



## **Resident's Terms & Conditions**

## **Terms and Conditions applicable to residents staying in a Care Home of the Company**

This Booklet is very important and forms part of the accompanying Resident's & Third Party Agreement. You should read these documents carefully as they are legally binding.

We suggest that you seek independent legal advice as it is important that you have read and understood these Terms and Conditions prior to entering into these Agreements.

The acceptance of a person to stay in a Care Home involves a special relationship with intimate care. We value the personal quality of this relationship and do our utmost to nurse and care for our Residents. To do so, we have to maintain an extensive establishment at a substantial financial cost and therefore we have to define the relationship in contractual terms. These terms are intended to protect the Resident, any Guarantors or other Third Parties and us from any misunderstandings for our mutual benefit.

The Terms and Conditions contained in this Booklet apply to our Residents. In this Booklet, where we refer to 'we', 'us' or 'the Company' or to a similar expression, the reference is to the 'Company' or 'Home'. These references apply to the person named as the Resident, to the Home and to the Company as identified in the Resident's & Third Party Admission Agreement.

Where we refer to the 'Home Manager', this is the person responsible for the overall running of the Home and is the Registered Manager under the Health and Social Care Act 2008 in England and Wales and the Public Services Reform Act 2010 in Scotland.

## **Standard of Care**

The Company undertakes to maintain as a minimum the standards of care required by the Health and Social Care Act 2008 in England and Wales and the Public Services Reform Act 2010 in Scotland and is inspected by the appropriate statutory body whose name is displayed in the Home and whose regular inspection reports are available from the Home Manager on request.

## **Needs Assessment**

Prior to the admission of the Resident to the Home, the Resident's needs will be assessed. Admission to the Home will only be permitted if the Company has confirmed to the Resident that it is anticipated that his/her needs identified in such an assessment can be met.

## **Short Stay and Long Stay**

Unless otherwise stated, the contents of this Booklet apply to periods of both Short and Long Stays. The Resident's & Third Party Admission Agreement will identify whether the stay of the Resident is Long or Short. A Short Stay is one where the Resident is due to stay in the Home for less than twenty eight (28) days.

The Resident's & Third Party Admission Agreement quotes the Gross Weekly Fee for the Resident. If you are eligible for a contribution towards the cost of your care (e.g. NHS Funded Nursing Care and the Company receives income from an NHS or other body for your stay within the Home) ***you will be liable for the full gross weekly fees should the contribution reduce or cease for any period.***

## **Fees**

In the paragraphs below, these Terms and Conditions set out the Company's requirements concerning fees in specific circumstances (i.e. Short Term Stay or Long Term Stay). In addition, wherever fees or other sums are payable under these terms and Conditions the following applies: fees due under these terms and Conditions are payable by the Resident, who will sign the Resident's & Third Party Admission Agreement by way of confirmation of their liability; where the Resident is unable to provide a valid confirmation, for whatever reason, the Company requires that the Resident's & Third Party Admission Agreement is signed by a Guarantor, confirming that they will be liable for and pay the Resident's fees and any other additional costs.

The Gross Weekly Fees outlined in the Resident's & Third Party Admission Agreement relate to the specific room occupied by a Resident.

## **Lifestyle Choice payment and Third Party Top Up Payments**

If the Resident's relevant Local Authority/Clinical Commissioning Group has agreed to fund the placement in the Home, but a Lifestyle choice payment or Third Party Top Up payment of fees is required to meet the fees payable to the Company, the Resident or any other third party who intends to make the Lifestyle choice payment or Third Party Top Up contribution shall also sign the Resident's & Third Party Admission Agreement confirming their liability for that Lifestyle choice payment or Third Party Top Up contribution. The Resident's & Third Party Admission Agreement will confirm the Lifestyle choice payment or Third Party Top Up contribution required. Where such an Agreement has been signed by a Third Party contributor, where applicable, the Terms and Conditions set out in this document will comprise part of that Agreement. By way of an example the review of any Lifestyle choice payment or Third Party Top Up contribution will be carried out in the same manner as for a Long Stay Resident noted below.

