- e. Each Carer is expected to complete their mandatory training either in person one day per year, or ongoing via virtual training sessions throughout the year, and additional training days as considered necessary by the management team. Any training session will be booked approximately 1 week in advance. PillarCare will provide a replacement Carer where necessary, and will furthermore arrange for a handover of reasonable length to ensure continuity of care
- f. In the event that the Client or the Service User reasonably considers that a Carer supplied by PillarCare does not possess the skills necessary for the assignment, the Client or the Service User should provide PillarCare with full details in writing whereupon PillarCare will use its best endeavours to provide a replacement Carer as soon as reasonably practicable.

8. Placement Fee

Considerable investment is made in recruiting, training, and developing staff who are therefore prohibited from accepting any direct offers of employment from Clients. It is prohibited for the Client or the Service User to directly approach any PillarCare member of staff with regard to private employment without first consulting PillarCare's Registered Manager. In the event of an agreement being reached, the Client will be liable to pay to PillarCare a one-off placement fee equivalent to seven (7) times the weekly invoice amount.

9. Equal Opportunities

PillarCare is dedicated to ensuring equal opportunities for all employees and their Clients and Service Users, irrespective of their race, nationality, ethnic origin, physical or mental disability, age, sex, material status, physical or mental disability, sexual orientation, gender-identity, religious beliefs, or political opinions. PillarCare will not tolerate discrimination of any kind by staff, Clients, or Service Users.

10. Accommodation, Meals, and Breaks

It is the Client's responsibility to ensure that suitable accommodation and meals are provided for staff on live-in or overnight duties. Live-in Carers should be provided with food and kitchen facilities to prepare for three basic meals per day, or alternatively, a daily food allowance of £7.00 (approximately £50.00 per week). Any additional food or special dietary requirement is at the expense of the Carer. Where Carers are providing over six hours of continuous care, the Client is expected to provide use of facilities for the preparation of food.

The cost of meals or any other type of 'benefit in kind' for staff remains the responsibility of the Client and is not deductible from the invoiced cost of the services provided by PillarCare.

Live-in care work is based on a maximum of fourteen hours (inclusive of a two-hour break) on an average working day spread across the day and evening. Live-in Carers are entitled to a two-hour break during daylight hours whereby they should be able to leave the property if they so desire. If this is not practicable, a visiting Carer can be arranged to cover this time-off for an additional fee. If agreed at the time of assessment, some of these hours may be banked to provide longer periods of time off on fewer days, but the minimum provision must be fourteen hours over a seven-day week.

In addition, live-in Carers should be provided with adequate facilities for washing and toileting, and also to sleep and rest, that is their own room (preferably with a door lock) and clean bedding. They must be allowed privacy in their rest periods and have access to internet and mobile phone reception.

Live-in Carers are entitled to a good night's sleep, that is eight hours sleep in each twenty-four-hour period. It is expected that live-in Carers will attend to the Service User during the night in cases of emergency. Should there be more than one night in a row where the Carer is interrupted two or more times, the night will be charged at an hourly rate and a night respite worker may be required. If a live-in Carer is persistently disturbed at night, this may necessitate a review of the Service User's care needs and changes to the Care Plan.

For the purposes of The Working Time Regulations (1998), which sets out rights and obligations relating to working time and rest periods, PillarCare considers live-in care work as "unmeasured" and, as such, the average amount of care work a Service User can expect in any twenty-four-hour period is twelve hours. Where working time regularly exceeds this, additional charges may be made.

11. Supervision and Review

Carers employed by PillarCare in the provision of a regulated activity will receive such appropriate support, training, professional development, supervision, and appraisal as is necessary to enable them to carry out the duties they are employed to perform.

12. Confidentiality

In order to provide an effective and efficient service and to appropriately meet the needs of their Service Users, it is important that PillarCare is able to record, store and process detailed personal and medical information relating to those in receipt of their care.

In accordance with the Data Protection Act 1998, PillarCare operate a policy which prohibits unauthorised access to, use, or disclosure of personal information. Under the Act, the Client has the right to choose what information they would like to share with PillarCare, the right to know what information is being held, and the right to change this information if they believe it to be inaccurate.

PillarCare respects the confidentiality of their Clients, purchasers of care, and Service Users, and is committed to handling information relating to Service Users and their needs with sensitivity.

Access to Service Users' confidential information is restricted to PillarCare staff, however there may be times when PillarCare need to share relevant information with other professionals and/or organisations. Service Users may object to any disclosure of information although they will be advised that this may not be in their best interest.

13. Insurance Claims

- a. Where a Client or Service User has asked or given permission to a Carer to drive a vehicle that belongs to the Client or Service User, the Client will be responsible for checking that a Carer has a driving license and insurance cover suitable for the intended purpose and must arrange the insurance cover necessary to permit the vehicle to be driven legally. In the event of an accident or damage to the vehicle, neither PillarCare nor a Carer will accept liability for any accident or damage caused
- b. Payment for nursing, healthcare or domiciliary care services may in some circumstances be met by private medical insurance. Except where a Client or Service User's insurance policy specifically requires it, the Client or Service User will remain wholly responsible for the charges due to PillarCare, in accordance with these Terms & Conditions of Service, and responsible for making a claim from the insurance company for reimbursement.

