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Agreement for the Supply of Care and Supported Living Services

(Your attention is drawn specifically to text which has been highlighted in red, where you may want to consider alternatives to the suggestions made).

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Summary

Total number of hours each week for <u>personal support</u>	
Total number of hours each week for <u>domestic support</u>	
<u>Total number of hours each week</u>	

The above assessment was made on (Date) and will be subject to regular review.

If the Personal Care and Support Plan results in a change in support provision, and a subsequent change in charges, then you will be advised in writing. The charges per hour for practical support and for domestic support will vary, and will reflect the day/time the support is delivered. Charges may be reviewed at any time, although Clients will be provided with at least four week's notice of any significant change, prior to implementation.

The estimated weekly charge for support (in a week when no Bank Holiday rates apply) is £ This includes £ for services which are not based upon an hourly rate, and which are detailed, with costs, in the Personal Care and Support Plan.

Please read all documents carefully, and seek advice about anything that you do not understand before signing this contract.

Important Note – Disclaimer (does not form part of the Agreement)

This sample has been prepared to help you design a form of Agreement governing the relationship between you and your Clients. For the avoidance of doubt, **Ronecare Ltd do not offer legal advice and you are advised** to enlist the services of a Qualified Lawyer if you wish to satisfy yourself that the form of Agreement you settle on is to have legal force and effect, and contains no unfair terms. Whilst care has been taken in its preparation **Ronecare Ltd accepts no responsibility whatsoever for its content.**



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Agreement for the Supply of Care and Supported Living Services

This Agreement is made on the day of 20 between:

1. Insert details of the provider, including name, trading address/registered office address; telephone number; known in this document as “We”, “Us”, or “Our”.

And

2. Client's Name; Client's address; known in this document as “You”, or the “Client”

Signed on behalf of (Insert details of the provider)

Print Name and Position

Signed by/on behalf of (delete as applicable) the Client

Print Name

Where this Agreement is signed on your behalf the person who signs the Agreement:

- Agrees to irrevocably guarantee (by way of primary obligation) that you will perform the terms of this Agreement; (in the case of a relative or other third party);
- Commits you to performing all the terms of this Agreement. (in the case of a deputy or attorney).

This Agreement sets out the principal terms and conditions relating to our provision of care and personal support services to you. The Agreement may be modified from time to time, to reflect changing circumstances, and you will be advised when changes take place, and how they will affect you. In all cases we will give you reasonable notice of any change.

1.0 Right to cancel

1.1 You have the right to cancel this Agreement within the first 14 days. If you require support (the service) to be provided during this 14 day cancellation period we need to obtain your specific consent.

2.0 Consent to provide services within the cancellation period

2.1 I consent to the service being provided during the first 14 days of this Agreement and acknowledge that even if I cancel this Agreement I will be liable for the fees incurred for any services provided before cancellation takes effect.

Signed:

Print Name:

Date:

3.0 General scope of services

3.1 The Company is engaged in the provision of Personal Care and Support Services to individual Clients. The Company will visit the Client, prior to the commencement of service to discuss and agree the precise care and support needs (unless service provision is in an emergency). Following this visit the Company will draw up a Personal Care and Support Plan and present this to the Client, together with an accurate assessment of the costs involved in providing support in accordance with the plan.

4.0 Choice of Care and Support Worker

4.1 The Company recognises that the compatibility between the Client and his/her designated Care and Support Worker is crucial to the success of the Personal Care and Support Plan. The Company undertakes therefore to work with the Client towards ensuring that the Care and Support Worker(s) selected for the Client meet(s) with his/her approval. The Client has the right, at any time, to request a change of Care and Support Worker if, for any substantial reason, the relationship has broken down. However this should be a last resort after attempts to repair the situation have proven to be unsuccessful.

5.0 Permanent engagement of our Care and Support Worker

5.1 If you directly engage our Care and Support Worker you will be obliged to decide whether to:

(a) continue to have the Care and Support Worker supplied on the same terms for an extended period of 6 months from the date we receive notice of your intention to directly engage the Care and Support Worker, following which the Care and Support Worker will be able to transfer to you without the payment of any fee;

or

(b) pay us a **Permanent Engagement Fee** as set out in the Fee Schedule; for the avoidance of doubt the Fee will only be payable where the engagement occurs within 14 weeks of the date the Care and Support Worker first provided services or within 8 weeks of the date the Care and Support Worker last provided services.

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5.2 If you introduce a Care and Support Worker to another employer, or organisation similar to us which results in the engagement of that Care and Support Worker by the third party you will be required to pay an Introduction Fee to us as set out in the Fee Schedule. For the avoidance of doubt the Fee for the introduction of a Care and Support Worker to the third party will only be payable if an engagement takes place within 14 weeks of the date the Care and Support Worker first provided the services or within 8 weeks of the Care and Support Worker last providing the Services.

5.3 If you engage a Care and Support Worker direct you may become responsible for paying employers' national insurance contributions and maintaining employers' liability insurance in respect of the Care and Support Worker.

6.0 Keyholding

6.1 The Company will make suitable and permanent arrangements with you for entering your premises. Where keys are held by the Company then you will be asked to complete a key transfer form and a receipt will be given. Where access codes are required, the Company commits to protect the integrity of this information at all times.

7.0 Supplies and/or equipment

7.1 The Company does not provide any supplies or equipment in connection with the support services which are to be undertaken. All supplies and equipment (including cleaning aids, detergents, electrical equipment etc) necessary for the satisfactory completion of tasks must be supplied by you. You will be advised by the Care and Support Worker when equipment is needed or supplies need to be replenished.

8.0 Quality of service

8.1 The Company aims at all times to deliver a quality service to the highest standards. Information from Clients is a vital part of the Company's Quality Assurance Programme and Clients (and possibly relatives or representatives) will be asked for feedback on the quality of service they have received, on a regular basis. The Company welcomes complaints and suggestions (as well as praise, if it deserved) as a means of accurately judging the quality of its services and identifying ways of improving Client satisfaction. Any complaint made by or on behalf of a Client will be investigated and dealt with under the Company's complaints procedure, a copy of which may be obtained from the Company.

9.0 The services we will provide to you

9.1 Our objective is always to consistently provide you with the care and support you need. As such our first task will be to undertake a thorough assessment of your current needs, involving a discussion with you, usually in your home, covering a number of issues, such as your current treatments, likes, dislikes, allergies, lifestyle preferences, goals, aspirations, your search for more independence, your health and safety, etc. We may also need to talk to others involved in your care and support, such as family members, or relevant social/healthcare professionals so that we can get a complete picture. Should we be required to commence services in an emergency we will undertake such an assessment within **2-7 days of commencement**. If you are unable to fully express your preferences we will act in accordance with your best interests when making decisions on your behalf.

9.2 After the assessment, we will provide the services which have been agreed with you, and which are laid down in what is called your "Personal Care and Support Plan."
As your needs may change over time, then the Plan may be modified to suit your revised needs. **We will normally review the Plan after 2 - 4 weeks of the service starting, and at least annually thereafter.**
You may request a review of the Plan at any time and we may review the Plan as your circumstances change. You will be provided with a copy of the Personal Care and Support Plan when our services begin, and you will also receive notice of any revisions to the Plan, either through an updated Personal Care and Support Plan, or a written statement of the modifications we have agreed with you.

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Revisions to the Personal Care and Support Plan may result in some modification to the charges we make, either up, or down. In every case you will be given reasonable notice of any increase in our charges.

9.3 We will treat you with dignity and respect, ensure your privacy and allow you as much autonomy, independence and involvement in your care and support as you wish, within appropriate safe boundaries.

9.4 If your needs change or increase to such a level which cannot be met by us, we will tell you without delay. We will try to make mutually acceptable alternative arrangements for you as quickly as possible.

10.0 Our charges

10.1 Assessment Fee. We reserve the right to charge an initial one-off fee (listed in our Schedule of Fees) for the assessment we undertake prior to the completion of your Personal Care and Support Plan.

10.2 Deposit. At our discretion, we may ask you to pay a deposit (listed in our Schedule of Fees) in respect of the fees payable for our services. This deposit will be returned in the event that this Agreement is terminated in accordance with our Terms and Conditions. The deposit does not accrue interest.

