

SERVICE AGREEMENT

Service agreement number:
PCD1001
Agreement Start Date:

Carer

Client

Care Recipient

Care Recipient Address

Services also include

Personal grooming and hygiene, medication prompting, companionship, moving and handling.

Special terms agreed between Client and Carer:

Agreement to provide the services

1. The Client agrees to engage the Carer and the Carer agrees to provide the services to the Client receiving the care from the services start until the series end date (or until this agreement is terminated in accordance with its terms).
2. The Carer shall provide the services with all due reasonable care, skill, and ability.
3. The Client and the Carer acknowledge that they have been introduced to each via the Private Care Dorchester online introductory Platform and have accepted the terms and conditions of Private Care Dorchester Ltd.
4. This Agreement can be renewed on an annual basis,

Fees

5. The Client agrees to pay the fees to the Carer for the provision of the services directly to the Carer.
6. The Client agrees to pay the one-off service fee to Private Care Dorchester in instalments on a weekly basis.

7. The Client acknowledges that Private Care Dorchester Terms & Conditions provide that a finders fee will be due should the Carer and Client fail to use the platform of Private Care Dorchester and this would be viewed as a private placement, for which the charge is £2,000.
8. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you.

Inability to Provide Services

9. If the Carer is unable to provide the service due to illness or injury, they will notify the client as soon as reasonably possible.
10. If the Carer is unable to provide the services for any other reason, they shall (where possible) notify the Client in advance of absence and the elected length of absence.
11. The Carer will not be paid for hours not worked, including where this is due to injury, illness, or holiday/leave.

Cancellation of the services

12. The Client shall give the Carer at least 14 days' notice of cancellation of any of the services. Where such notice is not given, the Client shall be responsible for paying the fees in relation to the services.

Status

13. The Carer is a self-employed contractor and nothing in this agreement will make them an employee, worker, agent or partner of the Client or the person receiving care or Private Care Dorchester Limited.
14. The Carer confirms that they shall be solely responsible for all income tax liability and national insurance or similar contributions in respect of the fees. The Carer hereby agrees to indemnify the Client in full and on demand against any liability, assessment or claim for:
 - a) Taxation in connection with the provision of the services, including but not limited to PAYE and National Insurance contributions.
 - b) Any employment related claim or any claim based on worker status brought by the Carer (or by any other person to whom the Carer delegates the performance of the series) against the Client arising out of or in connection with the provision of services.

Confidentiality

15. The Carer agrees not to use or disclose to any other person either during or at any time after the termination of this agreement any confidential information about the client or the person receiving care which may come to the Carers knowledge in the course of providing the services, except;

- a) Where and to the extent that the client or the person receiving care authorises the use or disclosure of confidential information in writing or;
- b) If the Carer is obliged to disclose any such confidential information by law.

Data Protection

14. The Carer and the client agree to comply with all applicable data protection legislation, including (but not limited to) the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, as amended, or updated from time to time.

Termination

15. This Agreement will automatically end on the earlier of:

- a) The service end date (unless that date is extended by agreement between the Carer and the Client

Or

- b) The date on which the Client and the Carer agree that the services should end.

16. Either the Carer or the Client may terminate the agreement by giving the other reasonable notice, as long as all reasonable efforts have been made to procure a replacement for any agreed care.

17. Any party may terminate the provision of services immediately if any party:

- a. Commits a material breach of your obligations under the attached Terms and Conditions or this Contract; or
- b. Fail to make any payment under the Contract or invoices provided in relation to the care provided; or
- c. Are or become or, in a reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor.

Governing Law

This Agreement and any dispute or claim arising out of this Agreement is governed by the law of England and Wales and the parties submit to the exhaustive jurisdiction of the Courts of England and Wales.