



# Client Handbook



Phoenix (SW) Ltd t/a Phoenix Care. Reg Office: 105 Bailbrook Lane, Bath BA1 7AL  
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CQC Provider ID: 1-5075049533 Ltd Co: 07094584

# Phoenix Care Client Handbook

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(provided as a separate document)

This document about homecare can be made available in a range of languages, large print, Braille, on tape, electronic and accessible formats by contacting us via email to [zoe.aldridge@phoenixsw.co.uk](mailto:zoe.aldridge@phoenixsw.co.uk) or by telephone on 07871 305192



## **Welcome!**

My name is Tom Greenwood, and I am Managing Director of Phoenix Care and I wanted to introduce you to the organisation which will be providing you with your support.

Phoenix is a care agency which supports people in Bath & NE Somerset and the surrounding areas. We first started helping people arrange personalised support in 2009 and since then we've developed an approach that we feel is quite different from other agencies.

Our philosophy is as follows

- We listen to what you say and respect your choices.
- We work with you and your loved ones to formulate your care package.
- We offer continuity: you will be supported by a consistent and small team providing which is able to provide less intrusive care.
- You will be able to regularly meet with your own key worker.
- We are flexible and innovative and able to adapt quickly to suit your changing needs and choices.
- We are committed to always meeting or exceeding your expectations to achieve better outcomes.

## **Getting in touch with us:**

Our office is at Unit 3G, St Peter's Business Park, Radstock, BA3 3BX and is open 9am-5pm Monday to Friday. You can contact us on 01761 414558 during office hours or on 07871 305192 out of hours. You can reach us by email on [zoe.aldridge@phoenixsw.co.uk](mailto:zoe.aldridge@phoenixsw.co.uk)

Kind regards

A handwritten signature in black ink, appearing to be "Tom Greenwood", written on a light grey background.

Tom Greenwood  
Managing Director  
Phoenix Care

# Statement of Purpose

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## **AIMS & OBJECTIVES OF Phoenix (SW) Ltd**

Phoenix SW Ltd is a family run business founded in 2009 in Bath. Phoenix SW Ltd was founded originally to support residents of Bath & NE Somerset to set up and run their own Self-Managed Care Packages, otherwise known as Self Directed Support (SDS) or when packages are local authority funded, Direct Payments. The main commonality of these arrangements is that individuals are able to personalise their support arrangements by employing their own Personal Assistants who can meet their needs in ways that give them more flexibility and control over their care.

Phoenix registered as a Care Agency in January 2020 but it has remained our core belief that anyone requiring support to live independently should have as much choice and control over their care arrangements possible, so we have since set about creating a model of service delivery that combines the best of Registered Agency Provision and Self Directed Support which we believe has several unique features.

- Firstly, we respect, acknowledge build upon and invest in the skills and experience of our front line staff, rewarding them appropriately and devolving to them as much responsibility and accountability for all aspects of the support of their clients as possible.
- Secondly, support is provided to each client by a consistent team made up of a small number of Personal Assistants who share between them responsibility for that client's care requirements, who wherever possible are lead by a Team Leader or Key Worker who themselves is a regular member of that team

## **Welcome**

We are available to deliver a service to disabled and older residents of Bath & N E Somerset, Bristol, Wiltshire, South Gloucestershire and Somerset who can choose to receive the following types of support

1. Personal care (defined as any physical, supervision and/or prompting given so that an individual can carry out daily living tasks themselves)
2. Medication management
3. Short notice support provision
4. Housekeeping, shopping, and domestic work
5. Support with cooking and preparing meals
6. Companionship and leisure
7. Transport
8. Support with exercise programmes
9. Personal organisation and goal planning
10. Domestic management

## **Support Objectives**

The Agency aims to:

- \*Offer skilled care to enable people supported by us to achieve their optimum state of health and well-being.
- \*Treat all people supported by us and all people who work here with respect at all times.
- \*Uphold the human and citizenship rights of all who work and visit here and of all Service Users.
- \*Support individual choice and personal decision-making as the right of all Service Users.
- \*Respect and encourage the right of independence of all Service Users.
- \*Recognise the individual uniqueness of Service Users, staff, and visitors and treat them with dignity and respect at all times.
- \*Respect individual requirement for privacy at all times and treat all information relating to

- individuals in a confidential manner.
- \*Recognise the individual need for personal fulfilment and offer individualised programmes of meaningful activity to satisfy the needs of Service Users and staff.

### **Details of Registered Provider, Nominated Person and Registered Manager**

#### **Registered Provider:**

- Name: Phoenix (SW) Ltd
- Address: Unit 3G, St Peters Business Park , Cobblers Way, Radstock. BA3 3BX
- Experience: Phoenix (SW) Ltd has been operating as a Direct Payment Support Provider in Bath & NE Somerset since 2009. During that time we supported more than 200 people with a wide variety of medical conditions and disabilities to develop establish self directed support arrangements. This has involved the recruitment and support of more than 300 Personal Assistants and carers.
- We have been registered with the CQC since December 2019

#### **Nominated Person:**

- Name: Tom Greenwood
- Address: Unit 3G, St Peters Business Park , Cobblers Way, Radstock. BA3 3BX
- Experience: Tom Greenwood has over 30 years experience working with organisations in the field of health and social care. For the past 9 years he has been Managing Director of Phoenix (SW) Ltd, which has delivered Direct Payment Support Services to over 200 individuals in Bath & NE Somerset.

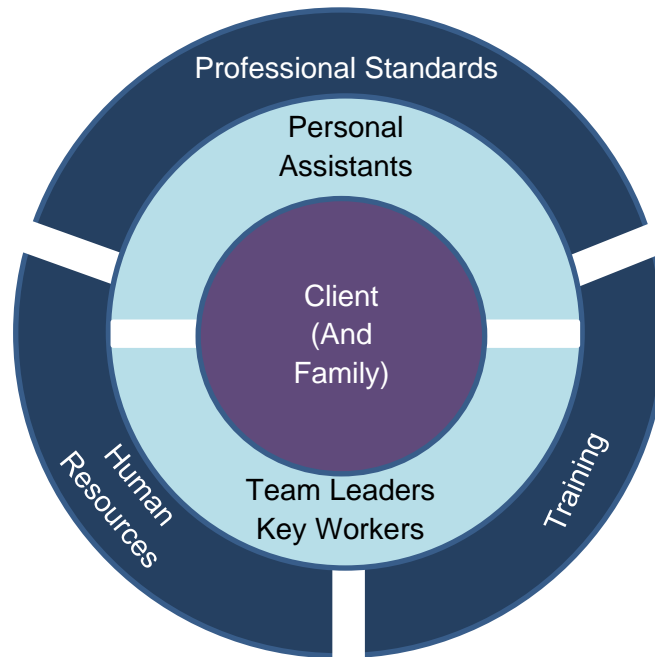
#### **Registered Manager:**

- Name: Ms Charlotte Aldridge
- Address: Phoenix (SW) Ltd, Unit 3G, St Peters Business Park , Cobblers Way, Radstock. BA3 3BX 01761 414558
- Qualifications:  
2018-2022- NHS Enhanced Care Certificate
- Experience:  
NHS-Wiltshire Health and Care 2018-2021-AC/Rehab Coordinator.  
Orders of St Johns Care Trust- 2015-2018- Activities Coordinator, Wellbeing support. Dignity Champion.

