



Terms and Conditions

1. INTRODUCTION

Aviana Health Care Limited is regulated by the Care Quality Commission. We aim at all times to reach, and indeed exceed, the requirements of the Health and Social Care Act 2008 (Regulated activities 2010). (If you would like to see a copy, ask any of our office staff).

Our Care Quality Commission registration number is 1-9688914639

We try to provide excellent care. We will do everything possible to respect Your rights, particularly by observing the values of privacy, dignity, independence, choice, civil rights, security and fulfilment, which We know can easily be threatened by disability or illness. We recognise that providing care is a co-operative process and We will attempt to consult You and Your representatives as fully as possible.

These are the terms of the Agreement between Aviana Health Care Limited (“We”, “Us”, or “Our”) and “You”, “Your” and “Your home” (the Service User).

2. YOUR CARE

2.1 We will offer care which reflects Your needs and preferences and, in particular:

- We will visit You and Your home to discuss Your care requirements before We commence the Service or, in emergency situations, at the earliest opportunity within 2 working days of the Service commencing;
- We will work with You, Your family and any appropriate external social or health care professionals to carry out an assessment of Your needs and preferences for care and treatment which We will record in a Care Plan;
- We will enable and support You to be involved in decisions about the planning of Your care;
- We will design Our care and services with a view to ensuring Your wellbeing;
- We will make reasonable adjustments, where required, to meet Your individual needs;
- We will ensure that We have suitable facilities to meet Your needs and ensure Your safety; and
- We will assess the risks to Your health and safety of receiving care and do all that is reasonably practicable to mitigate such risks.



2.2 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.

2.3 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.

2.4 We will treat You with dignity and respect, ensure Your privacy and allow You as much autonomy, independence and involvement in Your care as You wish, subject to the health, safety and welfare of Our staff. We will encourage You to manage Your own care as much as practicable.

2.5 We will seek Your consent before giving any personal care to You. The care We provide will be appropriate and safe and will be provided by suitable staff.

2.6 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.

2.7 We will provide the Service set out in the Care Plan to You. This is based on an assessment of Your needs, undertaken before the service starts or as soon as possible thereafter.

2.8 We will formally review the Care Plan:

- (a) 4 weeks after commencement of the Service,
- (b) On a 6 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.

2.9 We will review the Care Plan with You, Your family and, where applicable, any other appropriate external social or health care professionals. You shall use Your best endeavours to participate in the review of the Care Plan.

2.10 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. We will continue to provide the Service to You during this period (unless We have given You notice to terminate under clause 14.10(c) and this Agreement has been terminated).

3. OUR FEES



3.1 We shall notify You prior to commencing each assignment the basis on which our fee will be calculated, which may be:

(a) The time spent in minutes and hours 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), and/or

(b) The unit rate per episode as set out in the Fee Schedule (the means of recording the number of episodes will be by way of timesheet).

3.2 We will invoice You on a fortnightly 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.

3.3 You will be responsible for the cost of travel for a Careworker travelling during their visit with you, at the rate of 40p per mile when the Careworker uses his or her own vehicle or any other travel costs if by public transport or taxi. In the event the care worker uses your vehicle; you will be responsible for insurance and any liability and ensuring that the Careworker is covered by your vehicle insurance policy prior to any such journey. Unless otherwise agreed prior to commencing care We will cover the Careworker(s) travel to and from client homes.

3.4 You will pay our Fees in accordance with the Fee Schedule and within 7 days of the date of each invoice.

3.5 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 14.10 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 Lloyds 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.

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

There is a change to the Service; and/or

The cost of providing the Service increases; and / or

A change is necessary in order to comply with any applicable safety, regulatory or statutory requirements.

At the discretion of the Managing Director or Board of Directors



3.7 Unless the increase in our Fees is because of a change to the Service We will give You and / or Your representative at least 28 days' notice of any increase in our Fees

3.8 If You do not agree to our increased Fees You may terminate this Agreement in accordance with clause 14.4.

3.9 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.

4. OUR STAFF

4.1 We will exercise reasonable care and skill to meet Your individual needs as set out in the Care Plan and to provide suitably trained, skilled, experienced and competent Employee to provide the Service.

4.2 Aviana Health Care will provide domiciliary care on the agreed days, duration and regularity, as agreed between You and Us, which are detailed on the contract summary sheet.

We will endeavour to provide care at your specified times, as far as is reasonably possible. 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.

4.3 We will endeavour to supply a named Careworker each time We supply the Service to You. On occasions of staff holidays or sickness, Aviana Health Care undertake to retain the running of the Service where reasonably possible, and will use its best endeavours to provide an alternative Careworker if available. The Company will not, however, be liable to you for failure to provide such alternative Careworker if the Company is unable to do so.