10.3 Time sheets. You will be presented with a timesheet by each Care and Support Worker, each week, for signature, which confirms the hours worked, and the type of support provided. The time sheets are key documents, as they are the basis upon which the actual weekly charge is calculated. Part hours are rounded up to the nearest 15 minutes. Where timesheets are used to verify attendance we will ask that you sign the timesheet as an accurate record on every occasion a timesheet is presented to you. If you are assessed as unable to sign, then some other arrangements will be agreed with you and detailed in your Personal Care and Support Plan. If you feel that the timesheet details are inaccurate, you are asked to contact the Registered Manager prior to signature to discuss the matter and resolve any differences. Refusal to sign a timesheet does not remove your responsibility to pay fees.

10.4 Invoicing and payment. The fees payable by the Client reflect the type and frequency of care and support agreed in the Client's Personal Care and Support Plan together with any additional charges which have been agreed in writing. There is a minimum charge of **one half hour** each day. You will be notified of the fees to be paid by way of a weekly/monthly **(delete as applicable)** invoice. This invoice will contain details of any additional expenses which have been agreed with you beforehand.

10.5 We request that you pay our fees within **14/21/28/30 (delete as applicable)** days of the date of each invoice. The Company reserves the right to charge interest on outstanding fees. You will be advised of the amount of these fees before the commencement of our services to you, and the basis upon which these fees are calculated, **which will normally be on the basis of time spent.**

10.6 You will be responsible for the payment of fees in respect of the services we provide to you, as described in your Personal Care and Support Plan. We retain the right to contract with a third party (such as a debt factoring company) to collect fees on our behalf.

10.7 Where electronic call monitoring is used to verify attendance by the Care and Support Worker, then we ask that permission is given for the Care and Support Worker to use your landline phone upon arrival and departure. Calls made by the Care and Support Worker for this service are free. The Company will make separate arrangements in cases where a landline is not in existence. The Care and Support Worker is not authorised to use your phone for any other purpose, except to call the emergency services. If you allow the Care and Support Worker to use your phone, then the Company will not be responsible for your call charges or rental.

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10.8 Action to be taken upon failure to pay Fees

In the event that you have failed to pay the fees within **14/21/28/30 (delete as applicable)** days of the date of each invoice we retain the right to:

- Suspend the service until payment has been made in full; and/or
- Set off any amount owing to us against the deposit you have paid; and/or
- Charge statutory interest on the amount owing, in accordance with permissible rules and guidelines. In such cases we will issue a new and revised invoice.

11.0 Review of Fees

11.1 We will review Fees:

11.1.1 Annually, and at any other interval if:

11.1.2 There is a change to the service we provide, resulting in modifications to the Personal Care and Support Plan;

11.1.3 Where change is necessary owing to statutory, regulatory or safety requirements;

11.1.4 Where the cost of providing the service increases.

11.2 If the increase in fees is due to a modification in your agreed Personal Care and Support Plan, the fee increase will apply upon the introduction of the modification.

11.3 In all other cases we will give you at least **2/3/4 (delete as applicable)** weeks' notice of the introduction of the increase.

11.4 If you do not accept any increase in Fees, then you may terminate the Agreement in accordance with clause 20.

12.0 The people who will care and provide support for you, and the quality of care and support you can expect to receive

12.1 Your Personal Care and Support Plan reflects your individual needs and we will always attempt to match those needs with the skills, experience, aptitudes and competencies of the Care and Support Workers we allocate to your care and support.

12.2 Recruitment of Support staff and the protection of Clients

We take great care to employ the most suitable people to look after you and give you support. This includes personal interview of applicants, reference checking and checks with the Disclosure and Barring Service (DBS). The DBS checks provide additional confirmation that the Care and Support Worker is not on, for example, the lists of workers who are barred from working with vulnerable people and/or children.

12.3 Training and competence of Care and Support Workers

We train our Care and Support Workers so that they can look after you properly. All of our Care and Support Workers are required to follow policies and procedures which will ensure the highest quality of service to you, and to protect your confidential information

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12.4 Continuity of support

We recognise that support is best given when you and your Care and Support Worker have worked together for some time, and we will try to ensure that your Care and Support Worker is always the same person. Owing to holidays, sickness, etc. it may on occasion be necessary to provide you with an alternative but similarly experienced Care and Support Worker for a short period of time.

