

Hospice Isle of Man

Respite Care Service Terms and Conditions

The Provider – Hospice Isle of Man

The Client – the individual receiving Respite Care

The Representative – the representative of the Client should they be unable to sign or acknowledge approval to the provisions.

This document outlines the terms and conditions for the respite care services provided by Hospice Isle of Man to the individual receiving care (the Client). By agreeing to these terms, the Client (or their representative) acknowledges and accepts the provisions set forth in this agreement.

1. Agreement Overview

This agreement sets the terms under which respite care services are provided by Hospice Isle of Man to individuals who require temporary care while their usual caregivers take a break. These services are offered on a short-term, paid basis and are governed by the following terms and conditions.

2. Services Provided

The Provider agrees to offer the following respite care services:

- **Temporary Stay:** The Client will be provided with a place in the Hospice for respite care for an agreed period.
 - **Care Type:** Services include personal care (e.g., bathing, dressing, assistance with meals), medication administration, emotional and social support, and 24-hour care.
 - **Accommodation:** The Client will be provided with accommodation in a private room with en-suite plus access to the gardens.
 - **Meals:** Three daily meals and snacks will be provided as part of the care package, with special dietary needs accommodated if notified in advance.
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3. Client Responsibilities

The Client (or their legal representative) agrees to the following:

- **Health Information:** Provide accurate and up-to-date information regarding the Client's health, medical history, and any current treatments. This includes details of all medications, allergies, and care needs.

- **Medication:** Ensure that the Client brings enough medication (in their original Pharmacy packaging/boxes) for the duration of their stay, and provides clear instructions for its administration. The Provider will manage medications as prescribed.
 - **Medical Equipment:** The Client should bring all medical and mobility equipment that they use, such as wheelchairs, walkers and other necessities. Should the Provider have to assess for, and provide medical equipment there will be a charge incurred. The Provider is not responsible for any loss of personal medical equipment.
 - **Personal Items:** The Client should bring personal items, such as clothing, toiletries, and other necessities. The Provider is not responsible for any loss of personal belongings.
 - **Payment:** Ensure that all fees for respite care are paid on time and in full. The Client is responsible for ensuring payment arrangements are made prior to the start of care.
 - **Cooperation:** Work with the Hospice team in the Client's care plan, including communicating any changes in the Client's health or preferences.
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4. Fees and Payment Terms

- **Service Fees:** The cost for respite care services is £1,950 per week, payable in advance for the duration of the stay.
 - **Payment Methods:** Payments are accepted via bank transfer or credit/debit card. Payments must be made 14 days before the commencement of the respite care.
 - **Deposits:** A non-refundable deposit of £500 is required to secure the booking, which will be deducted from the final payment.
 - **Late Payment:** If the final payment is not received within 3 working days after the due date, the respite care booking will be cancelled.
 - **Discharge Date:** If a Client does not vacate the premises following respite care a daily charge of £500 will apply.
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5. Cancellation and Rescheduling

- **Notice Period:** Cancellations must be made at least 10 days in advance of the scheduled start date to avoid a cancellation fee.
 - **Cancellation Fees:** Cancellations made less than 10 days in advance of the start date will incur a cancellation fee of £500 in addition to the non-refundable deposit.
 - **Rescheduling:** If the Client wishes to reschedule the stay, they must provide notice 10 days in advance. Subject to availability, rescheduling may be permitted with no extra charge.
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6. Health and Safety

- **Medical Information:** The Client must inform the Provider of any medical conditions, allergies, or specific care needs in advance. Failure to do so may result in the Provider being unable to meet the Resident's needs.

- **Emergency Care:** In the event of a medical emergency, the hospice will take appropriate action, including contacting emergency services and the Clients designated emergency contact.
 - **Medication Management:** The Provider will administer medication according to the instructions provided by the Client's healthcare professional. It is the responsibility of the Client to ensure all medications are clearly labelled, in the original Pharmacy packaging and supplied in sufficient quantities for the stay.
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7. Provider's Responsibilities

The Provider agrees to:

- **Qualified Care:** Provide qualified and trained staff to meet the Client's care needs. All staff members will be appropriately trained in care and emergency procedures.
 - **24-Hour Care:** Ensure the Client receives 24-hour care as needed, including assistance with daily living activities, hygiene, and emotional support.
 - **Safety and Security:** Maintain a safe and secure environment for the Client. The hospice will adhere to all relevant IoM regulations and standards regarding health and safety in care settings.
 - **Care Plans:** Develop a personalised care plan for the Client, in consultation with the Client, to ensure the appropriate level of care and support.
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8. Confidentiality and Data Protection

- **Confidentiality:** The Provider will ensure that all personal, medical, and financial information about the Client is treated as confidential. No information will be disclosed to third parties without the Client's written consent, except where required by law.
 - **Data Protection:** The Provider will comply with the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR) to protect the Client's personal data.
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9. Liability and Insurance

- **Provider's Liability:** The Provider has liability insurance to cover incidents or accidents that occur as a result of negligence. The Provider is not responsible for loss or damage to the Client's personal belongings, except in cases of provider negligence.
 - **Client's Liability:** The Client is responsible for ensuring that all personal items brought to the hospice are insured and adequately protected.
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10. Termination of Services

- **Early Termination:** The Client or their Representative may terminate the respite care services at any time during their stay and will forfeit the return of their fee.
 - **Provider's Right to Terminate:** The Provider reserves the right to terminate services immediately if the Client's behaviour endangers the safety or well-being of themselves or others, or if the Client fails to meet their responsibilities outlined in these terms.
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11. Dispute Resolution

- **Complaints:** Any complaints should be raised with the hospice management as soon as possible. The Provider will take all complaints seriously and respond in a timely manner.
 - **Dispute Resolution:** If the complaint cannot be resolved informally, both parties agree to attempt resolution through mediation or arbitration before taking further legal action.
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12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Isle of Man. Any disputes arising from this agreement will be subject to the jurisdiction of the courts in the Isle of Man.

13. Acknowledgment and Agreement

By signing this agreement, the Client (or their representative) confirms that they have read, understood, and agree to the terms and conditions outlined above.

Client/Responsible Party Name: _____

Signature: _____ **Date:** _____

Provider's Representative Name: _____

Signature: _____ **Date:** _____