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# Dementia Services Terms and Conditions – 1 April 2024

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<b>Client / Debtor No:</b>	
<b>Customer (I or you):</b>	
<b>Customer's address:</b>	
<b>Customer's representative:</b>	Name: Title: Email: Telephone: Postal Address:
<b>Client Policy:</b>	Council's policy on the operation of the Dementia services as updated from time to time
<b>Council (we):</b>	Elmbridge Borough Council
<b>Centre:</b>	Claygate Centre for the Community, Elm Road, Claygate, KT10 0EH
<b>Session days:</b>	Tuesday, Wednesday and Friday
<b>Session times:</b>	10am until 3pm on each Session's Day
<b>Charges:</b>	£60 per Session Day or any part thereof

1. I am self-funding	Yes / No (delete as appropriate)
2. If no, I am being funded by	
3. I consent to my photograph being taken and held for emergency purposes.	Yes / No (delete as appropriate)
4. I agree to pay the Charges and attend the Session Day(s) in accordance with the terms and conditions set out below.	Yes / No (delete as appropriate)



**Elmbridge**  
Borough Council

**Please sign and return pages 1 and 2 to the Dementia Services Manager by email to: [dementiaservices@elmbridge.gov.uk](mailto:dementiaservices@elmbridge.gov.uk) or by post to: Elmbridge Dementia Service, Elmbridge Borough Council, Civic Centre, High Street, Esher, KT10 9SD.**

Signed by The Customer or the Customer Representative on behalf of the Customer:

Signed by Elmbridge Borough Council Dementia Services Manager:

Date:

# Terms and Conditions

## 1. Interpretation

1.1 In this Contract, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00am to 5.00pm on any Business Day.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes email.

## 2. Session Days

2.1 I shall attend the Centre for the Session Times or part thereof on the Session Day(s)

2.2 Prior to first attending your first Session Day(s) you are required to attend a trial Session Day to assess your needs in the Centre and following that trial in our sole opinion we will confirm whether you can attend your Session Day(s) requested.

2.3 In signing this agreement means you automatically become a member of the Council's Centre for the Community and receive the same benefits as other centre members.

## 3. Activities, lunch and refreshments provided on the Session Days

3.1 We will provide such activities for you and other Customers attending on a Session Day as we consider appropriate. We can change any planned activities on any Session Day and we are not required to provide you notice of such changes.

3.2 We will provide you with a lunch which at our discretion will be either a hot or a cold meal and dessert. You or your Representative must provide us with any

allergy or special dietary requirements information on the first page of these terms and conditions and you must provide us with updates if this changes.

3.3 We will provide refreshments during the Session Times.

## 4. Payment

4.1 If you are self-funding, we will send you a bill. You should pay the charges as set out in your bill, in monthly instalments, within 14 days of the date of the invoice.

4.2 If you are being funded by another organisation, we will invoice that organisation on a monthly basis.

4.3 You are required to notify us as soon as you become aware of any funding by another organisation being stopped. If this funding is stopped, you will need to make a new application to us for Session Day(s). We cannot guarantee that the Session Day(s) will still be available.

4.4 If your Charges remain unpaid for a period of two calendar months this agreement will be cancelled, and you will not be entitled to attend your Session Day(s). You will only be able to reapply for Session Day(s) when you have paid all outstanding Charges. We cannot guarantee that the Session Day(s) will still be available.

4.5 We confirm that there is no VAT chargeable on the Charges.

4.6 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 5. Non-attendance

5.1 You must provide us with one months' notice of any planned non-attendance at your Session Day(s).

5.2 The full rate of £60.00 will be charged in the event of any non-attendance, not notified in accordance with 5.1 above, to cover staffing costs.

5.3 You must notify us of any non-attendance due to medical/hospital reasons as soon as reasonably possible.

5.4 If you do not attend your Session Day(s) for two consecutive weeks and we have not agreed to extended absence taking into consideration the reasons given under 5.1 or 5.2 above, then this agreement will be cancelled, and you

will not be entitled to attend your Session Day(s). You acknowledge that we cannot keep your Session Day(s) available when there is a long period of non-attendance and our decision on whether you can remain after a two-week period of non- attendance is final.

## 6. Conduct and Service provision

- 6.1 We will provide you the services as detailed in the Client Policy and you are required to comply with the provisions of the Client Policy.
- 6.2 We will not tolerate aggressive or disruptive behaviour towards staff or other customers attending the Centre, if you demonstrate such behaviour, we will cancel your agreement and you will not be able to attend your Session Day(s).

## 7. Liability

- 7.1 You are responsible for your own belongings whilst in the Centre and we do not accept any responsibility or liability for these.

## 8. Cancellation

- 8.1 You may cancel this agreement with two-weeks' notice.
- 8.2 We may cancel this agreement with immediate effect by giving you written notice:
  - 8.2.1 If you do not attend for a period of two-weeks or more in accordance with clause 5.4;
  - 8.2.2 If in our sole opinion your needs cannot be met during your Session Days or by attendance at the Centre; or
  - 8.2.3 If you fail to observe the Client Policy or your behaviour is in our sole opinion disrupting the operation of the Session Day(s).

## 9. Data protection

- 9.1 We ensure that we comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and we direct you to the Privacy Statements on the Council's website as to how we will process your personal data and how this may be shared with third parties.
- 9.2 We require an identification photograph to be taken of you and is held in our

records in use in emergency situations. Please indicate on page one whether you consent to us holding that information.

## 10. General

- 10.1 **Force majeure.** Neither party shall be in breach of the agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 10.2 **Governing law.** The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 10.3 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation.
- 10.4 We reserve the right to modify any Terms and Conditions to the service or the session charges. Nothing in these Terms and Conditions is intended to affect, nor will affect a client's statutory rights. We will give one month's notice for any changes.