

Care and Support Charging and Financial Assessment Framework



Reading
Borough Council
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Appendix I: Third Party Top Up Agreement

Provision of Accommodation of Choice - requiring a Third Party Top Up Contribution – Summary Page

Name of Resident	
Name of Third Party	
Relationship to Resident	
Address of Third Party	
Telephone number of Third Party	
Name of Care Home / Supported Accommodation	
Address of Care Home / Supported Accommodation	
Date of Placement	
Third Party Top Up Contribution	£ /week

Third Party Top Up Contribution Agreement

This Agreement is made on the *[insert Date]*

Between

Reading Borough Council, Civic Offices, Bridge Street, Reading, RG1 2LU (herein after referred to as 'the Council')

And

[Insert name of care provider] of *[Insert address of care provider]* (herein after referred to as 'the Provider')

And

[Insert name of person making top up contribution] of *[Insert address of person making top up contribution]* (herein after referred to as 'the Third Party')

Whereas

- A *[Insert name of service user]*
(herein after called "the Resident") wishes to reside at a *[care home* | supported living placement* | shared lives placement* *delete as appropriate]* called *[Insert Name of Home/accommodation name]* (herein after called "the Accommodation") which is accommodation operated by the Provider.
- B The Provider is willing to provide the Resident with care under and in accordance with the terms and conditions of the contract as agreed and signed between the Provider and the Council.
- C The Third Party has agreed to pay the Council the Top Up Contributions.
- D In the light of the agreement of the Third Party herein contained the Council is willing to nominate the Resident for occupation of the Accommodation provided by the Provider.

Agreed Terms

1. Definitions & Interpretations

In this Agreement the expression already defined shall have the meanings assigned thereto and the following expression shall unless the subject or context otherwise require have the following meanings.

"Agreement" means this Agreement between the Council, the Provider and the Third Party consisting of these clauses and any attached schedules and any other documents (or parts thereof) specified by the Council.

"The Contract" means the Council's Care Contract signed between the Council and the Provider.

"Personal budget" means the cost to the Council of meeting the needs identified in the care plan.

"Provider rate" means the amount the Provider charges.

"Third-Party" means person or persons named above and who have entered into this Agreement to pay the top up contribution.

“Top Up Contribution” means the difference between the Provider’s rate and the Resident’s personal budget

2. The Third Party agrees to pay the Sum of *[Insert Four-weekly Amount £]* being the difference between the Provider's rate (which at the date hereof is *[Insert Weekly Amount £]* per week) and the Resident’s personal budget (which at the date hereof is *[Insert Weekly Amount £]* per week). This should be paid on a four-weekly basis unless alternative arrangements are agreed in writing.
3. The Third Party shall pay the four-weekly Top Up Contribution to the Council by Direct Debit. The first contribution payment shall commence on *[Insert Start Date]* and subsequent payments shall be made on a four-weekly basis in arrears.
4. The Third Party agrees to pay the Top Up Contribution for as long as the Resident is in the Accommodation.
5. The Third Party is aware that the Top Up Contribution may vary as a result of the Provider reviewing their fee levels and this may affect the level of the top up payment. The Council is responsible for notifying the Third Party of any changes to the charges outlined in this Agreement.
6. The Council shall review the current arrangements following a change in the circumstances of the Resident or the Third Party or on an annual basis.
7. The Third Party shall notify the Council immediately of any changes in their circumstances which could affect their ability to make Top Up Contributions. This may trigger a review of arrangements.
8. In the event of the failure by the Third Party to pay the Top Up Contributions in full at any time the Council will have the right in 4-weeks’ notice to withdraw the Resident from occupation of the Accommodation and place the Resident in alternative accommodation that is affordable within the amount identified in the Resident’s Personal budget.
9. Any variation to this Agreement shall only be valid if it has been agreed in writing and signed by all parties.
10. This Agreement is governed by and shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

In witness whereof the parties have agreed and signed this Agreement on the day and year first above written.

1) Signed by the Third Party

Signature:

Name: