



**Association of
Independent
Care Advisers**

Code of Practice

Orchard House
Albury
Surrey
GU5 9AG
Tel: 01483 203066
Fax: 01483 202535
Email: info@aica.org.uk

1. Preamble

- 1.1 There is no specific or other regulation of care and placement advice services. Members of this Association have agreed to abide by this Code of Practice.

2. General

- 2.1 Members shall at all times act with honesty and integrity.
- 2.2 Members will adhere to the highest standards of integrity in marketing their services. In particular they will honour the terms of the British Code of Advertising Practice.
- 2.3 Advice given to clients must be objective and independent, and must in particular be uninfluenced by any financial or personal interest.
- 2.4 No gift of significant pecuniary value may be accepted from any customer (see the definitions in paragraphs 3.1 – 3.3 below). Where a bequest is made to a Member from any customer, the Member shall inform the Association of the full circumstances, so that these can be considered in the context of this Code.

3. The Customer

- 3.1 Members owe a professional duty to several separate categories of customer. These include both care providers and the care consumers whose needs Members exist to serve. However, the prime responsibility must be to the care consumer.
- 3.2 Care providers include owners, operators and staff of domiciliary services, sheltered housing and care homes.
- 3.3 ‘Care consumers’ include both elderly people and people with disabilities or mental health needs for whom care is sought. In the code the term “client” is used for this group. The term “carers” is used for their relations, friends and carers who may be involved in the search for and purchase of care.
- 3.4 Members must do everything possible to identify appropriate care providers to meet the care requirements of their clients, and must place the interests of clients before all other considerations, subject only to the provisions of paragraphs 3.12 and 3.13.
- 3.5 If unable in any instance to offer a genuinely appropriate care solution, Members must decline or abandon the case and if possible suggest alternative sources of help or advice.
- 3.6 Where assessment is not required by a client, Members may employ appropriate information based on facts provided by or on behalf of that client.
- 3.7 The dignity, individuality, responsibility and rights of the clients must be recognised and respected. Personal choice is paramount, and Members will always ensure that the client plays as full as possible a part in all decisions about the care required.
- 3.8 Members must understand and respect the confidentiality of knowledge and information relating to clients, carers and care providers. Personal information about a client may be used only with the consent of the client or informant. Data is held subject to the Data Protection Act 1998.

- 3.9 In order to maximise effective choice, Members must ensure that clients are aware that a wide variety of possible care options is available, and must draw client's attention to the statutory benefits to which they may be entitled.
- 3.10 Except insofar as it is relevant to a client's care needs, Members will not act selectively towards clients or other customers in respect of their age, nationality, ethnic or national background, cultural background, beliefs, sex or sexual orientation, personality, disability or social or financial status.
- 3.11 Members will, however, seek to ensure that care facilities offered conform, as far as possible or reasonable, with the client's needs or preferences in respect of any or all of the considerations listed in paragraph 3.10.
- 3.12 Where there is any conflict of interest between customers, a Member's ultimate responsibility will always be, without exception to the client. Consideration must always be given to the client's express wishes, but the Member is entitled to take a view and to give advice as to the client's true interest, which may on occasion be judged to be at variance with these wishes.
- 3.13 The Member will also pay due regard, but always subject to the provisions of paragraph 3.12, to the interests and desires of other parties. It must be recognised in particular that there will at times be a conflict of interest between client and carer. In such a situation the Member's primary concern will still be the needs of the client, but account should also be taken of the needs of carers to lead their lives without unreasonable levels of demands and stress. The aim should be to arrive at the least damaging solution for all concerned.
- 3.14 The Member must use skill and judgement objectively in the best interests of the client to suggest appropriate care facilities. But the decision as to the care to be employed, together with any contract which may result, is in the sole responsibility of the client. The Member is an adviser and intermediary, and is under no circumstances to be regarded as a principal.

4. Operation of the Service

- 4.1 The independent status of Members is of key importance. Membership is not permitted to individuals or organisations with a financial or commercial interest in domiciliary or residential care services.
- 4.2 Members are entitled to receive payments from any body or organisation in return for the introduction of clients. Members may not however, compromise their independence by entering into agreements to fill a minimum number of vacancies or deliver a particular volume of business.
- 4.3 Where an introduction fee is payable, this must be acknowledged in response to any enquiry from the client or the client's representative.
- 4.4 When approached for assistance, and before accepting a case, the Member must inform the client or carer, or the person making the approach, in writing, of any charges the Member expects to make. Any additional charges which the Member may consider justified by the particular circumstances of the case will be subject to the agreement of the client.
- 4.5 The Member will seek to obtain from the client and other available sources as much information as may be necessary in order to give good advice, with the aim of meeting the agreed requirements as precisely as possible.
- 4.6 The Member will ensure that the information provided to every client will be appropriate to his or her needs and of the highest standard reasonably affordable, taking into account the expressed wishes of the client.

- 4.7 Whatever the needs, the Member will in every case make the utmost effort to offer a choice of facilities.
- 4.8 Subject to the agreement of the client or the responsible carer, a case may be referred from one Member to another if this is likely to enhance the opportunities for fulfilling the client's requirements. If these have already been determined, such referral may be undertaken without a further discussion with the client, since Members have agreed to accept each other's assessments. The income arising from such a case may be shared between the Members concerned at their discretion, provided that the referral shall not affect the charges made to the client.
- 4.9 Members must ensure that they have an effective procedure for dealing with complaints. If a client considers that a satisfactory response has not been received, he or she is entitled to complain in writing to the Association, which will investigate and report the outcome to both the client and the Member. If the Member is not prepared to accept and act in accordance with the findings, the sanction of withdrawal of membership is available to the Association.