14. Force Majeure

PillarCare will use its best endeavours to provide the services specified in the Service User Care Plan, however, should PillarCare's ability to do so be interrupted or interfered with by an event of force majeure, then PillarCare's obligation to do so will be suspended while the interference or interruption continues. PillarCare will not be responsible for any loss or damage suffered by a Client or Service User as a result of a force majeure event, without limitation, generally considered to be events beyond

the control of PillarCare, such as strikes, lock outs or other industrial disputes, acts of God, pandemics, government lockdowns, war, riot, civil commotion, fire, flood or storms.

15. Complaints

Complaints should be made in writing to PillarCare's office address or their email which is: enquiries@pillarcare.co.uk. PillarCare will acknowledge receipt of the complaint within a week and advise what steps they are taking to resolve it. PillarCare will then investigate the complaint fully, ensuring that all parties are listened to, respected, and kept informed at all times. Following the investigation process, PillarCare aim to send a full written response within twenty-eight days, detailing their findings, proposals to resolve the situation, and any actions taken.

If at any stage a complainant is not fully satisfied with PillarCare's internal investigation or their findings, the complainant has the right to appeal in writing and/or request that the matter is submitted to your Local Authority or the Care Quality Commission (CQC):

CQC National Customer Service Centre, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA

Telephone: 0300 061 6161

Web: www.cqc.org.uk

16. PillarCare's Responsibilities in Respect of the Services

- a. PillarCare shall use their best endeavours to ensure that all Carers have the relevant qualifications, training, experience, and ability for any assignment for which they are supplied
- b. Except in relation to death or personal injury caused by the negligence of PillarCare and/or its Carers and for fraudulent misrepresentation, PillarCare excludes any liability (whether direct or indirect, contingent, or consequential including without limitation loss of goodwill, profit, contracts, business opportunity or revenue) for any costs, claims, damages, demands or expenses in connection with the services provided.

17. Service User Responsibilities

The Client agrees:

- a. Not to do any act or omission which will put or is likely to have the effect of putting PillarCare directly or indirectly in breach of any of the Employment Protection, and other relevant laws (as defined below), in respect of any Carer supplied to them by PillarCare, and the Client will at all times use their best endeavours to ensure that such laws are complied with
- b. To notify PillarCare of any risks to the health and safety of a Carer of which they become aware, and agree that PillarCare may notify a Carer accordingly, and agree to take all reasonable measures to ensure that such risks are removed, and will notify PillarCare of any such risks prior to an assignment

- c. To ensure that they or the owner of the property where care is being provided have adequate household insurance cover, including but not limited to public liability cover against possible losses to a Carer or to PillarCare under the Occupiers Liability Act 1957
- d. To provide PillarCare with complete and sufficient information relating to the assignment to enable PillarCare to provide the level of service required, and enable PillarCare to carry out its obligations under these Terms & Conditions of Service, including the type of work to be performed by a Carer, the length of the assignment, the qualifications and experience required, and the location
- e. If in breach of any obligations under this clause, to indemnify PillarCare fully against all claims, fines, damages, awards, costs, expenses, and other liabilities arising from any such breach, or any claim by any third party against PillarCare as a result of any act or default whether under the Employment Protection and/or other Relevant Law or otherwise
- f. These Terms & Conditions of Service, Employment Protection and any other Relevant Law includes but is not limited to: Working Time Regulations 1998, Discrimination Act 1996, Employment Relations Act 1999, Human Rights Act 1999, Sex Discrimination Act 1975 (as amended), Race Relations Act 1976, Disability Discrimination Act 1995, and Equality Act 2010

18. General

- a. Carers are precluded from assisting the Service User in relation to making a Will, or witnessing or benefiting under the terms of any Will or Codicil, or becoming involved in any other legal documentation
- b. The Service User or Client will allow full access in relation to any assessment of the risks at the premises where the assignment is to be carried out and provide all relevant information upon request to PillarCare
- c. Carers are subject to PillarCare policies, the Service User shall not request a Carer to act in any way that is a breach of these policies
- d. No variation, addition to or modification of these Terms & Conditions of Service shall be binding or form part of these Terms & Conditions of Service unless previously agreed in writing from PillarCare.

These Terms & Conditions of Service, together with the Service User Guides and Service User Care Plan, shall govern the contract between PillarCare and the Client for the supply of the

services to the exclusion of all and any other agreements or terms and conditions agreed. The contractual agreement entered into by PillarCare and the Client is governed by the laws of England.

Name of Client:

Name of Service
User (if different):

Client Signature: Date:

PillarCare
Representative:

Signature: Date:

This copy is for your records. Please sign and return the following page.