

**Third Party Top up Agreement**

**THIS AGREEMENT** is made on the [ 20  ]

**BETWEEN:**

[  ] **(“The Third Party”)[[1]](#footnote-1)** and **DONCASTER COUNCIL** **(“the Council”)** of Civic Office, Waterdale, Doncaster, DN1 3BU

Collectively “theParties”

This agreement is being made because:

[  ] (the **“Person**”) has chosen to live at [  ] (the “**Care Home**”).

[  ] (the “**Care Home**”) costs [£  ] per [week]

The amount identified for the provision of the accommodation in [  ] (the **“Person**”) Personal Budget is [£  ]

The additional amount to be paid by [  ] **(“The Third Party”)** is [£………….] per [week]

The Third Party paying the ‘top up’ is willing and able to meet the additional cost for the likely duration of the arrangement, recognising that this may be for some time into the future.

**THE COUNCIL AND THE THIRD PARTY HAVE AGREED AS FOLLOWS**:

1. The Third Party agrees with the Council to pay the sum of [£………….] per [week] to the Council on behalf of the Person, commencing on [enter date].
2. The Council agrees with the Third Party that the suitability of the home for the Person will be reviewed annually, unless there are circumstances, which indicate it would need to be more frequent. The Third Party will be consulted in the course of each review.
3. The Third Party agrees that the top up arrangement will be reviewed annually by the Council and that the amount of the top up may need to be revised, possibly due to a change in the Care Home’s fees or other changing circumstances.
4. In the event of the top up amount being revised, the Council agrees to provide the Third Party with a written statement explaining the changes. The Council agrees to give the Third Party at least 4 weeks written notice of any change in their top up amount. A variation to agreement will also be issued detailing the new top up sum.
5. If this top up agreement breaks down, for example due to non-payment of the top up amount, the Person may need to move to alternative accommodation suitable to meet their needs and affordable within the personal budget. As with any change of circumstance, the Council must undertake a new assessment before considering this course of action, including consideration of a requirement for an assessment of health needs, and have regard to the person’s wellbeing.
6. Where the Person has a change in circumstances that requires a new financial assessment and this results in a change in the level of contribution the Person makes, this may not reduce the need for a ‘top up’ payment.
7. EITHER Party may terminate this Agreement by giving not less than 4 weeks written notice to the other Party. As soon as such notice has been given, the Council will carry out a review with the Person (if such a review has not or is not already taking place).
8. If the Person moves from the Care Home without the Council’s written consent, this Agreement will terminate on the date the Person leaves the Care Home.
9. ANY dispute or disagreement arising under this Agreement may be referred to the Council’s online Complaint procedure to help resolve the matter without delay.
10. In signing this Agreement, the Third Party agrees
11. They have been advised to seek independent financial advice, which is available from a solicitor, Citizens Advice or Age UK for example.
12. To enter into a **legally binding and enforceable arrangement** in respect of responsibility for the ‘Third Party’ top up fee. In breaching this agreement, the Third Party will personally be liable for any non-paid, top up debt, for which recovery action may be taken by the Council.

**Signatures**

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| --- |
| **Third Party (payee)** |
| Signed:  |
| Print Name: |
| Address: |
| Contact telephone /mobile number: |
| Email address: |
| Date:  |
|  |
| **Doncaster Council** |
| Signature on behalf of Doncaster Council: |
| Print Name: |
| Date: |
|  |

1. If a top up is to be made by more than one Third Party, all Third Parties should be named at the start of the same Third Party Top Up Agreement and all parties should be signatories to that same Agreement. In such circumstances, all Third Parties are jointly and severally liable for the whole top up contribution, with a main bill payer identified. [↑](#footnote-ref-1)