CHOOSING LIVE-IN CARE

Care contracts: what to check before you sign

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IN BRIEF

If you pay for your own care, you have a contract with the care provider, and consumer law requires its terms to be clear, fair and available before you agree. Check the price and what it includes, every extra charge, how and when fees can rise, deposits, notice periods, what happens during a hospital stay or after a death, your right to cancel and how to complain. An unfair term is not binding on you.



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Who your contract is with

Who the contract is with depends on who arranges and pays for the care:

- **Paying for your own care:** the contract is between the person receiving care (or someone legally acting for them, such as an attorney under a Lasting Power of Attorney) and the provider.
- **Direct payments:** the person uses council money to buy care, so the contract is again between them and the provider (see direct payments).
- **Council-arranged care:** the council usually contracts with the provider, and the person pays the council any assessed contribution.
- **NHS Continuing Healthcare:** the NHS arranges and pays for the care (see NHS Continuing Healthcare).

This guide focuses on contracts that people sign themselves.

The law that protects you

- **Consumer Rights Act 2015.** Contract terms must be fair and written in plain, clear language. An unfair term is not binding on the consumer. Services must be provided with reasonable care and skill, and a provider cannot exclude or restrict its liability for death or personal injury caused by negligence.
- **Consumer Contracts Regulations 2013.** Providers must give key information before you are bound, and contracts agreed away from the provider's premises, for example at your kitchen table, or at a distance, by phone or online, carry a 14-day right to cancel.
- **Digital Markets, Competition and Consumers Act 2024.** Since 6 April 2025, the Competition and Markets Authority (CMA) can enforce consumer law directly, including fines. Misleading pricing, such as leaving compulsory charges out of the headline price, is an unfair commercial practice.
- **CQC regulations.** A registered provider must give anyone paying for their own care a written statement of the terms and conditions, including the fees and how they are paid, as far as possible before care starts.

The CMA has published detailed consumer law advice for care homes. It is written for care homes, not care at home, but it is the clearest statement of how the regulator views care contracts, and its principles are a useful benchmark for any care contract. The points below draw on it.

The price and what it includes

- The hourly or weekly price, and whether it changes at weekends or nights.
- Exactly what is included: for live-in care, the carer, cover for their time off, the care plan, reviews and office support.
- How you will be billed: weekly or monthly, in advance or in arrears, and how to pay.
- Whether the price depends on the assessed level of care, and what happens if needs change.

Extra charges

Every charge you must pay should be clear before you agree. Look for:

- cover for the carer's daily break, if the person should not be left alone;
- carers' travel costs, especially at live-in changeovers;
- food for a live-in carer, or a food allowance;
- mileage if the carer drives the person or uses their own car;
- bank holiday rates, and which days count;
- extra charges for disturbed nights or for a second carer;
- fees for changes or cancellations at short notice;
- any administration, set-up or assessment fees.

How and when fees can go up

The CMA's view is that a contract should clearly explain when fees can change and how the change will be worked out, for example at an annual review on a set date, or when care needs change significantly. A term giving a provider an unlimited right to raise fees is likely to be unfair.

For changes, the CMA's care home advice says people should usually get at least 28 days' notice, and be able to leave without penalty before the change takes effect if they do not accept it. Ask for these protections in a home care

contract too.

Deposits and advance payments



The CMA says upfront payments are likely to be unfair unless they are a fair deposit or an advance payment of the regular fees. Check how much any deposit is, what it covers, and exactly when and how it will be refunded.

Notice periods and ending the contract

- How much notice you must give to end or reduce the care.
- How much notice the provider must give, and the reasons it can end the contract.

For care homes, the CMA says the reasons for ending a contract should be valid and set out upfront, for example that the person's needs can no longer be met even with reasonable adjustments, or that there are large, repeated unpaid fees. It says the provider should consult the person and their family first, and give at least 28 days' written notice.

Hospital stays

If the person goes into hospital, what happens to the care and the fees? For live-in care, ask:

- Do we pay to keep the same carer available, and for how long?
- Is there a reduced rate during a hospital stay?
- What happens if the stay is longer than expected?

