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LEGAL ENGAGEMENT FOR HOME CARE SERVICES

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This Agreement for Homecare Services is entered into thisday of2022 (“effective date”) by and between DOXA EMPOWERMENT FOUNDATION (“Agency”) having its primary address at 25 Omobolaji Olaniran Street, Isashi by Maryola college, Isashi, Lagos; and

.....in his/her capacity as guardian of (“client”) having its primary address at

It is understood that the Guardian and Client are collectively regarded as the client and are jointly and severally responsible for performance of this contract. References to Client in this Agreement also refer to the Guardian.

Agency and Client are individually referred to as Party and jointly referred to as Parties.

WHEREAS

The Guardian is desirous of engaging the services of the caregiver for the provision of homecare services (“services”) to the Client, and the caregiver has the expertise in providing homecare services, parties hereby enter into this agreement on the terms and conditions set out below.

DEFINITIONS

Caregiver shall refer to persons assigned by the Agency to the Client from time to time.

Caregiving shall refer to the services filled out by the form on the Agency’s website.

Client’s home shall at all times refer to the address as indicated by the Client on the Agency’s website.

Website shall refer to the DOXA VISION PROJECTS INC.ORG website, parent body to the Agency.

COMMENCEMENT

The commencement date shall be the date of execution of this Agreement. Where the application form on the website is filled on a different date, the date of execution of this Agreement shall prevail as the commencement date.

DURATION

This Agreement shall be for an initial period of and shall be renewable on such terms and conditions as Parties shall agree from time to time.

AGENCY’S COVENANTS

The Agency shall subject to the complete application form being filled out on its website by the Client, provide a caregiver for the Client.

The Agency shall inform the Client of the identity of the caregiver 48 hours before the resumption of caregiving duties.

The Agency shall use its best endeavour to ensure the caregiver assigned to the client is not replaced without adequate notice of at least 48 hours.

The Agency shall change the caregiver assigned to the Client upon request in a period of not more than 48 hours. Provided always that the Client shall give detailed reasons for a request for change of caregiver.

GUARDIAN AND CLIENT'S COVENANTS

The Client shall indicate the nature of services required on the Agency's website.

The Client shall inform the Agency of any medication being administered to the Client.

The Client shall inform the Agency of any medical conditions or any seasonal psychological conditions that may result in violent behaviour that the Client may have. The Agency contracts to keep the Client's information confidential at all times in line with the Confidentiality terms as provided by this Agreement.

The Client shall not require the caregiver to perform any roles outside the Client's home not indicated on the application form on the website. Where an emergency requires the performance of roles not specified on the application form on the website or in this Agreement, the Client shall promptly inform the Agency.

Upon dissatisfaction with services, the Client shall notify the Agency and request a change of caregiver.

The Client shall not verbally or physically abuse the caregiver in the course of the services being rendered but shall channel all complains to the Agency.

COSTS AND CHARGES

The costs of providing the services shall be(exclusive of VAT which stands at 7.5% of the sum) and becomes payable upon the execution of this Agreement.

Parties agree that a non-refundable fee of 8.75% of the total fees shall be deposited in the Agency's account as provided on its website before the commencement of the services.

Parties agree that all payments shall be made directly to the Agency's account and not directly to caregivers. The Guardian and Client shall indemnify the Agency for any unaccounted sums passed through a caregiver.

Charges and incidental expenses incurred in the course of providing services shall be paid for by the Client.

TERMINATION

Either party may terminate this Agreement in writing upon reasonable notice being given. The Agency reserves the right to terminate the Agreement if the Client neglects to pay a bill or places

the caregiver in any form of danger. The Client shall not demand a refund of payment for services already rendered.

REPRESENTATIONS

Each Party represents to the other that it has the necessary authority to validly accept and perform the obligations required under the terms of this Agreement.

CONFIDENTIALITY

The Agency shall ensure that all of its employees and caregivers shall hold confidential all personal and medical information of any nature or kind concerning the Client or any other person, acquired in their course of rendering services and shall use such confidential information solely for the purposes related to their capacity as caregivers.

Caregivers shall write reports of any known indirect, incidental or consequential losses or damages incurred or suffered by the Client including but not limited to death, accidents or other unfortunate incidents. Reports submitted to the Agency shall not be considered a breach of confidentiality.

EXCLUSION OF LIABILITY

The Agency shall not offer medical services and shall not be liable for any indirect, incidental or consequential losses or damages incurred or suffered by the Client. Such losses shall include but not be limited to death, accidents, or other forms of unfortunate incidents.

NOTICES

All notices shall be by telephone call and sms. Messages sent shall be deemed to have been delivered after 72 hours.

WAIVER

Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement. All waivers shall be in writing.

GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria. The Parties shall use their best endeavour to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement amicably through mutual discussion. Parties reserve the right to institute legal proceedings for damages with respect of breaches to this Agreement where amicable settlement fails.

CONFIRMATION

If these terms and arrangements are satisfactory and in accordance with your understanding of what is expected of the Agency, kindly arrange for the execution of this Agreement on the signature column below and return the signed copy to the Agency.

This Agreement was executed by the Parties the Day Month and Year above written.

SIGNED FOR DOXA EMPOWERMENT FOUNDATION

.....

**Copy to be returned to DOXA EMPOWERMENT AGENCY.
Via Email:doxa92j@gmail.com**

SIGNED BY GUARDIAN/CLIENT

I accept the terms of this Agreement.

Signed: -----

Name: -----

Relationship to Client: -----

Date: -----