

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 is a domiciliary care agency that provides the regulated activity of personal care. Personal care is defined by the Health and Social Care Act 2008 as:

- a. Physical assistance given to a person in connection with: Eating or drinking, washing or bathing, toileting, dressing, oral care, or the care of skin, hair and nails (with the exception of toenail care that is provided by a chiropodist or podiatrist)
- b. The prompting, together with supervision, of a person, in relation to the performance of any of the activities listed in paragraph (a), where that person is unable to make a decision for themselves in relation to performing such an activity without such prompting and supervision.

As a domiciliary care agency registered with the Care Quality Commission (CQC), PillarCare provides the following services in line with the regulations in place:

- a. Monitoring the service provided to Service Users by the care workers that PillarCare has introduced. This includes gathering feedback about the service from care workers and using feedback to advise or direct changes to how personal care is carried out. For example, the frequency of visits, type of care provided, and the way in which the care worker gives personal care
- b. Arranging rotas of care workers on behalf of Service Users

- c. Continuously reviewing and updating a Service User's care needs on a regular basis that is not necessarily prompted by the Service User
- d. Being responsible for managing the replacement of a care worker. For example, by taking the initiative for providing absence cover in a way that goes beyond simply introducing another care worker, and in a way that does not need the person receiving care to make a decision
- e. Making changes to active care plans, whether consulting with the Service User receiving care or not
- f. Requiring care workers to:
  - i. Attend professional supervision, coaching and mentoring that PillarCare supplies in relation to the personal care being provided to Service Users
  - ii. Use specific paperwork, tools, equipment or services.

PillarCare will provide personal care services as set out in the Service User Care Plan. The provision of services is subject to the following Terms & Conditions of Service:

## 1. Charges

1.1. PillarCare's current fees are:

**Daytime hourly care** - six consecutive hours (or more) – base rate £25.00 per hour

**Night hourly care** - ten hours minimum waking-night care – base rate £25.00 per hour

**Live-in care (based on seven days)** - £1,575.00 per week

**Weekly Food Allowance for Live-in carers (based on seven days)** - £50 per week

**Weekend live-in care (based on two days)** - £600.00 per week

**Couples live-in care (based on seven days)** - from £2,150.00 per week

**Twenty-four hours continuous care (incl. twelve hours waking-night care)** - £600.00 per day

**Live-in respite care** - £2,625.00 per week or a minimum of 3 days of care, starting from £375.00 per day

**Non-refundable registration fee** - £50

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

PillarCare's charges cover all care and support provided under the regulated activity of personal care.

Any activity of daily living that is ancillary to the delivery of personal care, for example support with medicines, is also covered within these charges.

- 1.2.** Any additional services provided by PillarCare carers, staff or persons working on behalf of PillarCare that are not covered within these fees are subject to additional charges. This includes any transport or travel costs that are incurred by the carer during a shift with a Client.
- 1.3.** Any additional requirements within a carer's skillset that does not relate to the provision of personal care is subject to additional charges. For example, having a carer who can drive.
- 1.4.** PillarCare's charges are reviewed on an annual basis and may be adjusted to reflect increasing costs, such as carer's wages and overheads to the business. Any changes in charges will be communicated to Clients with a minimum of 14 days' notice before the issuance of an invoice reflecting the revised charges. This ensures transparency and allows Clients adequate time to prepare for any adjustments.

## **2. Equipment**

### **2.1. Personal Protective Equipment (PPE)**

All carers working with Service Users are required to wear personal protective equipment (PPE) whilst performing certain duties involved in personal care.

PillarCare is responsible for ensuring that the Client has adequate supplies of PPE available to them for any personal care they may receive.

PPE provided by PillarCare is considered the property of PillarCare and its carers and should not be removed from a Service User's home or used by a third party without the express written permission of PillarCare.

### **2.2. Medical Devices**

A medical device is defined as any instrument, apparatus, appliance, software, material or other article whether used alone or in combination, together with any accessories, including the software intended by its manufacturer to be used specifically for diagnosis or therapeutic purposes.

Any medical devices that are being used by a Service User must be part of a documented treatment plan that is prescribed by a healthcare professional. An appropriate usage guideline,

including hands on training by a healthcare professional where possible, must be provided to PillarCare and any carers supporting the Service User for carers to provide any support regarding these devices.

### **2.3. Assistive Technology and Equipment**

Assistive technology and equipment are products or systems that support and assist individuals with disabilities, restricted mobility, or other impairments to perform functions that might otherwise be difficult or impossible. This includes any product that helps to manage the loss of bladder or bowel control.

