



Respite

Terms and Conditions

Ashmount, Lower Northdown Avenue, Margate, CT9 3BX – 01843 294265

Directors: Patricia Ryan-Allen and Lian Palmer

Registered Manager: Patricia Ryan-Allen

Viking Care Respite Terms & Conditions of Service

Viking Care Respite hereinafter referred to as 'the Respite' offer a definite /provisional place to the Individual referred to overleaf who is to join the Respite on the following terms. These terms and conditions relate to the contract between the Respite and the parent/ guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

1 Registration and Bookings

A registration is not complete and confirmed until the parent/guardian submits the registration form to the and the placement is accepted by the registered manager.

Bookings must be made via the Viking Care website, and changes or cancellations to bookings@vikingcare.co.uk

Bookings can be made for Monday to Friday (check out), Friday to Monday (check out) or Monday to Sunday (Check out)

Check In Time is 4PM, Check Out Time is 10am.

2 Offer acceptance

Respite is not confirmed until confirmation is sent to you from the respite manager.

3 Payment fees

- (i) Payment of Respite fees to the Respite for the Individual's attendance at the Respite shall be made by the parent/guardian in arrears, on a 4-weekly invoice basis.
- (h) If the payment of fees referred to in (i) above shall be outstanding for more than 14 days then the Respite may serve 14 days notice in writing to terminate this contract. Upon termination of this contract the Individual shall cease forthwith to be admitted to the Respite, and the Respite's notice to so terminate shall be regarded as a formal demand for all outstanding monies.
- (iii) The Respite reserves the right to increase the said fees at any time upon giving one calendar month's written notice of the proposed increase to the parent/guardian.

4. Transportation

(i) Where possible, we will use public transportation to enable personal independence. Please ensure your young person has the relevant Plus 1 or Plus 2 bus pass, or pocket money to pay for their carer.

(ii) If your young person has a mobility car, we will liaise with you to use this if possible for trips. The cost of fuel will need to be provided.

(iii) There may be occasion opportunity to use the Viking Care car where available.

5 Medication

If your young person requires medication, you must provide both of the following, upon checking in for respite.

- a. A Completed Viking Care Medication Booking In and Out Form
- b. A Completed MAR (Medication Administration Record) Chart from your Pharmacist. Please note: All medications must conform to the standards as set out in the Medication Booking Form.

6 Reasonable Use of The Property

Although we endeavour to ensure challenging behaviour is managed wherever possible, there may be situations where damage to property or the environment is beyond the reasonable expectation of the landlord. Under these circumstances, it may be necessary to invoice the booker for repaying of damages or repairs, or contribution towards insurance excesses.

7 Cancellation / Termination

- (i) After an offer has been made by the Respite but before acceptance by the parent/guardian either party may cancel the offer by serving 14 days written notice to bookings@vikingcare.co.uk.
- (ii) Respite Services will be charged in full if less than 14 days notice is given to cancel
- (v) If in the reasonable opinion of the Respite manager or person of similar standing or authority it is considered that the continued presence of the Individual referred to herein is detrimental to the

health, safety or well being of the Individual or other staff so employed then the Respite may serve notice to the parent/guardians or a request for the Individual to be immediately removed from the Respite and the provision of two weeks notice as referred to in sub-clause (ii) hereinbefore stated shall not apply

8 Non-solicitation of staff

The parent/guardian of the Individual, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of six months following its termination (howsoever terminated) that he /she will not seek to employ, entice away or attempt to entice away from the employment of Viking Care Respite Limited ('the Company') any person or persons employed by the Company at the date of termination of the agreement between the Company and the parent/guardian or any person or persons who was employed by the Company in the six months preceding the date of termination of the agreement between the parent/guardian and the Company. If the parent/guardian shall breach the aforementioned clause then he/she shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing the said member of staff to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

9 Variation

- (i) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the Respite and the parent/guardian, any such agreement being in writing from a Director of the Company or the Respite Operations Manager.
- (ii) It is hereby recognised that the Respite is owned by Viking Care Limited (hereafter called 'the Company') and the members of staff at the Respite are employees of the Company.
- (iii) The employees of the Company at the said Respite are not authorised to bind the Company in respect of the following matter:
 - a) The variation of any terms of this agreement except attendance schedule.
 - b) The entering into of agreements be they oral or written with the parent/guardian as to payment schedules of current fees or arrears of fees.
 - c) The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with clause 3.
 - d) Any representation as to the rights of the Company to take legal or other proceedings.

10 Acceptance

The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