### **Our Staff**

We recognise that, to deliver a good care service, we need to recruit the right individuals. We base the recruitment of all our staff on commitment, compassion and shared values. All of our staff have had DBS checks. We expect our staff to be committed to providing the best possible care, they must be passionate about caring for others and be able to demonstrate that they share our values and ethos. The team consists of the Registered Manager and the Deputy Manager.

# Organisation of the Phoenix Care



## **Phoenix Care puts the client at the heart of what we do.**

All critical decisions about how best we can meet the care and support requirements of each client are to take place within the actual team that provides support to the client.

This places Team Leaders and Key Workers supporting Personal Assistants at the heart of our service. They are in turn supported by Training, HR and Professional Standards.

## **Clients (and families)**

Have an expectation of consistent, responsive, professional, high quality person centred support

## **Personal Assistants (PAs)**

Deliver and document the delivery of person centred support, building fulfilling relationship with clients and engaging productively with other community professionals.

## **Key Workers (KWs)**

Understand their clients, their families, the key professionals and their teams

## **Team Leaders (TLs)**

Understand their clients, their families, the key professionals and their teams **and** document effective care delivery through the creation and maintenance of care plans

## **Coordinator**

The Coordinator is responsible for supporting Key Workers, care planning and monitoring staffing

## **Professional Standards**

Professional Standards are the responsibility of the Registered Manager and Operations Manager. Maintaining professional standards ensures the delivery of quality care and professional accountability

## **Human Resources**

The HR Manager and HR Administrator maintain an aligned and motivated staff body by ensuring the fair and equitable treatment of all staff

## **Training**

The Training Manager and Trainer support the delivery of quality care by the continuous professional development of staff

## Description of Our Services and Facilities

### Services Offered

The following services are provided at The Agency's location:

- Domiciliary care service

The following regulated activities apply to services provided by The Agency:

Personal Care: which refers to physical help given to a person and any supervision and prompting of an individual to carry out daily living tasks themselves

The Agency provides the following specialisms/services

- Dementia
- Learning disabilities
- Personal care
- Physical disabilities
- Sensory impairments
- Substance misuse problems
- Caring for children (0 - 18yrs)
- Caring for adults under 65 yrs
- Caring for adults over 65 yrs

The following Care and Support Services are provided by The Agency:

- Domestic Support
- Social Support
- Companionship
- Assistance with medication

Service User Care Plans are reviewed on an individual basis, according to assessed need and regulatory and contractual requirements.

### Therapeutic Activities

Phoenix (SW) Ltd has a policy of promoting the maintenance of Service Users' normal social network and social activities. The Service User's Care Plan includes a facility for recording life history, social networks and contacts, and preferences for activities and hobbies in order that the Service User is supported to access those networks and activities which are appropriate and desired.

### Making a Complaint and Giving Compliments

We believe that complaints and compliments are a valuable indicator of the quality of our service, and an opportunity to improve that quality. We assure all Service Users that no-one will be victimized for making a complaint, we encourage Service Users to instigate the complaints procedure whenever they feel that this is necessary. We do not wish to confine complaints to major issues. We encourage Service Users to comment when relatively minor matters are a problem to them, such as receiving cold food, being kept waiting without explanation, or being spoken to in a manner that they do not like. It is our policy that all matters which disturb or upset a Service User should be reported, recorded, and corrective action should be taken. Only in that way can we work towards meeting our aim of continuously improving our service.

Our commitment is that:

- All complaints will be taken seriously;
- All complaints will be acted upon with fairness and impartiality;
- You will receive a response within 3 working days of the complaint being made, and received and a final reply

- within 28 days;
- If the complaint is upheld, you will receive a written apology and appropriate action will be taken to rectify the complaint, and you will be informed of what that action is;
- Service Users are entitled to involve an impartial third party in the complaint procedure if they so wish.

Service Users and their representatives may take their complaints to persons in authority outside The Agency. For Service Users funded all or in part by Social Services or the Clinical Commissioning Group, complaints may in the first instance be directed to them. For privately funded clients, a range of advocacy services are available locally and they will be happy to help you deal with the complaint. In the event of a serious issue and complaint, you should contact the CQC.

To make a complaint you can call the office on **01761 414 558** or email **charlotte@phoenixsw.co.uk**. If you would like us to send you a paper form, please let us know

**Addresses:**

<p style="text-align: center;"><b>Director of Social Services: 01225 396000</b></p>	<p style="text-align: center;"><b>Care Quality Commission: Care Quality Commission (CQC) National Correspondence Citygate, Gallowgate Newcastle upon Tyne NE1 4PA Tel: 03000 616161 Fax: 03000 616171</b></p>
<p style="text-align: center;"><b>Local Clinical Commissioning Group: BANES CCG <a href="http://www.bathandnortheast Somersetccg.nhs.uk/">http://www.bathandnortheast Somersetccg.nhs.uk/</a></b></p>	<p style="text-align: center;"><b>The Local Government and Social Care Ombudsman PO Box 4771, Coventry CV4 0EH, Tel: 0845 602 1983 or 024 7682 1960,  Fax: 024 7682 0001, <a href="mailto:advice@lgo.org.uk">advice@lgo.org.uk</a></b></p>

**Advocates**

Service Users have the right to access external agents who will act in their interests to help them solve problems, discuss concerns etc. The Registered Manager will be happy to provide information on local advocacy groups and other support networks.

Some of those currently known to us are:

- » Swan Advocacy 03333 447928  
<https://swanadvocacy.org.uk/>
- » Your Say Advocacy  
<http://www.yoursay-advocacy.co.uk>

**Arrangements for your voting rights can be made through the:**

Electoral Services, 15 High St, Bath BA1 5AW. Telephone 01225 477333

**Other documents**

You are invited to review the latest CQC inspection report on the establishment, and the latest summary of Service Users' and Service Users families' views on the Services offered. These are not included in this pack because they rapidly become out of date. A copy of each will be given to you on the service commencement & subsequently published on the notice board in The Agency, and copies are available from the manager at any time.