After a death

The CMA has said that terms requiring care home fees to be paid for extended periods after a resident has died are likely to be unfair. Check what a home care contract says about notice and fees after a death, so that a grieving family is not faced with unexpected bills.

Changes to the care and the carer

You should receive the service you agreed to, not something significantly different. Terms that let a provider make wide changes for its own benefit are likely to be unfair. Check how changes to care times, carers or tasks are agreed with you, and how much notice you will get.

Liability, insurance and belongings

Watch for terms that say the provider is not responsible when things go wrong through its own fault; the CMA lists these as potentially unfair. Ask what insurance the provider holds and how it handles damage to property or lost belongings.

Your right to cancel

If you agree a care contract at home, or by phone, email or online, you usually have 14 days to cancel without giving a reason. If you want care to start within those 14 days, the provider must have your express request, and for a contract agreed at home that request must be recorded in writing or another durable form. If you then cancel, you pay for the care already provided, in proportion. If the provider did not tell you about your right to cancel, you do not have to pay for care given during the cancellation period.

Complaints

The contract should explain how to complain, how quickly the provider will respond and how to escalate it. Every CQC-registered provider must have a system for handling complaints and must investigate them properly. The CMA says care homes must never discourage complaints or threaten to ask someone to leave because they complained, and the same standard should apply to care at home. If you are not satisfied with the provider's final response, or have had no reply within a reasonable time, the Local Government and Social Care Ombudsman (0300 061 0614) looks at complaints about adult social care, including care that people

arrange and pay for themselves. It expects you to complain to the provider first, and to come to it within 12 months of knowing about the problem. For disputes about the contract itself, such as fees, the Citizens Advice consumer helpline (0808 223 1133) can help.

Clear terms and worrying terms compared

Topic	Wording that sounds fair	Wording to question
Fee increases	"Fees are reviewed once a year in April. We will give you at least 28 days' written notice, and you may end the contract without penalty before the new fee applies."	"We may vary our fees at any time."
Extras	"The weekly fee includes [list]. The only additional charges are [list, with amounts]."	"Other charges may apply."
Deposit	"A deposit of [amount], refunded within [number] days of the contract ending, less any unpaid fees."	"A non-refundable administration fee of [large amount]."
Ending the contract	"Either side may end this contract with [number] days' written notice. We will only end it for the reasons set out in clause [x], after talking with you."	"We may end this agreement at our discretion."
Hospital stays	"If you go into hospital, [what happens to the carer and the fee], for up to [period], after which we will agree next steps with you."	Nothing about hospital stays at all
Liability	"We will take reasonable care and skill and are responsible for loss or harm caused by our negligence."	"We accept no liability for any loss or damage."

A contract checklist to print

- [ ] We have the provider's full written terms and a written quote.
- [ ] The weekly or hourly price, and exactly what it includes, are clear.
- [ ] Every extra charge is listed with an amount.

- [ ] It explains when and how fees can rise, with notice.
- [ ] Any deposit, and when it is refunded, is clear.
- [ ] Notice periods are clear and reasonable on both sides.
- [ ] It says what happens during hospital stays and after a death.
- [ ] It explains how changes to care times, tasks and carers are agreed.
- [ ] It does not exclude the provider's liability for its own mistakes.
- [ ] The complaints procedure, and where to go next, are included.
- [ ] We understand who is signing, and in what capacity.
- [ ] We have been told about the right to cancel, if it applies.

Example email asking for clarification

> Subject: Questions about your terms before we sign
>
> Hello, thank you for the quote and contract for my mother's care. Before we sign, please could you confirm in writing: (1) the full list of extra charges and their amounts; (2) when and how fees can increase, and how much notice we will receive; (3) what happens to the care and the fees if she goes into hospital; (4) the notice period on each side; and (5) what happens to fees and notice after a death. We would also like clause [number] to be explained or changed, because [reason]. Thank you, [name, phone number]

What to do next

1. Ask for the standard terms and a written quote before the assessment, or at it.
2. Read every page with the person, or with the attorney acting for them.
3. Use the checklists above and write down your questions.
4. Ask for anything unclear to be explained or changed, in writing.
5. Keep a signed copy, the quote and the care plan together.
6. If you need advice, call the Citizens Advice consumer helpline on 0808 223 1133.