12.5 We will aim to provide services to you at the agreed time. It may be necessary, however, on occasion, to vary that time, owing to having to deal with adverse weather conditions, staff illnesses etc. We will aim to give you as much advance notice as possible if these circumstances arise.

12.6 If your Care and Support Worker does not turn up, or for any reason you are not satisfied with the standard of service, **please notify us without delay**, so that no time is lost in rectifying the situation to your satisfaction.

12.7 Please note that our Care and Support Workers are not permitted to carry out any of the following:

12.7.1 Heavy lifting of any kind, including lifting or moving you without either the appropriate equipment or sufficient number of people;

12.7.2 Household maintenance or DIY;

12.7.3 Assisting you with your finances, unless we have agreed to do this, and it is written into your Personal Care and Support Plan;

12.7.4 Administer medication, unless the Care and Support Worker has received adequate advance training;

12.7.5 Bring other members of their family or friends into your home;

12.7.6 Accept payment from you for services rendered.

13.0 Gifts and payments

13.1 All employees of the Company including the people who care and provide support for you directly (our Care and Support Workers) are not allowed to receive gifts or money from Clients, or to be a beneficiary in a Client's will.

14.0 Health and Safety

14.1 Prior to commencement of service the Company will undertake a health and safety assessment of your home in order to identify any specific hazards which may be present, and which may present a risk to the health, safety or welfare of the Company's staff. Where hazards are identified then a risk assessment will be completed and where necessary, advice given as to correction and maintenance. The Company will not permit staff to engage in any activity where a significant hazard is present, and the risk has not been eliminated or reduced to an acceptable level. In some instances this may require the service to be withheld or suspended.

14.2 Your responsibilities include:

15.2.1 Ensuring that your home is clean and free of risks and hazards;

15.2.2 Maintaining a safe passage to and from your home:

15.2.3 Providing suitable equipment to enable the Care and Support Worker to carry out their duties in a safe manner, such as appropriate aids for safe movement, lifting and handling, wheelchairs, and other mobility aids, domestic cleaning equipment etc. and ensuring that it is maintained in a safe condition at all times;

15.2.4 Telling us about any infectious disease in the household;

15.2.5 Telling us about anything which you think might pose a risk to our Care and Support Worker.

The Company will review the health and safety assessment at least annually, or whenever an accident or an untoward incident takes place.

15.0 Confidentiality

15.1 We will observe at all times the obligation we have to protect confidential information about you, and your care and support, and we will not disclose such information to any other person unless in our opinion such disclosure is in your best interest, is required in order to carry out the care and support plan we have agreed with you, or is required in law.

16.0 Records

16.1 We are required to maintain current and accurate records of the care and support you receive. As such your Care and Support Worker will maintain a record of the care and support given upon each visit to your home, together with any other relevant information.

16.2 These records are our property, and unless agreed otherwise, will be kept in your home. We ask that you return these records either upon request, or at the conclusion of service. We will provide copies for you should you so wish.

17.0 Insurance and Liability

17.1 The Company has comprehensive insurance cover in respect of Employer's Liability and Public Liability.

17.1 We accept no liability, howsoever caused, on behalf of ourselves, our servants, agents or contractors for any losses, costs, damages, claims or expenses in connection with our failure to provide our care and support services to you.

17.2 Our liability to you shall be limited to the extent of our insurance cover in respect of the claim from time to time. Our current insurance cover for public liability insurance in respect of any one claim is **£5 million**. Any consequences that arise out of the same act of default by us shall be treated as giving rise to only one claim.

17.3 You agree that any additional household or public liability insurance is your responsibility.

17.4 If you provide a vehicle to be used in connection with your support, you are required to ensure that the vehicle is appropriately insured, is in good condition, and is adequately maintained.

17.5 For the avoidance of doubt our liability does not extend to cover damage to your vehicle(s) howsoever caused. We will not accept liability for any excess, loss, expenses, damage or delay arising from such damage. All costs must be covered by your motor insurance policy, or home insurance policy or paid by you personally.

17.6 Nothing in this Agreement limits or excludes our liability for death or injury resulting from negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation.