# Accessing your Records

**Records:** Phoenix uses secure electronic systems to maintain client records such as rosters, care plans, risk assessments and daily logs. You and your representatives are entitled to view any of this information by contacting the office.

**Care logs:** Daily care logs can be made available to view on your smart phone if you are authorised to be included in a 'care circle'. Access to daily logs will require downloading an app called Birdie and for Phoenix Care to grant you access. Please call the office if you would like this arrangement put in place.

**Rosters:** Rosters can be emailed out to you and any other authorised individuals on a monthly basis or upon request.

**Care Plan:** A paper copy of your care plan will be available in your home, along with a Client Handbook which provides some important information about Phoenix Care. Your care plan will be reviewed at regular interviews and when updated a revised copy will be sent out to you.

**Invoices:** If you are funding your care privately, invoices are sent out on a four weekly basis and will detail all care shifts that have occurred during that period and the total cost of the care provided.

## Privacy and Dignity

We aim to respect your privacy and dignity at all times. Please speak out, or speak to the supervisor or Registered Manager if your privacy or dignity is not being respected.

### Service User's privacy:

All Service Users have the right to be alone or undisturbed and to be free from public attention or intrusion into their private affairs. The staff of The Agency are guests in the Service User's residence.

Staff will enter a Service User's property and rooms within the property only with express consent.

Staff of The Agency respect the rights of Service User' to make telephone calls without being overheard or seen by a worker.

Records will be designed, used and stored so as to assure privacy. Legislative controls over records, such as the Data Protection Act, will be adhered to, and the Service User's explicit permission in writing will be sought before information is passed to any person other than those directly concerned with the Care of the Service User.

Records will be made available to the Service User's principal Care Worker and family according to the wishes of the Service User.

### Service User's dignity

Your dignity is a matter of prime importance to us, and all staff receive training in this area.

You will be asked for the name by which you wish to be addressed, and this name will be recorded on your Service User Plan and used by all staff. You are perfectly entitled to ask that your principal carers use one name, and others use another name. The level of familiarity is under your control. In the absence of information to the contrary, staff will address you formally, using your title and surname.

Staff are trained to be sensitive to your feelings when in company.

The Agency seeks to reduce any feelings of vulnerability which Service Users may have as a result of disability or illness.

**Complaints Form**

Date:
Details of complaint:
The outcome that you expect:
Your name:
Signed:
Date received:
Received by (sign):

# Privacy Notice

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At Phoenix SW we respect and value the privacy of all of our clients and will only collect and use personal data in ways that are described below.

This privacy notice is designed to show you;

- What information is collected
- How it is collected
- How it is held and processed
- It also explains your rights under the law relating to your personal data.

What Personal Data do you collect?

- Name
- Date of birth
- Gender
- Address
- Contact details
- Payment information
- Medication, health and medication information
- Next of Kin/ POA/ relevant parties involved in your care
- Your preferences and interested and lifestyle preferences
- Information about the service we are providing you
- Information about your property
- Your complaints, compliments or concerns about the service we provide
- Any accidents and incidents or near misses you may have been involved in whilst on our premises or whilst our employees are delivering a regulated service to you – this may include details of injuries and treatment you may have received.

Personal information may be obtained from the following parties;

- You
- Your POA's or representatives
- Your GP
- The local authority
- The NHS
- Other healthcare professionals involved in your care.

**How will you use your personal data?**

- prepare, review and update a suitable care plan, describing the nature and level of care and support services which you have requested we supply to you
- to communicate with you, your representatives and any appropriate external social or health care professionals about your individual needs and personalize the service delivered to you
- make reasonable adjustments, when required, to meet your individual needs and to ensure we have suitable facilities to ensure your safety
- invoice you for the care and support services in accordance with our terms and conditions

- carry out quality assurance procedures, review our service and improve our customer experience (please note that feedback can also be provided anonymously)
- Send information about our services which we believe you may be interested in. You may unsubscribe from this at any time
- Notify you about changes to our services which are relevant to you
- Monitor how effective our services are and to make sure that the services we provide meet your needs
- Improve your experience of our website and to ensure that the content is presented in the most effective way.

### **How is my information stored?**

Information is retained in secure electronic and paper records and access is restricted to only those who need to know. It is important that information is kept safe and secure, to protect your confidentiality. The Data Protection Act 2018 regulates the processing of personal information. Strict principles govern our use of information and our duty to ensure it is kept safe and secure.

Our guiding principle is that we are holding your information in strict confidence. Everyone working for the company is subject to the Common Law Duty of Confidentiality and the Data Protection Act 2018.

Under the Confidentiality Code of Conduct, all staff are required to protect information, inform you of how your information will be used and allow you to decide if and how your information can be shared. This will be noted in your records.

### **Consent**

Where Phoenix SW needs to collect or pass on your information to a third party, we will obtain your consent where we require consent as grounds for processing. For example, if we need to process data any highly sensitive or “special categories” of data, we will obtain your consent and explain the purposes of processing prior to doing so.

### **Third party sharing**

Phoenix care will never sell or share any of your details to any organisations to use for their own marketing or advertising purposes. It may be necessary to provide your information onto a third party for the delivery of a service that you have requested, however we will always ensure that the appropriate safeguards are in place to protect your information prior to transferring.

We may share your information with trusted authorised parties such as staff members, technology providers and other services providers that we use to be able to deliver our services. If you would like a copy of our authorised third parties, please contact us at [Tom.greenwood@phoenixsw.co.uk](mailto:Tom.greenwood@phoenixsw.co.uk) Please note that we will only disclose this information to those that we process data regarding.

### **How long will my personal information be kept?**

- We will hold the personal information kept within your electronic customer file for the length of your contract plus 7 years

## **Your data protection rights**

Under data protection law, you have rights including:

**Your right of access** - You have the right to ask us for copies of your personal information.

**Your right to rectification** - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

**Your right to erasure** - You have the right to ask us to erase your personal information in certain circumstances.

**Your right to restriction of processing** - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

**Your right to object to processing** - You have the the right to object to the processing of your personal information in certain circumstances.

**Your right to data portability** - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at [admin@phoenixsw.co.uk](mailto:admin@phoenixsw.co.uk) if you wish to make a request.

## **How to complain**

If you have any concerns about our use of your personal information, you can make a complaint to us at [tom.greenwood@phoenixsw.co.uk](mailto:tom.greenwood@phoenixsw.co.uk)

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>

# Complaints Policy

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## 1. Raising Complaints

A complaint can be received by Phoenix (SW) Ltd T/A Phoenix Care either verbally or in writing and can be made by:

- Clients
- Someone acting on behalf of a Client and with their written consent, e.g. an advocate, relative, Member of Parliament
- Someone acting on behalf of a Client who is unable to represent his or her own interests, provided this does not conflict with the Client's right to confidentiality or a previously expressed wish of the Client

Phoenix (SW) Ltd T/A Phoenix Care will ensure that Clients are given information on how to make a complaint and the process once a complaint has been made, including any agreed timescales.

## 2. Time Limits for Submitting a Complaint

Complaints should be submitted within 12 months of the incident or concern arising. The time limit, however, can and should be waived, if:

- It is still practical and possible to investigate the complaint (the records still exist and the individuals concerned are still available to be questioned, etc.) and
  - The complainant can demonstrate reasonable cause for delay in making the complaint
- It is at the discretion of the manager of the service if the time limit can be set aside.

## 3. Complaints Procedure:

### Step 1

When a complaint is raised to staff, staff will make an effort to resolve it immediately to the satisfaction of the complainant.

### Step 2

Staff will apologise for the fact that there was the need to complain in the first instance and explain the complaints process as described in the procedure steps.

### Step 3

Staff will report the complaint to the most senior member of staff on duty and the complaint will be logged.

### Step 4

Formal acknowledgement of all complaints received (whether verbal or written) will be sent within 3 working days to the complainant. This could be via letter or email. Phoenix (SW) Ltd T/A Phoenix Care will have a local system in place to manage out-of-hours and weekend complaints received.

The acknowledgement will include:

- An invitation to meet and discuss the complaint
- Who will be investigating the complaint
- How the investigation will be handled - the response should state what the investigation will be focussed on
- A time limit for the investigation to be concluded. This should be 28 days. However, some cases may take longer and the complainant will be made aware of this
- The complaints procedure and contact details of bodies that can be accessed in the event of dissatisfaction with the outcome of the investigation

### Step 5

Following a full investigation, a response letter will be sent and this will include the following:

- A summary of the issue from the complainant's point of view
- Details of the evidence and sources consulted in order to investigate the issue fully and fairly
- A presentation of the findings for each issue clearly and concisely described
- A conclusion, stating clearly whether the issue is "upheld", "partially upheld" or "not upheld"; unless it is ineligible, in which case the reason for this will be given, e.g. out of time or out of jurisdiction

- An explanation of the outcome and whether any remedial action or learning points arise from the investigation of that issue
- An apology where the issue is upheld and shortcomings or failings have been found
- The complainant's rights if not satisfied with the outcome to refer to The Local Government and Social Care Ombudsman
- A signature from the responsible individual or sent by email in their name

#### **Step 6**

The complaint will be closed once confirmation has been received that there is satisfaction with the outcome. In the event of dissatisfaction, Phoenix (SW) Ltd T/A Phoenix Care will support the complainant to access further support (refer to section 5.6)

### **4. The Complaints Log**

A record will be held of all complaints raised and contain the following information:

- Each complaint received
- Subject matter and outcome
- Details of any reason for delay where investigations took longer than the agreed response period
- The date the report of outcome was sent to the complainant

Where complaints relate to a Client, a copy of the complaint will be held in their care records so that the Client can reflect on the recommendations.

**Where complaints are raised by telephone, the log will include the date and time of the call and this will** be followed up with written confirmation of the areas discussed.

Where a complaint indicates the potential abuse of Clients, safeguarding policies will be followed as per local authority expectation and necessary notifications made to the regulatory body. Where Care is commissioned by BANES, their reporting procedure for notifying them of complaints will be followed.

Where complaints are to be shared as part of learning, the complaint will be anonymised so there is no identifiable Client information.

### **5. Investigations**

All investigations will be managed by using the following approach:

- Investigating the fact
- Assessing evidence
- Review of records
- Interviewing those involved

Where necessary, advice and support will be sourced via senior managers within the organisation. The complaint must be investigated by a member of staff with the knowledge, experience and seniority to undertake the investigation robustly.

Confidentiality of information will be considered at all times and staff will adhere to the confidentiality policies and relevant codes of practice.

If an investigation of a complaint results in disciplinary action against staff within Phoenix (SW) Ltd T/A Phoenix Care, the complaint will continue to its conclusion. The complainant will be informed that the investigation has led to the disciplinary process, but the details of the outcome or ongoing investigation will remain confidential.

### **6. Unresolved Complaints**

There are many bodies that can support with, or will need to be informed of, unresolved complaints and it is important to note that, due to the current coronavirus pandemic, helpline opening times and ways of communicating may vary across each organisation:

#### **i. The Care Quality Commission**

The Care Quality Commission will not investigate complaints on behalf of individuals but does like to be informed of any concerns regarding a care provider, such as poor care that has been seen or experienced. Information given to the CQC will help to prevent others from going through the same experience and can be fed back via:

- Website [www.cqc.org.uk](http://www.cqc.org.uk)
- Email [enquiries@cqc.org.uk](mailto:enquiries@cqc.org.uk)
- Address: Care Quality Commission (CQC) National

Correspondence  
Citygate, Gallowgate  
Newcastle upon Tyne  
NE14PA Tel: 03000  
616161

Fax: 03000 616171

## ii. The Local Government and Social Care Ombudsman

(for those Clients that are funded by local authority-funded social services care or self-funded)

Individuals have the right to raise their complaint with the Local Government and Social Care Ombudsman. This is a free service and individuals can contact their Local Government and Social Care Ombudsman via: The Local Government and Social Care Ombudsman

PO Box 4771

Coventry CV4

0EH Tel: 0300

061 0614

Email: [advice@lgo.org.uk](mailto:advice@lgo.org.uk)

Website:

<https://www.lgo.org.uk/>

Complaint form: <https://www.lgo.org.uk/complaint-form>

Individuals must be advised that the Local Government and Social Care Ombudsman will not investigate the complaint until the provider has had the opportunity to respond and resolve the matter in the first instance.

## iii. Parliamentary and Health Service Ombudsman (for Clients that are NHS funded)

Individuals have the right to raise a concern about a service that is NHS funded. This is a free service and individuals can make contact via:

- Telephone 0345 0154033
- Email [phso.enquiries@ombudsman.org.uk](mailto:phso.enquiries@ombudsman.org.uk)
- Website [www.ombudsman.org.uk](http://www.ombudsman.org.uk)
- Address: Parliamentary and Health Service Ombudsman, Millbank Tower, 30 Millbank, Westminster, London, SW1P 4QP

(Acting Manager) Charlotte Aldridge can also signpost individuals to Healthwatch and the local Independent Complaints Advocacy Service (ICAS).

