

Guide for Self Employed Service Providers in Home Care



Mark Bates Ltd
THE HOME OF PREMIER CARE

The outbreak of COVID-19 (also known as Coronavirus) is a current public health issue and as such certain precautions need to be taken with both your own health and also the people you assist. The situation is constantly changing but we have put together answers to common questions being asked by others in your situation - find our guidance below.

My client has decided that they do not want support during this time, what notice can I expect from them to terminate our arrangement?

This will depend upon the terms of any agreement you have in place with them. If you signed an agreement with your client at the beginning of your arrangement, that contract may set out a notice period. A client would usually have to pay for your services in full during a notice period, even if they don't want you to attend their home, but your contract will determine if that is the case.

If you don't have a written contract you may find evidence of your arrangement in letters, emails or other documents.

Where you are genuinely self-employed and an agreement has not been made as to a notice period, your client will be able to terminate your services immediately and pay you only for the work that you have completed so far.



I have a client who is self-isolating due to concerns that they, or someone in their household, have symptoms of Coronavirus. I feel unsafe, am I obliged to attend work for them?

At present the Government have not made self-isolation mandatory. Even if this were the case, there will always be a need for the most vulnerable in our society to be cared for, whether they are sick and have personal care needs which need to be provided for as a result of the Coronavirus or otherwise.

You are free to continue your business and in doing so it is your responsibility to ensure that you and your workers of yours have safe systems of work. You will be familiar with everyday risks of the work; however, the Government recognise the difficulty for home care workers under these circumstances and so have produced some helpful guidance for home care providers, this can be found at:

<https://www.gov.uk/government/publications/covid-19-residential-care-supported-living-and-home-care-guidance/covid-19-guidance-on-home-care-provision>

If you decide that you do not want to take the risk of continuing your work personally, it is advisable to check the terms of any written agreement with your client. It may be that you have a right to send someone else into the client's home to carry out the work on your behalf. This could be another worker or contracted work through an agency for example. Be sure that any workers engaged by you to carry out the work are provided with the right health and safety procedures and protective equipment and clothing, as suggested in the Government guidance.

If you are not sending in a replacement for the work and simply want to terminate the arrangement with your client, you must check your service contract. Many service contracts will provide a notice before termination, in which case you should work that notice period if you want to avoid being in breach of contract. If you were to breach a notice period, the client would have the right to legal redress against you for any losses they suffer as a result of your breach, this may include the additional cost of alternative agency fees for example.



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I am not sick but in following the Government guidance to self-isolate, I am unable to attend to my clients in their home, what are my rights?

The current guidance is:

If one person in any household has a persistent cough or fever, everyone living there must stay at home for 14 days

This is guidance only and is not mandatory. Even so, you would be sensible to recognise that the guidance is there for very good reason and wish to avoid the risk of infection spreading to your client.

It is hoped, given the seriousness of the circumstances, that clients will understand your self-isolation amounts to being incapable of work. That so you can continue in the same way, had sickness occurred in everyday circumstances, such as bringing in a replacement worker or using an agency. As a self-employed person, you are not entitled to statutory sick pay.

If you are willing to attend to work despite the current measures, it would be wise to speak to your client about it first. Your contract may provide specific conditions for circumstances where you are sick, but if not, this is an ideal time to communicate and attempt to find common ground. Some clients may be happy to simply defer your work for the 14-day period and recommence once your isolation period ceases, without the need for formal termination of the arrangement.

My earnings are significantly impacted because of the Coronavirus, what help can I get from the Government?

The Government are changing financial measures daily but have committed to doing whatever is needed to help the nation come through this crisis.

It has been announced that the Government are making provisions for loans to small businesses who have suffered interruption to their businesses.

The Government have announced that those affected by Coronavirus will be able to apply for Universal Credit and can receive up to a month's advance up front without physically attending the job centre. The 7 waiting days for ESA for new claimants will not apply so it will be payable from day one. Self-employed claimants for Universal Credit will not have a 'Minimum Income Floor' applied for a period of time while affected.



If you need any further advice regarding the support you provide and have a PCA policy

Call: 0161 603 2167

Email: premiercare@msl.co.uk

MSL

Legal & Employment
Advice Line

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