4.4 Where annual leave, sickness, availability and unforeseen events require us to supply an alternative Careworker to your previously named care worker, we will endeavour to give You as much advance notice as circumstances allow.

4.5 If a Careworker leaves an assignment early or fails to attend, or You are not satisfied with the standard of the Service, please telephone Aviana Health Care immediately, who will then endeavour to find a replacement Careworker as soon as reasonably practicable. Aviana Health Care will endeavour to provide the above Services to you when requested to do so, but does not accept any liability for its failure to do so.

4.6 Our Employee 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);

Assistance with Your finances, unless this is part of the Service specified in Your care plan;

5. PERMANENT ENGAGEMENT OF OUR STAFF

5.1 If You directly engage a Careworker You will be obliged to pay Us a Finder's Fee of £1,000.

5.2 If You introduce a Careworker to another employer, agency or organisation similar to Us which results in the engagement of that Careworker by the third party You will be required to pay Us an Introduction Fee of £500.

5.3 If You engage an employee directly You may become responsible for paying employers' national insurance contributions and maintaining employers' liability insurance in respect of the Careworker.

6. CONFLICT OF INTEREST / OFFERING OF GIFTS

6.1 The offering of personal consideration or benefit, or exercise of personal favour to any of our Employee is prohibited. Any offer of inducement or reward will be politely, but firmly, declined and reported to the Care Manager.

6.2 Articles of low intrinsic value, such as diaries, chocolates or similar small tokens of appreciation can be accepted but will be recorded to the Care Manager.

7. YOUR HOME AS A WORKPLACE

7.1 We will supply the following: all Employee personal protective equipment including aprons, gloves and a uniform. Employee are required to wear their uniform and appropriate protective equipment at all times, with the exception of escorted outings.

7.2 You will provide a safe environment and appropriate equipment to allow the Careworker to carry out the Service. This shall include:

- (a) To maintain a generally clean and safe home free of risks and hazards;
- (b) To maintain a safe route of access to and from Your home;
- (c) To supply any other equipment specified in the Care Plan and 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.



To provide all domestic cleaning equipment such as antibacterial hand wash vacuum cleaners, mops, irons, cleaning equipment etc;

To inform us of any communicable diseases in the household.

7.3 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. Where You are unable or unwilling to make the necessary changes We will take time to consider Our options and this could result in the withdrawal of the Service.

7.4 Arrangements for the staff of Aviana Health Care to enter and leave Your home are documented on the Company's computer system and any access codes are kept confidential and shared only with the relevant Employee, and details of any key code are sent to carers separately on a secure basis, for obvious security reasons.

7.5 Your telephone must not be used by Employee 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.

7.6 For live-in Employee you are required to provide at your own cost, meals for Care workers on residential duties and adequate facilities to rest and sleep for Employee on sleeping duties. You may not deduct the cost of meals or any other type of benefit in kind for a Careworker from the invoiced cost of providing the service. Please also see our live-in care guide for more detail.

7.7 We recognise Your right to smoke if You wish to. However, we also have a duty of care to our staff, and politely request that You and co-residents who smoke, smoke as little as possible, or not at all, during a care visit from a member of Our staff. We reserve the right to give notice should the working conditions become unacceptable due to high levels of smoke.

7.8 It is Our company policy that no staff member should smoke while on duty, in or outside Your home, even by invitation from You.

8. QUALITY ASSURANCE

8.1 Comments, compliments and complaints will be dealt with appropriately, and will be discussed with a senior member of the Management Team where appropriate. The Company will endeavour to deal with any such issue within 14 days



of receipt of it. Any complaints or comments about the service should in the first instance be addressed to a Manager of the Company.

8.2 Aviana Health Care is eager to provide a quality, person-centred, professional service and to make improvements wherever possible. Our monitoring and quality assurance arrangements take the form of spot checks and questionnaires, both of which involve the client. Individual supervision and appraisal of staff take place at appropriate intervals, and an officer of the Company may carry out a spot check of the Careworker at your premises, unannounced, from time to time.

8.3 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, the Care Quality Commission.

8.4 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.

9. COMPLIMENTS AND COMPLAINTS PROCEDURES

9.1 We want to make it as easy as possible for You, or someone acting on Your behalf, to let Us know Your views and thoughts, and strongly believe through listening and learning We will improve the quality of the services We provide as well as encourage good practice by Our staff. We want to make sure that everyone can contact and communicate with Us in an open and honest manner and urge anyone to please let Us know if You would like help in making Your views known.

