**Agreement for Services**
Agreement for Service is made on Click or tap to enter a date.

**Contractor’s Details**

Click or tap here to enter text.

**Client’s Details**
 Title: ­­­­­­­ Click or tap here to enter text. First name: Click or tap here to enter text. Surname: Click or tap here to enter text.

 Address: Click or tap here to enter text.

Telephone number: Click or tap here to enter text. Mobile number: Click or tap here to enter text.

Email address: Click or tap here to enter text.

**Commencement Date:** Click or tap to enter a date.

**Termination Date:** the date on which **the contractor’s** appointment hereunder is terminated.

**Definitions**

**We/The contractor:** The individual or organisation entering into this agreement to provide professional support services on a self-employed basis.

**You/Your/The client:** The customer purchasing the services agreed under this agreement, or in the alternative and where applicable, the person in receipt of the support services.

**Services:** With effect from the commencement date, **the contractor** is appointed as a self-employed Personal Asssistant. **The contractor** agrees to carry out the duties for **the client**, together with other related services during appointment under this agreement. These support duties will include but not limited to Click or tap here to enter text.

**Fees:** Click or tap here to enter text.

An invoice will be issued to **the client** either after completion of the services set in this agreement where those services are temporary and one-off arrangements in nature.

Where this agreement for services provides for a retained ongoing arrangement **the contractor** will issue an invoice periodically and payment must be made within 30 calendar days by the payment method suggested in **the contractors’** invoice.

As a self-employed **contractor** it is agreed that all liabilities for tax, National Insurance, public liability insurance and the running of any vehicle which may be necessary for **the contractor** to perform their services, will be the sole responsibility of **the contractor**.

Signed: Signed:

Name of the client: Name of the contractor:

Date: Date:

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| --- | --- |
| **Duties*** **The contractor** will provide the services with due attention and skill to care for **the client**.
* To carry out the services in an expert and diligent manner and to provide services to a high standard.
* Promptly and faithfully to comply with and observe all lawful, reasonable and proper requests by **the client** within the scope of services agreed under this agreement.
* **The contractor** will provide a substitute worker in the event that **the contractor** cannot perform the work personally in line with the section of this agreement named Delegation of Work.
 | **Delegation of Work**The services agreed under this agreement do not require **the contractor** to perform the work personally and **the contractor** has full right of and responsibility to substitute a replacement worker in the event **the contractor** is incapacitated and cannot perform the work personally. **The contractor** must promptly notify **the client** in the case of illness or accident that prevents the performance of the services in accordance with this agreement. **The contractor** will notify **the client** as soon as reasonably possible that a substitute worker will be sent to complete the services set out. **The contractor** will ensure that the substitute is suitably skilled to perform the work and public liability insurance is in place to cover their work.  |
| **Equipment**Where the services agreed under this agreement involve support in the home environment **the client** agrees to allow use of home-based facilities such as access to the kitchen and bathroom facilities to ensure proper performance of **the contractor’s** duties. **The contractor** will provide and pay for own tools, machinery, equipment, materials and support staff where such equipment is general in nature and not specific to the individual needs of **the client**. Where **the client** has the need for specialist equipment to provide for their specific needs which cannot be described as general, such as wheelchairs, hoists, medicine, medical dressings or treatments, **the client** will ensure that they are provided, are safe for use by **the contractor** and that adequate stocks are available to allow proper performance of **the contractor’s** support duties. | **Warranties****The contractor** warrants to **the client** that:* By entering into this agreement, **the contractor** will not breach of any obligations to or agreements with any third party.
* Will take out and maintain throughout the term of this agreement adequate insurance in respect of public liability insurance coverage to protect against any liabilities arising out of this agreement and shall produce, on request, a copy of the insurance policy certificate for inspection by **the client**.
* Will take out and maintain throughout the term of this agreement adequate employer’s liability insurance coverage (minimum £5 million cover) to protect against any liabilities arising out of this agreement in respect of all and any workers **we** utilise to carry out the services and shall produce, on request, a copy of the insurance policy certificate for inspection by **the client**.
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| **Severability**If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this agreement shall continue in full force and effect if this agreement had been signed with the invalid, illegal or unenforceable provision eliminated. | **Law and Jurisdiction** This agreement is governed by the laws of Choose an item.and the parties submit to the jurisdiction of the courts of Choose an item. |

**Confidentiality**

On occasion **the contractor** and any individual appointed by them to complete the services set out in this agreement will come upon information which is not defined as personal data, but which is private and involves a matter sensitive to **the client**. **The contractor** agrees to keep confidential any such information and will not retain any evidence of such information unless it is necessary for the purpose of complying with a legal or statutory purpose.

