**WORKING AGREEMENT**
*This agreement is between a self-employed Personal Assistant (PA) and the individual arranging support (either the Service User or their appointed Representative). The PA agrees to provide support services as outlined below.*

**1. Description of Service**

Brief description of the support or tasks the PA will provide:

**2. Parties to the Agreement**

**PA**

* Name:
* Contact Number:
* Address:

**Individual**

* Name:
* Contact Number:
* Address:

**If the Individual is not the Service User**

* Name of Service User:
* Relationship to Service User:

**3. Service Details**

* **Start Date of Services**:
* **Rate of Pay Agreed**:
* **PA’s HMRC Unique Tax Reference Number**:
* **Public Liability (PL) Insurance Provider**:
* **PL Insurance Policy Number**:

**4. Responsibilities of the PA**

The PA agrees to:

* Register with HMRC and provide evidence of self-employed status.
* Be solely responsible for their own tax and National Insurance contributions.
* Maintain valid Public Liability Insurance and provide a copy to the Individual.
* Submit regular invoices detailing services provided, including dates and times (no advance invoicing).
* Provide at least one week’s notice to terminate the agreement.
* Consider a contingency plan for periods of unavailability.

**Important**: The PA agrees to indemnify the Individual against any claims or liabilities from HMRC regarding unpaid tax or National Insurance contributions.

**5. Responsibilities of the Individual**

The Individual agrees to:

* Provide at least one week’s notice to terminate the agreement.
* Retain the right to amend the agreement in writing, with mutual consent.

**6. Privacy Notice**

In accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, the Personal Assistant (PA) is a data controller and is committed to protecting the privacy and security of the Individual’s personal data.

**What data is collected:**
The PA may collect and process personal information including, but not limited to, the Individual’s name, contact details, health and care needs, and any other information necessary to provide agreed support.

**Purpose of data collection:**
This data is collected solely for the purpose of delivering support services as outlined in this agreement.

**Lawful basis for processing:**
The lawful basis for processing this data is the performance of a contract and, where applicable, the provision of health or social care.

**Data sharing:**
Personal data will not be shared with third parties unless required by law or with the Individual’s explicit consent.

**Data retention:**
Personal data will be retained only for as long as necessary to fulfil the purposes of this agreement and to comply with legal obligations.

**Your rights:**
The Individual has the right to access, correct, or request deletion of their personal data. Concerns can be raised with the Information Commissioner’s Office (ICO) at www.ico.org.uk.

Contact:
For any data protection queries, the Individual may contact the PA directly using the contact details provided in Section 2.

**6. Signatures**

**PA**
Signature: \_
Date: ***\_***

**Individual**
Signature: \_
Date: ***\_***

**Witness**
Name: \_
Signature: \_
Date: **\_**