9.2 We always encourage open communication about Your satisfaction or dissatisfaction with the service We provide and We want You to know that You can always tell Us about Your experiences of the service You receive and We welcome suggestions from You on how We can improve things. We welcome complaints as well as compliments, and look upon them as opportunities to learn, adapt, improve and provide better services.

9.3 Please contact any member of the team with any feedback You have and please find the registered managers contact details below should You wish to contact her at any time.

Registered Manager: Rutendo Chikowore

Contact Address: Grosvenor House, 3, Chapel Street, Congleton,
Cheshire, United Kingdom, CW12 4AB

Contact Phone: 01270 343 670



Contact Email: manager@avianahealthcare.co.uk

10. CONFIDENTIALITY

10.1 We will respect Your privacy and confidentiality but You agree that We may disclose confidential information (including sensitive personal data) about You to our Employee 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.

11. RECORDS

11.1 We will agree with You and/or with Your Responsible Person, a Care Plan which will specify the duties and tasks to be carried out. Any changes to the Care Plan must be formally agreed between You or Your Responsible Person and the Company.

11.2 We will ensure that the employee 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.

12. LIABILITY FOR DAMAGE

12.1 We do not accept responsibility for damage to the fabric, fixtures, fittings and contents of Your home, howsoever caused, and You should make sure that Your home and contents insurance covers this risk. However, We would accept Our legal responsibilities for any justifiable claim.

12.2 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 caused by the use of the motor vehicle by the Careworker to passengers, Your vehicle and / or third parties or their property.

13. WITHDRAWAL OF THE SERVICE

We reserve the right to withdraw a Careworker 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 Careworker undertake unreasonable or illegal activities.

14. CANCELLATIONS AND TERMINATION

14.1 You can cancel the Service at any time (and for any reason) within 14 days of the date of this Agreement (the “Cooling Off Period”). Further information on this right is contained in the Notice of Your Right to Cancel attached to this Agreement, however charges will be made to you for Services delivered prior to such termination.

14.2 To exercise the right to cancel you must inform the Manager of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).

14.3 You must give us at least 14 days’ notice in writing if You no longer require the Service or want to suspend the Service for a period of time, once the initial 14 day “cooling off” period has been exceeded. If such notice is not given, an invoice will be payable based on the care carried up to date, plus an additional sum of £500 for immediate termination, or £300 for 48 hour’s notice. These amounts shall be payable by You by reason of the inconvenience of not giving the appropriate notice, and to cover the Careworker(s) loss of income in addition to our administration costs in planning the care rotas.

14.4 Please note if You suspend the service for a period of time in accordance with clause 14.5 We cannot guarantee that the same Careworker will be available to attend Your home when You resume the Service.

14.5 On occasion it may be necessary for You to cancel one or more of your booked visits. For hourly care visits We require 48 hours’ notice of such a cancellation, to be given during office hours. For live in care We require 7 days’ notice of such a cancellation, to be given during office hours. Failure to do so will result in the full charge of the visit being levied, to cover the Careworker(s) loss of income. Cancellation of such visits MUST be reported to the main office and not to our Employee.

14.6 If You turn away a care worker at the door or shorten the visit, for any reason, You will be charged for the full time booked for that Careworker and We will use our best endeavours to provide an alternative Careworker if so required.

14.7 If Your visits have to be cancelled due to a medical emergency i.e. hospitalisation, then no charge will be made.

14.8 We have three pricing structures: 1) Standard, 2) Live In and 3) Short Term. Should You be on Our standard pricing but terminate the services within six week’s of commencing Our services, You will automatically be placed on to short term



pricing and an invoice will be raised to cover the difference up to short term rates for all care provided to date.

14.9 We may terminate this Agreement:

- (a) By giving 28 days' written notice for any reason; or
- (b) After giving 14 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 2.10.

14.10 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.

15. THIRD PARTY RIGHTS

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.

16. EVENTS OUTSIDE OUR CONTROL

16.1 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, such as Acts of God (for example, riot, civil commotion, fire, flood, fuel shortages, strikes or labour disturbances and transport disruptions whether involving Our Employees or any other party). All reasonable endeavours, in such an event, will be made to provide Employee, though this provision of care may be suspended while the interruption continues. We will not be liable to You for any loss You may have suffered and/or cost You may incur as a result of the interference or interruption.

16.2 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.

17. GENERAL

17.1 We may vary these terms and conditions in writing by giving You and / or Your representative at least 14 days' notice. If You do not agree to the variation You may terminate this Agreement in accordance with clause 14.4.



17.2 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.

17.3 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.

17.4 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).

17.5 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.

17.6 This Agreement shall be constructed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

17.7 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.aspx.

17.8 Should this Agreement remain unsigned for any reason but the Service accepted i.e. care having commenced; this Agreement will be taken as implied and in force.