Any equipment of this nature must be assessed by an appropriately qualified professional, such as an occupational therapist, physiotherapist or incontinence nurse. Incontinence products such as absorbent pads and pull up pants do not require an assessment if the Service User is able to provide consent to wear them.

#### **2.3.1. PillarCare is not responsible for:**

- The provision of any medical device, assistive technology or equipment
- The proper maintenance of any equipment used by the Service User that is not provided by PillarCare
- Any examination, checks or inspections of equipment that is subject to Lifting Operations and Lifting Equipment Regulations (LOLER)

#### **2.3.2. Carers are prohibited from using any equipment that:**

- has not been assessed as suitable for purpose
- shows visible signs of damage or disrepair
- requires additional training or instruction before it can be used in a safe and proper manner

**2.3.3.** For Clients that are unable to organise the provision and maintenance of equipment that is being used in their own home, PillarCare can assist Service Users to access services that can arrange assessments from appropriately qualified professionals so that equipment needs for a Service User are met. This is done with exclusion of liability and any costs associated with these services will be charged back to the Client.

## **3. Payment**

The Client named in the service agreement shall be the individual or entity responsible and liable for all invoices and payments due under this agreement. In the event that the Client does not have the mental capacity to manage their own finances, a responsible party must be nominated and agreed upon to assume liability for all fees and payments.

### 3.1. Invoices

All invoices are due immediately upon receipt and must be paid directly to PillarCare via BACS/bank transfer. Weekly invoices will be issued each Thursday for services rendered from Monday through Sunday, with payment due by week's end (Sunday).

**3.1.1.** Clients opting to pay by cheque must notify PillarCare before services begin. These Clients will be invoiced monthly on a pro-forma basis, with payment required in advance of services. Services will commence only upon receipt and clearance of full payment.

**3.1.2.** Prepaid services not provided by PillarCare will be fully refunded, except when services are terminated under '**Immediate Termination of Services**' (4.3) in which case charges for the current week will not be refunded.

### 3.2. Deposit

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

### 3.3. Late Payment

Clients are responsible for timely invoice payments to avoid disruption of PillarCare services. If an invoice is unpaid for over ten days past the due date, a late fee of 10% of the invoice value will apply. If unpaid for an additional ten days, PillarCare reserves the right to terminate services with 24 hours' notice and charge for reasonable costs incurred in pursuing payment.

### 3.4. Continuing Health Care

When a Client qualifies for continuing healthcare funded by the NHS, PillarCare will continue invoicing weekly to ensure funds are available for carer wages. Upon receiving NHS payment for any specified period of care, PillarCare will issue a full refund to the Client for invoices paid within that period. Refunds will be processed within five working days of receiving payment from the NHS.

### 3.5. Personal Health Budget

Clients receiving a personal health budget from the NHS or local authority must disclose this during the initial assessment. PillarCare may delay service commencement until necessary agreements and registrations are in place to ensure prompt payment. If these cannot be completed, the Client remains liable for all care services and any outstanding invoices until settled by the personal health budget.

## 4. Period of Engagement and Termination of Services

### 4.1. Period of Engagement

The services will be provided for the period specified in the Service User Care Plan, this being either:

- A fixed period specified in the Service User Care Plan before commencement of services
- A rolling weekly contract terminable on the agreed notice period

### 4.2. Notice of Termination of Services

PillarCare requires a full seven-days' notice to terminate or substantially revise service provision. PillarCare will provide Clients with a full seven-days' notice before termination of services, allowing for Clients to make alternate arrangements for Service Users. Reason for this may include:

- 4.2.1.** The Client or Service User refuses to accept the services to be provided as detailed in the Service User Care Plan and the Client have alternative arrangements to safeguard the health and wellbeing of the Service User.
- 4.2.2.** 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.

### 4.3. Immediate Termination of Services

PillarCare retains the right to terminate the services provided with twenty-four hours' notice under the following circumstances:

- 4.3.1.** 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.
- 4.3.2.** If an invoice remains unpaid for a period of twenty days or more.
- 4.3.3.** 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.

## 5. Cancellation

**5.1.** 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.

**5.2.** For live-in care, a seven-day notice of cancellation or amendment must be provided to avoid being charged in full.