## iv. Clinical Commissioning Groups

Individuals can make a complaint about a health service they are receiving or have received and can discuss this with the commissioner of the service. Local contact details can be located [here](#).

## v. Local Authority Complaints Teams

Individuals have the right to raise concerns and complaints about adult social care regardless of whether or not they pay for their own Care or if the Council funds it. Individuals can make a complaint about organisations who provide services on the Council's behalf. The contact details for the Local Authority Complaints Team are:

BANES

## vi. Professional Bodies

If a complaint involves the serious misconduct of a healthcare professional, their relevant professional body can be informed and this is determined on an individual case basis in discussion with the (Acting Manager) Charlotte Aldridge.

For any external bodies managing complaints, Phoenix (SW) Ltd T/A Phoenix Care will work with the external body providing information as requested, within any agreed timescales expected.

## 7. Compliments

Receiving compliments is an opportunity to celebrate and recognise success. Phoenix (SW) Ltd T/A Phoenix Care will ensure that:

- All compliments are shared with staff and displayed in a public area to highlight good practice
- Compliments are anonymised or permission is sought before displaying
- Numbers of compliments received are logged as part of a quality assurance programme



- Verbal positive feedback from Clients and relatives is also deemed a compliment and will be recorded and shared with colleagues
- Compliments form a core agenda item at staff, Client and relative meetings

## 8. Suggestions

Suggestions can be made verbally or in writing and generally are in response to seeking a means of changing practice for the better.

- Suggestions are not complaints, but in some circumstances, if they are not considered or actioned, they could lead to a complaint
- When suggestions are raised in meetings or as part of a conversation, these will be documented and then outcomes of such suggestions recorded to show consideration
- Staff will be encouraged to share their suggestions, or suggestions received by relatives and Clients, with the (Acting Manager) Charlotte Aldridge
- (Acting Manager) Charlotte Aldridge at Phoenix (SW) Ltd T/A Phoenix Care will consider implementing a suggestions system to encourage comments from Clients, staff and visitors

## 9. Audit and Evaluation

Phoenix (SW) Ltd T/A Phoenix Care will monitor, review and analyse all information received about the service as a means of continuously reviewing performance, quality and safety.

Phoenix (SW) Ltd T/A Phoenix Care will also:

- Share themes and trends with Care Workers working for Phoenix (SW) Ltd T/A Phoenix Care
- Ensure that staff are trained to deal with complaints and understand the procedure for managing complaints

## 10. Anonymous Complaints

Anonymous complaints will be investigated in the same way as named complaints. They will be logged and any corrective action necessary will be taken and also logged.

## 11. One Complaint, One Response

Where more than one organisation is involved in the Client's Care, they, or their representative, will be able to complain to any of them and Phoenix (SW) Ltd T/A Phoenix Care will contact the other organisations, carry out a joint investigation and provide a single joint response. Clients must not have to contact each organisation separately.

If someone complains and Phoenix (SW) Ltd T/A Phoenix Care is not responsible for the care or service complained about, rather than turning the complainant away, Phoenix (SW) Ltd T/A Phoenix Care will share the concerns with the correct organisation(s). It will be necessary to obtain the individual's permission to do this. If the person prefers that their complaint is not shared with another organisation (or organisations), Phoenix (SW) Ltd T/A Phoenix Care will signpost them to the right organisation instead and provide the person with their contact details.

Phoenix (SW) Ltd T/A Phoenix Care will follow [LGO guidance](#) for managing this.

All efforts will be made by (Acting Manager) Charlotte Aldridge to resolve all complaints within Phoenix (SW) Ltd T/A Phoenix Care. If a Client does not wish to raise a complaint directly to management within Phoenix (SW) Ltd T/A Phoenix Care, in the first instance, staff will try and sensitively establish their reasons why and aim to resolve and address any concerns that present.

Decisions to raise complaints outside of Phoenix (SW) Ltd T/A Phoenix Care will be fully respected and the Client will be supported to raise their complaint with the commissioner of the service or to seek the support of an independent advocate or representative. Staff can also refer to section 5.6 for a further list of organisations that can be accessed.

Clients can also be signposted to [Citizens advice guidance](#).

# Client Contract Terms

*(for information only. Signed copy will be provided electronically)*

## 1. Background

1.1 These Terms and Conditions set out the formal legal agreement upon which Phoenix Care (“We”, “Us” or “Our”) will provide home care services to the Client (“You”). Where these Terms and Conditions are entered into on the Client’s behalf by a Court appointed Deputy for Property and Affairs; a holder of a valid Lasting Power of Attorney; or a person authorized to do so under Court Order, that person will be treated as acting on the Client’s behalf and all references to “You” are to be construed as references to the Client.

1.2 Please ensure that you read these Terms carefully and check that the details in the Agreement are complete and accurate before you sign the Agreement.

1.3 This Agreement (including the Care Plan) constitutes the entire agreement between You and Us.

## 2. Definitions and Interpretation

2.1 In this Agreement, save where the context requires otherwise, all capitalized words, terms and expressions shall have the meanings given to them in Schedule 1. The principles of interpretation set out in that Schedule shall also apply to this Agreement.

2.2 In the event of a conflict between any terms in this Agreement, terms shall take priority in the following order:

- The Contract Summary
- The Care Plan
- The main body of this Agreement
- The other schedules to this Agreement

## 3. Your Care

3.1 Phoenix Care will provide you with Services to meet the requirements of your Care Plan.

3.2 Prior to the commencement of Services, we will visit you at home to undertake an assessment of your care needs, which will inform your Care Plan. In emergency situations, we may, at our absolute discretion, agree to commence Services prior to an assessment taking place and a Care Plan being agreed.