17.7 You are advised to note that you may be legally liable for any death, personal injury, loss or damage suffered by employees of the Company (or other persons) to the extent that it arises from matters under your control and/or the responsibility, for example:

- The condition of your home;
- Any equipment provided by you for use by the employees of the Company;
- Any failure to disclose known risks to health and safety.

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17.8 As liability could, in the event of injury, death etc result in substantial claims being made against you, **you are strongly advised** to ensure that you hold adequate insurance in respect of such matters.

18.0 Withdrawal of Service

18.1 The Company may refuse to provide services where, in its opinion, the pattern and/or type of support requested is inappropriate to, or conflicts with, your needs or where the Company believes that it is not competent to deliver the support to the standards required. Once started, the Company may withdraw the support provided (either on a permanent or a temporary basis) in situations, for example, where:

- a) The health and safety of the Care and Support Worker is seriously at risk;
- b) The Care and Support Worker has received threats of violence;
- c) The Care and Support Worker has received any form of abuse;
- d) The pattern and/or type of care and support requested is inappropriate to your needs;
- e) You persistently object to Care and Support Workers assigned to deliver the services, such that the Company has serious difficulty in meeting your needs;
- f) You seek to unlawfully discriminate against Care and Support Workers supplied by the Company;
- g) You repeatedly fail to pay fees **within 7 days of their due date**, or if any charges remain unpaid for more than **12 weeks**.

18.2 The Company will endeavour to provide at least **one week's notice** to you of withdrawal of service although in certain situations, for example where the health and safety of either you or the Care and Support Worker is at risk, withdrawal may be immediate. If withdrawal of service is not permanent, you will be advised of the conditions which must be met in order to permit the resumption of service.

18.3 Smoking (in any form) is a recognised health hazard and we request that you, or anyone else in your home, do not smoke when our Care and Support Worker is present. If you do smoke when the Care and Support Worker is present, then they will be obliged to leave the home.

19.0 Complaints and feedback

19.1 We aim to provide an excellent service at all times, and if we fall short in this regard, we ask you to tell us, and hopefully we can put the matter right in an informal manner. You can do this by talking to your Care and Support Worker, or the Registered Manager, or someone could tell us on your behalf. If your issue is more serious and you wish to make a formal complaint, then this should be in writing, using our complaints procedure. More information can be obtained from the Registered Manager.

19.2 We don't wait for complaints to see how we can improve on what we do, so we ask our Clients on a regular basis for feedback about our service. This may be done either through a short interview with one of our staff, or by you completing a customer satisfaction survey. We hope that you will co-operate with these efforts which are designed simply to see how we can best improve our services to Clients generally.

19.3 On occasion we may want to monitor the quality of service directly by observing the Care and Support Worker at work. We will seek your consent, and try to give you as much warning as possible. We hope that you can co-operate with us in this regard.

20.0 Cancellation and Termination

20.1 You can cancel the service at any time (and for any reason) **within 7 days** of signing this agreement by giving us notice in writing.

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20.2 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 the Fee Schedule. If you suspend the service we cannot guarantee to provide the same Care and Support Worker upon resumption of the service.

20.3 In the event that you wish to cancel an individual assignment you must give us at least 24 hours' notice otherwise you will be charged for the assignment in full. If cancellation is because you have been admitted to hospital, fees will be chargeable, but only in relation to the time we were due to provide the Service on the day you were admitted to hospital.

20.4 We may terminate this Agreement:

21.4.1 By giving 14 days' written notice for any reason; or

21.4.2 After giving 14 days' written notice that you have failed to pay our Fees; or

21.4.3 After giving 14 days' written notice that we are unable to meet your needs;

21.4.4 This Agreement will terminate immediately in the event of your death and (for the avoidance of doubt) your estate will remain responsible for paying any and all outstanding fees.

21.0 Third Party Rights

21.1 No party who is not a party to this Agreement is to have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to benefit from, or to enforce any provision of this Agreement and the parties to this Agreement may agree to cancel or vary the whole of any part of this Agreement without being required to seek or obtain the consent of any third party.

22.0 Events beyond our control

22.1 We will not accept any liability for any delay or failure to perform the services under this Agreement caused by events beyond our control.

23.0 Assignment

23.1 We may transfer, assign, charge or deal in any other manner with all or any of our rights under this Agreement or may sub-contract any or all of our obligations under it.

24.0 General

24.1 We may vary these terms and conditions in writing by giving you and/or your representative at least **2 weeks' notice**. If you do not agree to the variation you may terminate this Agreement in accordance with clause 20.

24.2 If any provision of this Agreement is found by a court or other competent authority to be invalid or unenforceable that shall not affect the validity of the remainder of the Agreement.

24.3 The Agreement, the associated terms and conditions and the Personal Care and Support Plan constitute all the terms and conditions between you and us (subject to the variations allowed by those Terms and Conditions) and is made to supersede all previous agreements relating to your care and support.

24.4 You acknowledge that you have not been induced to enter into this Agreement by any representation or promise that the Agreement does not expressly contain.

24.5 Any notice required to be given by us under the Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by courier.

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24.6 This Agreement shall be construed in accordance with the laws of England and Wales and shall be subject to exclusive jurisdiction of the Courts of England and Wales.

25.0 Breach of Contract

25.1 Neither the Company nor the Client shall be liable for breaching the contract where there is any delay, or failure to perform any obligations which is caused by any factor beyond their reasonable control. If the Company does not take steps under the contract, where it was entitled to, the fact that it has not taken those steps does not mean that the Company has waived its rights under this contract, or in general law and the same applies to the Client.

26.0 Enforcement

26.1 If any part of this contract is found by a court or similar to be invalid, or unenforceable that shall not affect the other parts of the contract which shall continue to have effect. This contract will be governed by the English Law and the English Courts.



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Schedule of Fees (All Fees are subject to review at any time)

	Personal Support £ Per Hour	Domestic Support £ Per Hour
Weekday – Monday to Friday (8 am to 8 pm)		
Week Night – Monday to Friday (8 pm to 8 am)		
Weekend - Saturday and Sunday Day (8 am to 8 pm)		
Weekend – Saturday and Sunday Night (8 pm to 8 am)		
Bank or Public Holiday Day (8 am to 8 pm)		
Bank or Public Holiday Night (8 pm to 8 am)		

Notes:

VAT - In general, welfare services are exempt from VAT. **(You should confirm your VAT position with a professional adviser).**

Minimum Charge: A minimum charge of **(one/one half/one quarter)** hour applies **(Please add the detail)**

Travel Expenses: £0.25 per mile

Night “sleep-in” service: Inclusive charge: £80

Charges based upon time periods will be rounded up to the **nearest 15 minutes**

Live-in Service **(provide detail)**

Deposit: **(provide detail)**

Initial Assessment Fee: £ **(provide detail)**

Permanent Engagement Fee: In accordance with clause 5 of this Agreement, if you employ or engage the Care and Support Worker directly, we reserve the right to charge you a reasonable fee to cover our costs in recruiting and training an alternative Care and Support Worker which shall be a minimum of **£1,000**; alternatively you must hire the Care and Support Worker under the same terms for a further **6 months** following you giving notice to us.

Introduction Fee: In accordance with clause 5 of this Agreement, if you introduce the Care and Support Worker to a third party which results in their employment or engagement, we reserve the right to charge a fee which shall be a minimum of **£1,000**.

Cancellation Fee: **The cost of the scheduled assignment.**

Service Suspension Fee: **50% of the applicable daily rate stated in the Fee Schedule.**

(Note: Rates mentioned above are purely an illustration. You must decide your own fee structure)

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Costs Explanation

The cost of our service is calculated at £ per week. When the service is provided during a Bank Holiday, the cost of the service will increase. You will be notified in advance.

The cost of £ per week is calculated as follows:

	Personal Support £ Per Hour	Hours	Cost per week (£)	Domestic Support £ Per Hour	Hours	Cost per week (£)
Weekday – Monday to Friday (8 am to 8 pm)						
Week Night – Monday to Friday (8 pm to 8 am)						
Weekend - Saturday and Sunday Day (8 am to 8 pm)						
Weekend – Saturday and Sunday Night (8 pm to 8 am)						
		Sub Total Cost (A)			Sub Total Cost (B)	
		Total cost (A) + (B)				

Add the cost of additional services, as follows: £

Total cost each week = £ + £ = £

(This will increase when service is provided on a Bank Holiday)