## **Matters Included in and Excluded from the Gross Weekly Fees**

The fees are for staffing the Home on a 24 hour basis to provide care and support services in accordance with the Resident's assessed needs. This includes accommodation, such food as is normally required by a Resident of the Care Home and will include breakfast, dinner and supper, a reasonable choice of menus (including special diets), cleaning of rooms, activity programs, periodic decorating of the Resident's room, the provision of staff on a 24 hour basis, the provision of professionally qualified nursing staff (where Residents require the services of a qualified nurse), nurse call systems, reasonable heat and light, the laundering of bed linen and personal items not requiring dry cleaning. Room rates vary within the Home depending on the size and location of the room.

The following items of expenditure are not included in the Gross Weekly Fees and need to be paid for out of the personal monies of Residents or paid by Relatives/Friends of the Residents:

- Additional one to one care
- Chiropody
- Dental requirements (not within NHS provisions)
- Optical requirements (not within NHS provisions)
- Pharmaceutical
- Physiotherapy
- Hairdressing
- Newspapers
- Personal dry cleaning
- Taxis and other transportation

All of the above items are available through liaising with the Home Manager. If any of the chargeable items are supplied then they will be paid for by the Resident at the current rates applicable as shown from time to time in the tariff guide available at the Home or, if the item is not shown on the tariff, at the cost to the Company.

Where Value Added Tax is payable by the Company this will be added to the invoice and must also be paid.

Should it be necessary, or requested, that the Resident is accompanied to hospital or any other scheduled appointments or requires dedicated 1: 1 care, then a charge will be incurred at the prevailing rate to cover the cost of the staff's time, together with any related travelling expense. The hourly rate from 1<sup>st</sup> April 2021 is £18.50 per hour and this will be reviewed every year from 1<sup>st</sup> April.

#### **Fees for Short Stay Residents**

The fees payable for a Short Stay are at a daily rate as set out in the Resident's & Third Party Admission Agreement. The period of the Short Stay will be agreed prior to the Resident's admission, with the Resident or Guarantor or any other person liable for the fees. The total fees payable for the duration of the Short Stay, as set out on the face of the Resident's & Third Party Admission Agreement, must be paid in advance of, or on, admission of a Resident. This payment is not refundable in the event of the Resident staying at the Home for less than the Short Stay period set out in the Resident's & Third Party Admission Agreement, except as set out in the next paragraph.

#### **Length of Agreement for Short Stay Residents**

The Resident will be entitled to reside in the Home for the full period of the Short Stay stated on the Resident's & Third Party Admission Agreement and must vacate the Home at the end of that period. All amounts lawfully due to the Company which have not been paid must be paid on, or before, that date. However, if in our opinion we are unable to provide the degree of care required in accordance with the Resident's assessed needs, we will be entitled to terminate the Resident's & Third Party Admission Agreement by giving written notice of forty eight (48) hours. Further, if in our opinion the behaviour of the Resident or any other circumstances relating to the Resident may be detrimental to the welfare or peaceful enjoyment of other Residents or to the conduct of the Home, we will be entitled to terminate the Resident's & Third Party Admission Agreement by giving written notice of forty eight (48) hours. In such circumstances, any fees prepaid for the period after the Home is vacated, will be refunded after deducting any amounts lawfully due to the Company.

Where the Resident chooses to leave the Home prior to the contracted term, they should do so by giving forty eight (48) hours written notice of their intention.

#### **Fees for Long Stay Residents**

The weekly fees for Long Stay Residents are shown on the Resident's & Third Party Admission Agreement. For the month during which the Resident is admitted to the Home, fees will be charged at a daily rate up to the end of that month and will be payable on or before admission. A paper invoice will be issued for this. The daily rate will be the weekly fee shown on the Resident's & Third Party Admission Agreement, divided by seven. This methodology, including any notice period which applies, will also apply in the month that a Resident leaves the home for any reason.

Thereafter, the monthly fee will be payable in advance by standing order on or around the first day of each calendar month. This amount will be calculated by dividing the weekly fee by seven (7) days then multiplying by number of days in a year, then dividing by twelve (12) months to give a standard monthly amount. The Company will provide relevant

bank details for this. Paper invoices are not issued for monthly standing order payments but statements of account are available upon request.

An administration surcharge of 2% will be levied on top of all Resident's fees, Lifestyle choice payment and Third Party Top Up payments not paid by standing order but extraordinarily agreed by the Company.