3.3 In formulating your Care Plan, Phoenix Care will:

- Carry out an assessment and formulate a Care Plan
- Take into account your views and care preferences
- Take into account views of other relevant individuals including family members and health care professionals
- Design the Care Plan with a view to ensuring your wellbeing
- Assess the risks to your health and safety of receiving care at home and take reasonable steps to mitigate any identified risks

3.4 Phoenix Care will conduct a full review your Care Plan with you, your family and, where applicable, any other appropriate external social or health care professionals. Reviews will take place as follows:

- Annually
- At your reasonable request
- When it is apparent to us that your circumstances have changed, and/or
- At any other time as we consider appropriate

3.5 Phoenix Care requires you to:

- Keep us informed of all information which may be relevant to the delivery of your Care Plan
- Treat our staff with a level of courtesy and respect

**3.6** In delivering your Care Plan, Phoenix Care will:

- Treat you with dignity and respect
- Seek your consent before delivering any personal care
- Ensure your privacy
- Provide care which is delivered by suitably qualified staff
- Take appropriate steps to prevent you from being abused or subject to improper treatment
- Act in accordance with diversity and equality principles as set out in the Equality Act 2010

**3.7** If you do not have capacity to make decisions regarding your care needs, Phoenix Care will work with your appointed Health and Welfare Deputy or holder of an Enduring Power of Attorney for Healthcare. In the absence of such an individual, we will act in your best interests in making decisions regarding your care needs.

**3.8** If your needs change or increase to a level which cannot be met by Phoenix Care, we will tell you without delay, and will discuss alternative arrangements with you and agree a mutually acceptable solution. We will continue to provide services to you during this period (unless we have given you notice to terminate under Clause 12.2 and this Agreement has been terminated).

**3.9** We commit to providing you with a standard of care which meets the requirements of the Health and Social Care Act 2008 and any subordinate legislation including but not limited to The Health and Social Care Act 2008 (regulated Activities) Regulations 2014, or legislation amending, replacing or re-enacting the same.

#### **4. Our Fees**

**4.1** You are liable to pay Phoenix Care fees as provided for in this Clause 4 and as set out in Schedule 2 to this Agreement.

**4.2** We will calculate our fees for provision of services using hourly rates (which will be prorated as required) as set out in Schedule 2.

**4.3** The time spent in delivering your Care Plan will be recorded using the Careplanner and Birdie apps. Timings will be made available to you on submission of our invoices. The scheduled timings of the visits be used to calculate our charges.

**4.4** If you disagree with any recorded visits, please raise your concerns as soon as possible with Team Leader responsible for your support arrangements

**4.5** We will charge you for our staff's travelling expenses where those travel expenses are incurred during the provision of a service as set out in Schedule 2.

**4.6** We will invoice you on a four weekly basis. All invoices are payable within 14 Days.

**4.7** Any amount due under this Agreement that is not paid on the due date will bear interest from the due date to the date of actual payment at a rate equal to \*3% above the Bank Rate set by the Monetary Policy Committee of the Bank of England for the time being, for the relevant period. Interest due must be paid together with the amount of arrears in question. We are entitled to recover, in full, all reasonable legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under this Agreement.

**4.8** In the event there is any shortfall between the cost of the services we provide under this Agreement and the money you receive from direct payments, a personal budget, a personal health budget or any other means, it is your responsibility to meet the shortfall and pay our fees due under this Agreement.

**4.9** The fees payable under this Agreement shall be subject to review in accordance with Clause 4.13, on an annual basis or at other intervals as required. Phoenix Care will give 4 weeks' notice in writing of any increase in the fees payable under this Agreement.

**4.10** Phoenix Care shall be entitled to review fees on an annual basis and increase the fees by an amount that reflects the increase in current and predicted costs of providing the services.

**4.11** The fees can also be reviewed outside the annual review provided for in Clause 4.13 if:

There is a change to the Care Plan and services required, or  
A change is necessary in order to comply with any applicable regulatory or statutory requirements

**4.12** Phoenix Care will give 4 weeks' notice in writing of any increase in fees payable under this Agreement.

## **5. Phoenix Care staff**

**5.1** Phoenix Care will exercise reasonable care and skill to meet your individual needs as set out in the Care Plan and to provide suitably trained, sufficiently skilled, experienced and competent Care Workers to provide the service.

**5.2** We are required, under our CQC registration and guidelines, to supervise the Care Worker during the provision of services to you. So that we can do so, you agree that our assessor may visit your home to supervise the Care Worker, provided that we give you reasonable notice and that the assessor will only visit your home at a reasonable time.

**5.3** Phoenix Care will ensure that the service is provided as close as reasonably possible to the times agreed between us. In the event that it is necessary for a Care Worker to attend your home at a different time to that agreed, we will give you as much notice as possible.

**5.4** We will aim to supply a named Care Worker each time we supply the service to you. However, annual leave, sickness, availability and unforeseen events may require us to supply an alternative Care Worker. We will give you as much advance notice as circumstances allow.

**5.5** If a Care Worker fails to attend your home, or you are not satisfied with the standard of the service, you must notify us by telephone without delay. This does not affect your right to make a complaint in accordance with our Complaints Procedure at a later stage.

**5.6** Our Care Workers are not permitted to carry out the following tasks\*:

Heavy lifting of any kind, including lifting or moving you without appropriate equipment or a sufficient number of people to assist  
Household maintenance (including DIY tasks), or  
Assistance with your finances, unless this is part of the service specified in your Care Plan

## **Live-In Care staff**

**5.7** Live-In Care Workers are available to support the client from 7am-10pm excluding breaks. Occasional night calls are included in the standard arrangement but if calls are more than an average of 3x per week then an additional hourly charge will be made.

**5.8** Board

The Client will provide board for the Personal Assistant. The Personal Assistant is not expected to contribute to the cost including utilities.

The Personal Assistant will not make use of the Client's phone for personal use.

The Personal Assistant will be responsible for purchasing their own food.

The Client may decide to invite the Personal Assistant to join her for mealtimes.

**5.9** Breaks

The PA is to have a minimum of two clear hours break each day

The timing of breaks should be at a time agreed between the Client and the PA. Break time hours can be carried forward to the next day if agreed

During break time the PA is free to leave the house, but if they decide to remain in the house, then their free time should be respected by the Client.

However, if an emergency arises during a break period then it is expected that you would pause your break to address the issue.

Unless stated in the care plan, there is no requirement for cover to be provided during these breaks. If stated in the care plan that cover is required during breaks, an additional charge will be made.