**5.3.** If a visit requires cancellation due to a verifiable medical emergency, then no charge will be made.

**5.4.** Charges will cease to apply upon notification of a Client's death.

## 6. Hospital Admission

Due to the needs of vulnerable Clients, PillarCare acknowledges that services may be disrupted due to hospital admissions, whether planned or emergency. Charges during these periods will reflect services provided, length of hospital stay, and Client preferences.

**6.1. For Clients receiving hourly care:** emergency hospital admissions will be considered verifiable emergencies, incurring no cancellation charges.

### 6.2. For Clients receiving live-in care

**6.2.1. where hospital admissions are under 24 hours:** and where carers are on standby for imminent discharge, this will be treated as regular service.

#### 6.2.2. where hospital admission will exceed 24 hours:

- Clients may terminate services without cancellation fees or notice; carers will vacate as soon as reasonably arranged. Resuming services requires a new agreement and assessments; continuity of the same carer is not guaranteed.
- Clients may request live-in carer support in the hospital, with the carer providing companionship as permitted. Hospital staff remain liable for personal care, and regular rates apply.
- Clients may retain the carer on standby at the Service User's property, incurring a 50% retainer rate until discharge.

PillarCare will stay in contact with hospitalised Clients to discuss service continuation and any required care plan adjustments upon discharge.

## 7. Replacement carers

**7.1.** 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.

- 7.2.** 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.
- 7.3.** 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.
- 7.4.** 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.
- 7.5.** 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 carer or member of staff regarding private employment.

In the event that a Client is found to have engaged in a private employment contract with a carer who has provided services to the Client or Service User within a 12 month period of these services being provided, the Client will be liable to pay to PillarCare a one-off placement fee equivalent to seven (7) times the weekly invoice amount, calculated using the last seven weeks of services provided to the Service User.

## **9. Equal Opportunity**

At PillarCare, we work hard to put carers into homes where we feel they are compatible with our Clients' needs and personalities. Clients are consulted during this process and every effort is made to understand their preferences and grant their requests. However, as a policy, we do not adhere to any requests based on race, ethnicity, skin colour or country of origin. PillarCare believes that these characteristics have no correlation with their abilities to provide good care and PillarCare does not condone any racial stereotyping in that regard.



Clients and Service Users are offered these same protections and any incidents where a Client or Service User feels they have been discriminated against should report this to the Registered Manager immediately.

## 10. Accommodation

- 10.1.** It is the Client's responsibility to ensure that suitable accommodation is provided for staff on live-in duties. Live-in carers must have access to:
- 10.2.** A self-contained bedroom where a live-in carer can be guaranteed privacy during their rest periods. This bedroom should be used solely by the carer while they are on the premises. Clients are also expected to provide at least one set of clean bedding and sufficient storage that carers can use for their own clothes and belongings.
- 10.3.** Kitchen facilities to prepare their own food and drink, as well as kitchen storage space in for both chilled and dried foods.
- 10.4.** A bathroom containing a working toilet, shower and/or bath.
- 10.5.** A stable wireless internet connection - carers require internet access to complete all daily records and electronic monitoring, in accordance with CQC regulations. This internet access will be provided and paid for by the Client. In the event that PillarCare needs to make arrangements for the carer's internet access, any costs associated with this will be passed on to the Client.
- 10.6.** Live-in carers must be able to receive and access post that is sent to them at the Client's home.

## 11. Need for Consent

Under the CQC regulations, PillarCare must abide by the following regulations in terms of obtaining consent:

- 11.1.** Care and treatment of Service Users must only be provided with the consent of the relevant person.
- 11.2.** If the Service Users is unable to give such consent because they lack capacity to do so, PillarCare and all persons associated with the provision of the regulated activity must act in accordance with the Mental Capacity Act 2005.

PillarCare has policies and procedures for obtaining consent to care and treatment that reflect current legislation and guidance, and staff must follow them at all times. Clients and Service Users cannot provide instruction or make requests that would constitute a breach of these policies and procedures.

## 12. Implied Consent

Implied consent is applicable **only** within the context of direct care of individuals. It refers to instances where the consent of the individual Service User can be implied without having to make any positive action, such as giving their verbal agreement for a specific aspect of sharing information to proceed.

Examples of the use of implied consent include carers sharing personal confidential data during handovers without asking for the Service User's consent. This can also include visits by the care management team where the sole purpose of the visit is to provide assistance and support with the regulated activity as a response to an urgent issue or emergency.

