Reservation of Rights Rider 31/07/2026

Reservation of Rights Rider to Signed Direct Payment Agreement

This Rider is attached to and forms part of the signed Direct Payment Agreement delivered to the Council on 31 July 2026.

This Rider is not a refusal to sign the Agreement, is not a counter-offer, and is not intended to prevent implementation.

It is notice that the Agreement is signed under protest and under practical compulsion, and that signature does not waive statutory, common-law, appeal, JR, financial, Equality Act, Human Rights Act, damages, restitution, or recovery of sums due rights.

If the Council contends that it cannot accept this Rider or cannot accept a signature under reservation of rights, it must identify the legal basis for that position immediately and must also identify what lawful interim mechanism it will use to meet assessed eligible needs without further delay.

I sign the Direct Payment Agreement strictly under protest, under practical compulsion, and with full reservation of rights.

My signature is provided only to remove the Council's stated administrative reason for non-payment and to secure urgent care and support.

My signature does not mean that I have received, accepted, agreed to, or waived any objection concerning:

1. the Statement of Financial Circumstances
2. the personal budget calculation;
3. the hourly rate;
4. the assessed contribution;
5. the percentage of disposable income used in charging;
6. the DRE position;
7. the Financial Assessment outcome;
8. the lawfulness of the managed account requirement;
9. the lawfulness of withholding care or payment pending paperwork;
10. any waiver of my existing appeal, judicial review, complaint, damages, restitution, recovery of sums due, Equality Act, Human Rights Act, or financial assessment rights;
11. that the Council's failure to provide care from **3 July 2026** is lawful.

The Agreement is signed on the basis that the effective date is 3 July 2026, because the Council has already stated that care and support is calculated to commence from 3 July 2026, and payment arrangements must therefore be backdated accordingly.

Signed: _____

Barbara Hadden

Date: 31/07/2026

Further reservations / clarifications required

1. Please confirm whether Purple Zest is acting as direct payment recipient, managed account provider, payroll agent, payment processor, administrative support provider, or some combination of those roles.
2. If Purple Zest is the Direct Payment Recipient, please confirm when Purple Zest will sign and whether CDC can process payment before or after Purple Zest signs.
3. Please identify the Council officer authorised to accept or countersign the Agreement and confirm when that will be done?
4. Please confirm that the reference to "Doncaster Borough Council" in the Agreement is the correct legal contracting entity or that the Agreement will be treated as issued by City of Doncaster Council without prejudice to implementation.
5. Please identify the account into which the payment will be made, who controls it, when funds will arrive and when PA's will be paid?
6. Does Ms Hadden remain the legal employer of the PA's, and if so what exactly is Purple Zest responsible for?
7. Ms Hadden does not accept that clause 6.4 transfers CDC's statutory duty to ensure eligible needs are met.
8. Please confirm what monitoring obligations rest on Ms Hadden and what monitoring obligations rest on Purple Zest.
9. Clause 8.5: any suspension or ending of payments must not leave eligible needs unmet. Clause 8.5 and the Care Act duties require continuity. The statutory guidance likewise requires continuity where direct payments are discontinued or interrupted.

Receipt of this signed Agreement and Reservation of Rights Rider is acknowledged by:

Name/Officer ..... Dated.....

Other.....Dated.....