- 5.10** Down-time: There may be times when the Client does not require the support of the Personal Assistant, for example if they go to visit friends, is content being unsupported in the house or has a hospital stay
- If the Client does not require support for any part of a day then the PA should be able to occupy themselves doing jobs around the house.
  - If there is nothing that needs doing then the PA is able to spend time away from the Client but within earshot
  - If the Client does not require support for a period of time up to one week, then the Personal Assistant will be paid her usual rate and be expected to remain in the Client's home.
  - If the Client does not require support for a period of time of more than one week, then the Personal Assistant will be paid half her normal rate as a 'retainer' but will not be expected to remain in the home
  - If the Personal Assistant is not required for an indeterminate amount of time, then either party may decide to terminate the contract with immediate effect

## **6. Permanent Engagement of Staff**

- 6.1** Save as provided for in Clause 6.4, if you directly engage a Care Worker you can either:

Continue to have the Care Worker supplied on the same terms provided for in this agreement for an extended period of 6 months from the date we receive notice of your intention to directly engage the Care Worker, following which the Care Worker will be able to transfer to you without the payment of any fee, or  
Pay Phoenix Care a Permanent Engagement Fee as set out in the Fee Schedule

- 6.2** For the avoidance of doubt the Permanent Engagement Fee will only be payable where the engagement occurs within 14 weeks of the date the Care Worker first provided services or within 8 weeks of the date the Care Worker last provided services.

- 6.3** If you engage a Care Worker directly, you may become responsible for paying employers' national insurance contributions and maintaining employers' liability insurance in respect of the Care Worker.

- 6.4** Your obligation under Clause 6.1 above will not arise where the engagement of a Care Worker follows a transfer under the Transfer of Undertakings (Protection and Employment) Regulations 2006

## **7. Gifts**

- 7.1** The Care Worker (or any other person employed by us) is not permitted to accept any gifts or tips. Please do not leave any items or money to the Care Worker (or any other person employed by us) in your will.

## **8. Your Home as a Workplace**

- 8.1** You will provide a safe environment and appropriate equipment to allow the Care Worker to carry out the services. This shall include:

- Maintaining a generally clean and safe home, free of risks and hazards
- Maintaining a safe route of access to and from your home
- Providing any equipment supplied by you, or a third party, that is required to deliver your care such as lifting and transfer aids, wheelchairs and other mobility aids
- Providing all domestic cleaning equipment such as vacuum cleaners, mops, irons, etc. Informing us of any communicable diseases in the household
- 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

- 8.2** Phoenix Care are required to ensure that your home and equipment is safe to use for the provision of the services. 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.

- 8.3** An entry plan for your home may be agreed with you and if so, will appear in the Care Plan.

- 8.4** The Care Worker is only permitted to use your telephone or internet connection if:

You have provided them with express permission to do so  
It is required in order for the Care Worker to carry out their electronic monitoring time recording In the event of any emergency

**8.5** If you ask the Care Worker to use your telephone or internet connection, or they have to use them in an emergency, we will not be responsible for any costs incurred.

## **9. Records**

**9.1** We will ensure that the Care Worker shall keep a daily written record of the care you receive, any assistance with your medication and any other significant information. These records will be maintained online using the Birdie Care System and can be made accessible to those who are authorized by the care recipient using a smart phone app.

## **10. Insurance and Liability**

**10.1** We will take out and maintain appropriate insurance in relation to liability arising under this agreement.

**10.2** If we fail to comply with this agreement, Phoenix Care will be responsible for loss and damage you suffer that is a foreseeable result of our breaking of this agreement or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will happen at the time this agreement was made or if you and us both knew it might happen.

**10.3** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or agents; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services included under this agreement.

## **11. Withdrawal of the Service**

**11.1** We reserve the right to withdraw a Care Worker 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) acts of verbal and/or physical aggression by you to a Care Worker, 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, or requests that a Care Worker undertake unreasonable or illegal activities.

**11.2** For the health and safety of Phoenix Care staff, we ask you and anyone else present in your home, to refrain from smoking and ventilate any room that will be used for your care for at least one hour before the agreed time.

If you smoke while your Care Worker is with you, the Care Worker will leave your home for the duration of your smoking and shall not re-enter your home until 1 hour after you last smoked. This is in accordance with our smoke-free workplace policy.

**11.3** Any additional requirements or any variation to this clause will be specified in your Care Plan.

## **12. Cancellation and Termination**

### **12.1 Cancellation and Termination by You:**

You can cancel the Service at any time (and for any reason) within 14 days of the Commencement Date by signing, dating and returning the Notice of Your Right to Cancel as provided in Schedule 3 to this Agreement We are not permitted to provide the service during the first 14 days of this Agreement unless you give us your consent to do so in the form provided in Schedule 4 to this Agreement

In all other cases, 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. If you give less than 14 days' notice, we reserve the right to charge a Cancellation Fee or a Service Suspension Fee as set out in Schedule 2

Please note if you suspend the service for a period of time in accordance with Clause 12.1, We cannot guarantee that the same Care Worker will attend your home when you resume the service

In the event that you wish to cancel the services on a particular day (for example if you are on holiday or do not require

services to be provided for any other reason), you must give us at least 48 hours notice of your wish to cancel the services on a particular day (for example if you are on holiday notice, otherwise you will be charged in full)  
In the event that we have notified you that we intend to increase fees due under this Agreement in accordance with Clause 4.13 or Clause 4.14, you are entitled to give notice under Clause 12.1 to terminate this Agreement. You will be required to pay the fees during the notice period, but the fee increase will not be applied

## **12.2 Cancellation and Termination by Phoenix Care**

We may terminate this Agreement:

- » By giving 14 days written notice for any reason;
- » By giving 14 days written notice if you have failed to pay our Fees in accordance with Clause 4; or
- » By giving 14 days written notice if we are unable to meet your care needs

This Agreement will terminate automatically in the event of your death and your estate will remain responsible for paying any outstanding fees due under this Agreement

## **13. Complaints Procedure**

### **13.1 In the unlikely event that there is a problem with the services or your Care Worker:**

Please contact us and tell us as soon as reasonably practicable  
Please give us a reasonable opportunity to remedy any problem

**13.2** If we cannot remedy a problem with your Care Worker to your reasonable satisfaction, we will replace the Care Worker as soon as reasonably practicable after you ask us to do so. However, you will remain responsible for payment of services provided by that Care Worker before they are replaced.

**13.3** If you are not satisfied with our remedy to your problem with the services of your Care Worker, you can make a complaint through our Complaints Procedure. We will give you a copy of our Complaints Procedure when you sign this Agreement, or you can request a copy from us at any time.

## **14. Confidentiality and Data Protection**

**14.1** We shall duly observe all our obligations under relevant data protection legislation (including the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018) which arise in connection with this Agreement.

**14.2** By signing this Agreement, you accept the terms of our Privacy Statement which is published on our website and available in hard copy on request.

## **15. Notice**

**15.1** Any notices, communication and information relating to this Agreement are required to be given promptly verbally, by telephone, email or where required, formally in writing and delivered to the other party.

## **16. Variation of the Agreement**

**16.1** Phoenix Care may revise this Agreement from time to time and will provide at least one month's written notice of any changes before they take effect. You can choose to cancel the Agreement in accordance with Clause 12.

## **17. Transfer of the Agreement By Us**

**17.1** Phoenix SW Ltd may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement - OR - We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us within [30 days] of us telling you about it, to end the contract with immediate effect.

## **18. Waiver**

**18.1** Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you fail to pay an invoice by the day it falls due and we do not chase you, but we continue to provide services, we can still require you to make the payment at a later date.

## 19. Third Party Rights

**19.1** Nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 20. Partial Unenforceability

**20.1** If any clause or any part of this Agreement or the application of it to either party shall for any reason be adjudged by any court or other competent legal authority to be invalid, such judgment will not affect the remainder of this Agreement which shall continue in full force and effect.

## 21. Force Majeure

**21.1** We shall not be liable for any breakdown or withdrawal of services for reasons beyond Phoenix Care control.

## 22. Law and Jurisdiction

**22.1** This Agreement shall be governed by and shall be construed in accordance with English Law and be subject to the exclusive jurisdiction of the courts of England and Wales

## Schedule 1 - Definitions and Interpretation

### Definitions and Interpretation

In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the meanings given to them below:

<b>Agreement</b>	Means this agreement including the Contract Summary, general terms and conditions, Care Plan and all schedules.
<b>Care Plan</b>	Means a written description (maintained electronically on the Birdie System), prepared by Phoenix Care, describing the nature and level of services which you have requested we supply to you, as amended from time to time.
<b>Care Worker</b>	Means the person providing the service on our behalf.
<b>Commencement Date</b>	Means the date of this Agreement as set out in the Contract Summary.
<b>Complaints Procedure</b>	Means the complaints procedure referred to in Clause 13 of this Agreement and provided to you upon signing this Agreement or upon request.
<b>Days</b>	Means calendar days.
<b>Fees</b>	Means the fees for the service provided under this Agreement as set out in Schedule 2 to this Agreement.
<b>Home</b>	Means your home address.
<b>Provider</b>	Means Phoenix Care.
<b>Services</b>	The managed homecare services to be provided by us to you in accordance with your Care Plan.
<b>Client</b>	

In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto.



Any headings to clauses are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to clauses shall mean the clauses of this Agreement and references to paragraphs shall mean paragraphs of the schedules to this Agreement.

Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns. In this Agreement, words importing the singular only shall include the plural and vice versa.

Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency, then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

All references to the Agreement include a reference to the Agreement as amended, supplemented, novated or assigned from time to time.

## Schedule 2 - Fees

### Summary of Fees Payable Under This Agreement

The following fees are payable under this Agreement:

Fee	Amount
Hourly rates	Live-In £1050/wk (plus £18/hr where daily 2hr breaks are required) Personal Care Visits £22.33/hour Companionship Visits £18/hour for visits of 3hrs or more Waking nights £20/hour
Travelling Expenses	£0.45 for all travel requested of the Personal Assistant in the course of their work
Permanent Engagement Fee	£1000 (this will be due where you request to directly employ a carer who has become known to you through your service with Phoenix Care)
Cancellation Fee	Less than 24 hours of appointment, full fee. More than 24hrs, half fee
Service Retainer Fee	Half the usual shift cost will enable you to keep your staff on retainer

## Schedule 3 - Cancellation Notice

**NOTE:** Complete and return this form only if you wish to withdraw from the contract)

To: Phoenix Care

I hereby give notice that I cancel my Contract for the supply of home care service.

<b>Made on:</b> <i>(Insert Commencement Date)</i>	
<b>Name of Client:</b>	
<b>Address of Client</b>	

<b>Signature of Client:</b> <i>(Only if this form is notified on paper)</i>	
<b>Date:</b>	

# Homecare Customer Charter

## Our commitment to you

This charter explains what you can expect from all homecare services arranged for you by Bath & North East Somerset Council and CCG.

## Our approach to supporting people

We will ensure you receive high quality services to enable you to live as independently and confidently as possible in your own home and community, participating as an active and equal citizen. Homecare is one part of a jigsaw of services and opportunities which might be suitable for you. You may pay for homecare yourself, but if you are entitled to homecare paid for by the Council or CCG, we will purchase homecare on your behalf from private companies who we call our providers.

## As part of our approach, homecare can help you to:

- live as independently as possible
- stay in your own home for as long as possible
- have maximum control over your life
- have the best possible quality of life, irrespective of illness or disability
- maintain your dignity and privacy

## Our homecare providers will:

- Arrive in good time, within an agreed window of time (often 30 minutes).  
If you become concerned that your visit is late, you can call the provider.
- Let you know about any change or unavoidable delay to your service
- Clearly display identification and dress in a presentable manner
- Have professional skills and training appropriate to their role and your needs
- Work in a safe way that does not put you, your family or homecare staff in any danger – and help you stay safe from any form of abuse
- Treat you with courtesy, and respect your dignity, personal circumstances, privacy and confidentiality
- Take a personal approach to meet your needs and goals as agreed in your care plan
- Listen to you and tailor your support to your preferences wherever possible
- Support you irrespective of your age, cultural background, ethnicity, sexual orientation, gender or personal support needs
- Involve your family members and carers if you want us to
- Help you get the information you need to make decisions or tell you about how you can contact other services and support.

Our homecare providers will ensure services are properly staffed and funded, and that staff are properly trained, supervised, supported, and checked to make sure you can be confident you will be safe to have them in your home. All providers will be registered with the Care Quality Commission (CQC) who inspect care services in England.

## **We ask that you:**

- Let your provider know if you don't need your usual visit if you are able to
- Treat staff with courtesy and respect
- Let your provider know if your carer is late beyond the agreed window of time (generally this will be more than 30 minutes late) **Are we getting things right?**

If you want to share a compliment, concern or complaint, speak first to the organisation providing the service, if you can. This will give them a chance to put things right, learn from what you tell them, and continue to improve services.

If you don't feel comfortable doing this, or if you don't get the response you hoped for, we can help you make a complaint. You can contact us by letter, email or phone at the following address:

Complaints Team  
Bath and North East Somerset Council  
Freepost SWB10433  
Bath, BA1 1BF  
Tel: 01225 477752      Email: [complaints\\_cypandadults@bathnes.gov.uk](mailto:complaints_cypandadults@bathnes.gov.uk)

This document about homecare can be made available in a range of languages, large print, Braille, on tape, electronic and accessible formats by contacting us via email to [asc\\_commissioning@bathnes.gov.uk](mailto:asc_commissioning@bathnes.gov.uk) or by telephone on 01225 477915