All attempts will be made to inform the responsible party when a care manager needs to attend to a Client's home but in the event that waiting for a response could possibly result in a detriment to a Client's health or wellbeing, PillarCare will prioritise making sure that a Client's health and safety is paramount.

## 13. Meals

**13.1** A £50 food allowance is applicable for all live-in carers, this is included in PillarCare's invoice and is paid directly to the carer with no deductions. In lieu of making this payment, Clients can make the necessary arrangements with the carer to order all their food on their behalf. This must be inclusive of any dietary requirements of the carer.

**13.2** Where carers are providing over six hours of continuous care, the Client is expected to provide use of facilities for the preparation of food.

**13.3** In the event that a Client asks a carer to accompany them to a restaurant or on a trip lasting more than six continuous hours, the Client is responsible for paying for the carer's food during this time.

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.

## 14. Breaks

**14.1** 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 must be allowed to leave the premises, whilst ensuring that all necessary steps have been taken to ensure the safety and wellbeing of the Service User during the break.

**14.2** If agreed during assessment, some hours may be banked to allow longer breaks on fewer days, with a minimum provision of fourteen hours over seven days. The Client is responsible for arranging cover for extended breaks. If the Service User cannot be left unattended, the carer may work through breaks, which will be charged at PillarCare's current hourly rate.

**14.3** 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.

**14.4** Live-in carers are entitled to eight hours of sleep within each 24-hour period and are expected to assist the Service User at night only in emergencies. If the carer is disturbed more than twice per night for consecutive nights, an hourly rate will apply, and a night respite worker may be required. Persistent night disturbances may prompt a review of the Service User's care needs and adjustments to the Care Plan.

## **15. Staffing, Supervision and Review**

Under the CQC regulations, persons employed by PillarCare for the purposes of carrying on a regulated activity must:

- a. be of good character,
- b. have the qualifications, competence, skills and experience which are necessary for the work to be performed by them, and
- c. be able by reason of their health, after reasonable adjustments are made, of properly performing tasks which are intrinsic to the work for which they are employed.
- d. 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.

To comply with this regulation, PillarCare has established recruitment procedures that are operated effectively to ensure that persons meet this condition. This includes an enhanced background check with the Disclosure and Barring Service.

Under GDPR legislation, PillarCare is not permitted to release any personal information of any carers to Clients or Service Users and any requests for such information will be disregarded.

## 16. Training

**16.1** To ensure that all carers have the necessary competence and skills to provide support to Clients, PillarCare will make sure that every carer has completed all the necessary statutory and mandatory training requirements before they are placed with a Client. Carers are responsible for making sure that they attend all ongoing training to ensure the necessary competence and skills. Carers may be required to take some time-off to attend training. PillarCare will cover all absences for training as required.

**16.2** In the event that a Client's needs change and there is additional training required to meet the required competence and skills, PillarCare may be forced to make a change in carer, either temporary or permanent, at short notice.

## 17. Confidentiality

**17.1** 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.

**17.2** 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.

## 18. Insurance Claims

**18.1** 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 accidental damage to the vehicle, neither PillarCare nor a Carer will accept liability for any accident or accidental damage caused.

**18.2** 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 the Client will be responsible for making a claim from the insurance company for reimbursement.

## **19. 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, epidemic government lockdowns, war, riot, civil commotion, fire, flood or storms.

## **20. Covid 19**

When a Service User tests positive for Covid-19, PillarCare reserves the right to inform all carers supporting the Service User within the last 24 hours to minimise risks of further transmission.

PillarCare reserves the right to make any changes necessary to carers scheduled to support a Service User based on inherent risk to both Carer and Service User while the Service User is testing positive.

Covid-19 constitutes a force majeure event so PillarCare will not be responsible for any loss or damage suffered by a Client or Service User as a result of disruption to PillarCare's ability to provide the services specified to the Service User.

## **21. Complaints**

Complaints should be made in writing to PillarCare's office address or their email which is: [enquiries@pillarcare.co.uk](mailto: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:** 03000 616161

**Web:** [www.cqc.org.uk](http://www.cqc.org.uk)

## 22. PillarCare's Responsibilities in Respect of the Services

**22.1** 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.

**22.2** 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.

## 23. Service User Responsibilities

### The Client agrees:

**23.1** 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

**23.2** 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.

**23.3** 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

**23.4** 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

**23.5** 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

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

## **24. General**

**24.1** 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.

**24.2** 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. This includes ongoing assessment as required by CQC regulations.

**24.3** 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.

**24.4** 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.**