**Termination**

Where the agreement for services involves a retainer for indefinite arrangement either party at any time shall have the right to terminate this agreement by giving no less than one month’s notice in writing to the other party.

**Reasons for summary termination**

In addition, **the client** shall have the right to terminate this agreement summarily without any payment in lieu in the event of the **contractor**:

* being in the material or persistent breach of any of the terms of this agreement;
* having a bankruptcy order made against **the contractor** or making any arrangements with creditors or having an interim order made against **the contractor**.
* being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
* persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the services, including a failure to remedy any fault in work produced within a reasonable period of time of being notified of that fault; or
* doing any action manifestly prejudicial to the interests of **the client** or which may, in the opinion of **the client**, bring it into the dispute;

and **the contractor** shall have no claim against **the client** in respect of the termination of the appointment for any of the reasons specified above.

Where the agreement for services set out in this agreement is for a specific task or activity, or fixed period of not more than one month, **the client** may not terminate this agreement and will be liable for the full fees of the service where **the contractor** has been asked not to complete performance of the agreement. This condition is subject to there not being a reason to summarily terminate in accordance with reasons for summary termination above.

**Privacy Statement**

**The contractor**, who for the purposes of the Data Protection Act 1998 is the ‘data controller’ must collect personal data in the performance of their duties under this agreement. This data includes:

* **The client’s** name, address and contact details including telephone numbers and email address
* **The client’s** date of birth
* **The client’s** ethnicity, cultural and religious requirements where appropriate to provide for the **client's** faith, social and comfort needs
* Details about the **client’s** health, treatment and care plans
* Contact details of family members, acquaintances and professional support services connected with the **client**
* **Your** financial details where they have been provided for the payment of fees falling due under this agreement.

**The contractor** will process this data for the purpose of performance of this agreement. Data may also be used where **the contractor** is under a legal obligation to do so or where it is necessary and proportionate to safeguard the interests of **the client** and/or the public interest.

**The contractor** may receive and share data with the following parties in order to assist them in the management of their duties and fulfil the purpose set out above:

* The purchaser of the services (where they are not otherwise the individual receiving support)
* The Local Authority or NHS Clinical Commissioning Group which is responsible for funding the care required
* Third sector support organisations or funding bodies authorised by **the client** to support their care needs
* Social Services
* Accountants, Solicitors, Insurance Companies and other professional business service providers
* Personal agents of **the client**, such as family members, friends or other employees and support workers, where **the client’s** physical or mental health prevents adequate performance of this agreement and **the contractor’s** duty of care to **the client**.
* Employees of **the contractor** and any other contractor who may be appointed by **the contractor** to fulfil the services provided for by this agreement.

All third parties to this agreement are required to take appropriate security measures to protect **your** personal information in line with this policy. They are not allowed to use **the client’s** personal data for their own purposes. Permission will only be granted for them to process **your** personal data for specified purposes and in accordance with **the contractor’s** instructions.

Data will be retained for as long as necessary to fulfil the purposes it was collected for in accordance with this policy. Where Data is considered sensitive data (such as health records, religious and cultural requirements) to determine the appropriate retention period for Data consideration will be given to the amount, nature, and sensitivity of the Data collected, the potential risk of harm from unauthorised use or disclosure of **your** personal data, the purposes for which data is processed and whether those purposes can be achieved through other means, and the applicable legal requirements.

**Your** rights, in certain circumstances, regarding **your** personal data include:

* Request access - There is no charge for this request which will be responded to within the statutory timeframe
* Request correction of the personal information
* Request erasure of **your** personal information.
* Object to processing of **your** personal information where we are relying on a legitimate interest (or those of a third party) and there is something about **your** particular situation which makes **you** want to object to processing on this ground.
* Request the restriction of processing of **your** personal information. This enables **you** to ask us to suspend the processing of personal information about **you**, for example if **you** want us to establish its accuracy or the reason for processing it.
* Request the transfer of **your** personal information to another party.

In the limited circumstances where **you** may have provided **your** consent to the collection, processing and transfer of **your** personal information for a specific purpose, **you** have the right to withdraw **your** consent for that specific processing at any time. To withdraw **your** consent, **you** must notify **the contractor**. **The contractor** reserves the right to update this privacy notice at any time and will provide **you** with a new privacy notice when substantial updates are made. From time to time **you** may also receive notification in other ways about the processing of **your** personal information.