



## **Life Skills Centre and Community Support**

### **Terms and Conditions 2020/21**

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

Directors: Patricia Ryan-Allen and Lian Palmer

Registered Manager: Patricia Ryan-Allen

# Viking Care Life Skill Centre

## Terms & Conditions of Service

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

### 1 Registration

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

### 2 Offer acceptance

A deposit as is referred to on the fee sheet shall be paid by the parent/guardian to the Life Skills Centre on the acceptance of the offer and that deposit shall not be returnable unless two weeks notice in writing is provided to the Life Skills Centre manager. The deposit is not deductible from the first month's fees.

### 3 Payment of Life Skills Centre fees

- (i) Payment of Life Skills Centre fees to the Life Skills Centre for the Individual's attendance at the Life Skills Centre 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 Life Skills Centre 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 Life Skills Centre, and the Life Skills Centre's notice to so terminate shall be regarded as a formal demand for all outstanding monies.
- (iii) The Life Skills Centre 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 Calculation of fees

- (i) The Life Skills Centre year runs from April 1st to March 31st. The Life Skills Centre closes for Bank Holiday Days at Christmas only.
- (ii) The fees payable by the parent/guardian are calculated by taking the Individual's annual funding agreement, dividing by 13 to give a set 4-weekly payment which is required in accordance with clause 3(i). The Life Skills Centre does permit the payment of fees on a daily or weekly basis. Payments are accepted using BACS or Cheque.
- (iii) The Life Skills Centre does not permit the pro-rata reduction of payment fees if the Individual is absent from the Life Skills Centre due to illness or holidays whilst the Life Skills Centre is open. The parent/guardian is therefore obliged to make full payment. In the event of payment not being made then the Life Skills Centre reserves its right to terminate this agreement in accordance with clause 3(ii).

### 5 Cancellation / Termination

- (i) After an offer has been made by the Life Skills Centre but before acceptance by the parent/guardian either party may cancel the offer by serving 7 days written notice.
- (ii) After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of 4 weeks notice in writing. During that said 4 weeks period the Life Skills Centre undertakes to continue to admit the Individual and the parent/guardian undertakes to pay all fees due. In the event of the parent/guardian failing to pay the due fees the Individual's place shall be immediately withdrawn and the Life Skills Centre shall be entitled to serve a formal demand for payment of such monies, (iii) In the event of the parent/guardian giving notice to withdrawal of the Individual and immediately withdrawing the said Individual there shall be due to the

Life Skills Centre 4 weeks fees in lieu of notice. Failure by the parent/guardian to provide 4 weeks notice or any notice at all shall render the parent/guardian liable to the Life Skills Centre for 4 weeks fees.

- (iv) Notice must be by email to the Life Skills Centre manager – Patricia.ryanallen@vikingcare.co.uk
- (v) If in the reasonable opinion of the Life Skills Centre 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 Individual of the said Life Skills Centre or the teachers or other staff so employed then the Life Skills Centre may serve notice to the parent/guardians or a request for the Individual to be immediately removed from the Life Skills Centre and the provision of two weeks notice as referred to in sub-clause (ii) hereinbefore stated shall not apply

### 6 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 Life Skills Centre 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.

### 7 Variation

- (i) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the Life Skills Centre and the parent/guardian, any such agreement being in writing from a Director of the Company or the Life Skills Centre Operations Manager.
- (ii) It is hereby recognised that the Life Skills Centre is owned by Viking Care Limited (hereafter called 'the Company') and the members of staff at the Life Skills Centre are employees of the Company.
- (iii) The employees of the Company at the said Life Skills Centre 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.

### 8 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.

# Viking Care Supporting Independence Community Support

## Terms & Conditions of Service

These terms and conditions relate to the contract between the Viking Care and the parent/ guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

### 1 Registration

Viking Care do not offer an ad-hoc service, and will offer regular appointments, although we can be flexible within these parameters.

### 2 Offer acceptance

**The individual is not accepted as a client until these forms are submitted, and the Registered Manager accepts the individual.**

### 3 Payment of Community Support fees

- (i) Payment of Community Support fees to Viking Care for the Individual's Community Support shall be made by the parent/guardian in arrears, on a 4-weekly invoice basis.
- (ii) If the payment of fees referred to in (i) above shall be outstanding for more than 14 days then Viking Care may serve 14 days notice in writing to terminate this contract. Upon termination of this contract the Individual shall cease forthwith to be provided with Community Support, and the Viking Care notice to so terminate shall be regarded as a formal demand for all outstanding monies.
- (iii) Viking Care 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 Calculation of fees

- (i) The Community Support year runs from April 1st to March 31st. Community Support closes for Bank Holiday Days at Christmas only.
- (ii) The fees payable by the parent/guardian are invoiced on a 4 weekly basis in arrears by invoice. Viking Care does permit the payment of fees on a daily or weekly basis. Payments are accepted using BACS or Cheque.
- (iii) Viking Care does not permit the reduction of payment fees if the Individual is absent from the Community Support provision due to illness or holidays unless 14 days notice is given to change a regular appointment, or 7 days notice for an ad-hoc appointment. An appointment is considered to be 'regular' if the appointment stands without individual request for support.

The parent/guardian is therefore obliged to make full payment. In the event of payment not being made then the Community Support reserves its right to terminate this agreement in accordance with clause 3(ii).

### 5 Cancellation / Termination

- (i) After an offer has been for Community Support but before acceptance by the parent/guardian either party may cancel the offer by serving 7 days written notice.
- (ii) After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of 4 weeks notice in writing. During that said 4 weeks period Viking Care undertakes to continue to admit the Individual and the parent/guardian undertakes to pay all fees due. In the event of the parent/guardian failing to pay the due fees the Individual's place shall be immediately withdrawn and Viking Care shall be entitled to serve a formal demand for payment of such monies, (iii) In the event of the parent/guardian giving notice to withdrawal of the Individual and immediately withdrawing the said Individual there shall be due to the Community Support 4 weeks fees in lieu of notice. Failure by the parent/guardian to provide 4 weeks notice or any notice at all shall render the parent/guardian liable to the Community Support for 4 weeks fees.
- (iv) Notice must be by email to the Community Support manager – Patricia.ryanallen@vikingcare.co.uk
- (v) If in the reasonable opinion of the Community Support 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 Individual of the said Community Support or the teachers or other staff so employed then Viking Care may serve notice to the parent/guardians or a request for the Individual to be immediately removed from the Community Support and

the provision of two weeks notice as referred to in sub-clause (ii) hereinbefore stated shall not apply

### 6 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 Community Support 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.

### 7 Variation

- (i) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of Viking Care and the parent/guardian, any such agreement being in writing from a Director of the Company or the Manager
- (ii) It is hereby recognised that the Community Support is owned by Viking Care Limited (hereafter called 'the Company') and the members of staff at the Community Support are employees of the Company.
- (iii) The employees of the Company at the said Community Support 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.

### 8 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.