How we can help

Day and Nightcare provides fully managed live-in care anywhere in England from £1,550 a week, with a written quote after a free initial assessment. We are registered with CQC and rated Good, and we have supported people at home since 2008. Our written terms come with your quote, so you can read them, and ask us about anything in them, before you decide. Call 01865 715780, or see our costs and funding page.

Common questions

Does consumer law apply if the council pays for the care?

Yes, you still have consumer rights; the CMA has said that care home residents have them whoever pays. When the council arranges home care, the contract is usually between the council and the provider, so ask the council which terms affect you and for a copy of the relevant parts. If you use direct payments to buy care yourself, the contract is between you and the provider, so check it as carefully as a private contract.

Can I sign the contract on behalf of a relative or friend?

Only if they ask you to and understand what they are agreeing to, or if you have legal authority to act for them, such as a Lasting Power of Attorney for property and financial affairs or a deputyship order. Signing in your own name, or as a guarantor or responsible person, could make you personally liable for the fees. Read the wording carefully and take advice from a solicitor or Citizens Advice if you are unsure.

Is a verbal agreement enough?

No. A CQC-registered provider must give anyone who pays for their own care a written statement of the terms and conditions, including the fees and how they are paid, as far as possible before the care starts. A written contract protects both sides: you know exactly what you are paying for, and the provider knows what it has agreed to do. If anything important is agreed in conversation, ask for it in writing.

What if I think a term in the contract is unfair?

Ask the provider to explain or change it before you sign; many will. Under the Consumer Rights Act 2015, an unfair term is not binding on the consumer. You can get free advice from the Citizens Advice consumer helpline on 0808 223 1133, which can also pass information to Trading Standards. For complex or high-value contracts, a solicitor can review the terms.

How long should I be given to read a care contract?

Long enough to read it properly and ask questions. The CMA's advice for care homes says people should get the standard terms upfront and have enough time to consider the final offer before accepting it. The same good practice applies to care at home. Be wary of any provider that asks you to sign on the day, and never sign a contract you have not read in full.

Sources and further information

- GOV.UK (CMA): Care homes, consumer rights for residents and their families
- GOV.UK (CMA): Care homes, consumer law advice for providers
- Legislation.gov.uk: Consumer Rights Act 2015
- Legislation.gov.uk: Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Legislation.gov.uk: Care Quality Commission (Registration) Regulations 2009, regulation 19 (fees)
- GOV.UK (CMA): Unfair commercial practices guidance (CMA207)
- Citizens Advice: Get more help with a consumer problem
- Local Government and Social Care Ombudsman: Adult social care

Read next

CHOOSING LIVE-IN CARE

How to choose a care provider: checklist and questions to ask

A practical checklist for choosing a home care or live-in care provider in England: the questions to ask about training, continuity, out-of-hours support, care plans, reviews, complaints, prices and notice, the red flags to watch for, and how to use CQC reports and reviews.

Read the guide →

PAYING FOR CARE AND REDUCING THE COST

How to reduce the cost of care: a guide for families in England

The main legitimate ways to reduce what you pay for care at home in England in 2026/27: NHS Continuing Healthcare, council funding and the means test, benefits, Pension Credit, council tax discounts, free reablement and equipment, grants, carers' support and direct payments.

Read the guide →

CHOOSING LIVE-IN CARE

What is live-in care? A complete guide for families in England

Live-in care explained for families in England: what a live-in carer does day and night, who it suits, breaks and rotas, couples and pets, how it compares with visiting care and care homes, typical costs, funding, regulation and how to start.

Read the guide →

All guides in the information centre Check what help you could get

Talk to our care team: 01865 715780

enquiries@dayandnightcare.co.uk · Out of hours: 07775 686272

Day and Nightcare Live In Limited, 9 Hollow Way, Cowley, Oxford OX4 2NA

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