Private Home Care Services Agreement
For

[Client name]

1 Important Information Schedule

Date of this Agreement	[Agreement date]
Service Provider (We, us)	Name: Guardian Home Support Pty Ltd Address: PO Box 1080 Willagee Central, WA 6156 Phone: 08 61470800 Email: info@guardianhomesupport.com.au Key contact: [Authorised representative name]
Client (You, your)	Name: Address: Phone: Email:
Authorised Person	Has the Client appointed a representative? If yes, proceed to fill in details below. Name: Address: Phone:

2 The basic agreement

2.1 This agreement sets out how we will provide the care and services you book with us (Agreed Services) in your home, as set out in each booking confirmation we send you, or in your Care Plan if you have one (as varied from time to time). In return, you agree to pay us all fees and charges applicable and to comply, to the extent within your control, with the terms of this agreement.

2.2 We ask you to sign this agreement before the date you start receiving services from us. If you do not sign this document and you accept any care, services or assistance from us, you agree to receive the Agreed Services on the basis of the terms and conditions set out in this agreement including your obligation to pay all Fees and Charges due and payable under this Agreement.

3 Our obligations

3.1 We will provide you with the Agreed Services on the dates and times, and at the rates, set out in your booking confirmation or Care Plan, subject to your and our rights to terminate this Agreement.

3.2 We may decline a request from you in respect of the provision of care and services if your request for care and services:

(a) may cause harm to your health and/or safety; or

(b) results in us not being able to comply with our responsibilities under any laws or regulations; or

(c) is otherwise contrary to your care needs as you have told us or as set out in your Care Plan.

4 Your rights and obligations

4.1 You agree (to the extent within your control) that you will:

(a) treat us, or staff, other care recipients and visitors with respect

(b) not engage in any form of behaviour which may impinge on the health or safety of our staff

(c) not smoke, and encourage any friends, relatives or visitors present at your house not to smoke, while our staff are present at your home

4.2 If we request you to acquire and maintain public liability insurance at your home, you agree that you will do so with a reputable insurer on terms reasonably acceptable to us.

4.3 You must provide us with not less than 24 hours' notice of the cancellation or variation of any services, otherwise we will charge you the full amount of Fees applicable to the Agreed Services as scheduled.

4.4 Depending on your needs, you may need to purchase equipment or an aid for mobility (Equipment). If you purchase any Equipment, you agree:

(a) to purchase the Equipment at your own cost

(b) to keep the Equipment maintained to a safe and reasonable standard for use subject to our reasonable satisfaction

(c) that we can require and/or arrange for the Equipment to be repaired at your cost if we determine it to be dangerous or not fit for purpose

(d) that you will be responsible for any loss, damage, costs of repairs or replacement of the Equipment.

5 Fees and Charges

5.1 You agree to pay the fees and charges applicable to the Agreed Services as set out in your booking confirmation, Care Plan and/or our published Schedule of Fees (Fees). We may change our Fees by giving you at least 30 days' written notice. If you do not accept a change, you may end this agreement under clause 10.2 before the change takes effect, without any penalty.

5.2 You must also pay for any expenses incurred by Support Workers when providing the Agreed Services, including for meals and entertainment.

5.3 We will issue a tax invoice to you each week for any Agreed Services that have been completed during the previous billing period. You agree to pay the tax invoice within 7 days after receiving the invoice. Payment can be made by card using the secure payment link on each invoice, or by deposit to our bank account:

Account name: Guardian Home Support
BSB: 066-163
Account Number: 1089 7453

5.4 If any supply made by us under this agreement is a taxable supply for the purposes of GST legislation, then, in addition to any Fees payable, we are entitled to recover from you an additional amount on account of GST which will be recoverable at the same time as the Fees.

6 Work Health and Safety

6.1 You acknowledge that your place of residence (Home) and the land upon which it is situated will be a workplace for our workers (Care Workers). You agree to be responsible for:

(a) ensuring that any risks associated with Support Workers being at your Home are brought to our attention prior to any services being provided

(b) taking steps to ensure that any risks are rectified at your own cost

6.2 You agree to allow us to conduct an inspection of your Home to assess the risks of providing services.

6.3 We may at any time suspend the provision of Agreed Services in the event that a risk remains unrectified. We will recommence provision of the Agreed Services once the risk has been rectified to our reasonable satisfaction.

6.4 While we acknowledge and respect your autonomy, you acknowledge that there may be occasions where a Support Worker or we consider it necessary to enter your Home or take other action in the interests of preserving your health, safety, or wellbeing (such as contacting the Police, an ambulance or your authorised representative) without your express consent. You hereby consent to us or a Care Worker taking such action in circumstances where we reasonably believe that an emergency exists.

7 Indemnity

7.1 You agree, to the extent permitted by law, to indemnify us against any claim made by a third party against us to the extent it arises from the acts or omissions of you or your visitors in connection with the Agreed Services.

7.2 Nothing in this agreement limits our responsibility for any loss caused by an unlawful or negligent act or omission by us or a Support Worker, or excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law.

7.3 This indemnity will survive expiration or termination of this agreement.

8 Problems

8.1 Please let us know if you are dissatisfied with anything in relation to the Agreed Services so that we can address any issues. You are entitled to make any genuine complaints about the provision of the Agreed Services without fear of reprisal. We will use reasonable efforts to resolve any dispute or dissatisfaction in consultation with you in accordance with our internal dispute resolution processes. You can make a complaint or raise an issue at any time by talking to a Care Worker or contacting our Office at: 08 6147 0800.

9 Variation and assignment

9.1 This agreement may be varied by us if necessary to incorporate changes to any GST laws, or by mutual consent following adequate consultation between you and us but not in a way that is inconsistent with any law.

9.2 Any variation must be in writing and signed by both parties.

9.3 Your rights and obligations under this agreement cannot be transferred or assigned to another person. We may transfer or assign our rights under this agreement at any time, such as to a purchaser or transferee.

10 Suspension and Termination

10.1 If you wish to suspend any of the Agreed Services for a period, you must provide us with notice in writing no less than 48 hours prior to the commencement time of the proposed suspension.

10.2 You may terminate this agreement by giving us no less than 48 hours written notice of termination.

10.3 We may terminate this agreement by giving you no less than 14 days written notice. We may terminate this agreement immediately by written notice if you seriously or repeatedly breach this agreement, or if continuing to provide the Agreed Services would put the health or safety of you or our Support Workers at risk.

10.4 If either party terminates this agreement, you will remain liable for any fees incurred up to and including the date you cease receiving the Agreed Services.

11 Power of attorney

11.1 If this agreement is executed on your behalf by another person as attorney or agent, that person warrants that they have authority to sign and will deliver to us at the time you deliver the signed agreement, a copy of the power of attorney or other appointment evidencing this authority

12 Privacy

12.1 We are committed to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). We may collect, use, and disclose personal information about you for the purposes of providing care and services to you and any associated purpose such as facilitating our internal business operations. We may disclose personal information about you to your authorised representative or next of kin in the event of an emergency. We may disclose personal information to our affiliated organisation and service providers in connection with our services.

Executions

SERVICE PROVIDER

SIGNED for and on behalf of
Guardian Home Support Pty Ltd
ACN 681 249 267
by its authorised representative:

_____
(Service Provider signature)

[Authorised representative name]

CLIENT

SIGNED by:

_____ _____

(Client name) (Client signature)