Fees are normally reviewed in April of each year. However, we reserve the right to review our fees at other times, if, in our opinion, either the Resident's care needs have changed from those previously assessed or there has been a material change in our operating costs due to the introduction of new or amended legislation or to take into account increases due to inflation and other factors which were not foreseen when our annual review took place. Any fee increase or reduction will be notified in writing, together with a statement of the reasons for any such increase, at least four weeks in advance and will take effect from the date stated in the notice.

Where the Resident is absent from the Home, fees are still payable in full during that period of absence. The Company is happy to discuss, following a request by the Resident or relative, a reduction of fees for periods of absence which go beyond six weeks.

Where a Resident's affairs are dealt with by the Court of Protection, a Deputy appointed by that court, or the payment of any fees is dependent on the sale of any property, the Company is willing to discuss special arrangements for payment of fees. Any such arrangements will be as agreed in writing by the Company. If any such arrangements are not complied with, then the failure to comply with those arrangements will be a breach of the Resident's & Third Party Admission Agreement. We recommend that the Resident seeks independent legal advice on such matters.

**Where there is a proposal that the Resident's funding status will alter through the provision of NHS Continuing Healthcare or Local Authority Funding the Manager of the Home must be informed of any proposals by the Resident or their Guarantor. For the avoidance of doubt, notwithstanding any contribution paid under the NHS Continuing Healthcare/Local Authority funding provisions, the full fees, as set out in the relevant Agreement, will continue to be due and payable unless the Home Manager confirms otherwise in writing.**

Where the Resident, Guarantor or Third Party Contributor becomes aware that the Resident's available assets or in the case of a Third Party Contributor their own assets, total less than one years' worth of weekly fees / Lifestyle choice payment or Third Party Top Up payments, they must make contact with the Home Manager to discuss their options with regard to future payment. This may involve payment of a Third Party top-up or moving rooms to one with a lower weekly fee rate.

#### **Length of Agreement for Long Stay Residents & Notice Periods**

The first four weeks of any Resident's residence in the Home is regarded as a trial period and we or the Resident can terminate the Resident's & Third Party Admission Agreement during this period by written notice of forty eight (48) hours. Where the Resident or Guarantor has made any pre-payments or if the Resident's & Third Party Admission Agreement is terminated during the trial period, these sums less any sums due to the Company will be refunded to the Resident/Guarantor.

After the trial period has expired, the Resident's & Third Party Admission Agreement can be terminated by twenty eight (28) days written notice by us to the Resident or by the Resident to us.

However, we reserve the right to terminate the Resident's & Third Party Admission Agreement by giving written notice of seven (7) days if:

- a) any amount lawfully due to us is not paid within thirty (30) days of the due date;
- b) in our opinion we are unable to provide the degree of care required in accordance with the Resident's assessed needs;
- c) in our opinion the behaviour of the Resident or Relatives/Friends of the Resident, or any other circumstances relating to the Resident, may be detrimental to the welfare or peaceful enjoyment of other Residents or to the conduct of the Home. In this instance, if in our opinion, it is necessary to do so we will be entitled to terminate the Resident's & Third Party Admission Agreement by giving written notice of forty eight (48) hours; and/or
- d) any other term of the Resident's & Third Party Admission Agreement is breached.

On termination of the Resident's & Third Party Admission Agreement, the Resident must vacate the Home immediately and all amounts lawfully due to the Company or the Resident which have not yet been paid must be paid.

The Resident shall be entitled to terminate the Resident's & Third Party Admission Agreement upon any material breach by the Company if such material breach continues for thirty (30) days after a request in writing from the

Resident to the Company asking for the breach to be remedied.

If in the case of a Long Stay the Resident should die, the Resident's & Third Party Admission Agreement will immediately terminate but we will still charge Fees, Lifestyle choice payments and Third Party Top Up payments for seven days following the date of death, or to the time the room is cleared if longer than this, to allow for the room to be prepared for future occupation. Any sums prepaid in excess of this will be refunded by the end of the following month when a final invoice/credit note will be prepared. Should we incur any reasonable expenses in relation to the Resident (for example storage costs), this will be charged and repayable on the date of the next due invoice

### **Provisions Applying to Long Term and Short Term Stays**

Even though the Resident's & Third Party Admission Agreement may have been terminated, the Company will still claim all amounts lawfully due to it under this agreement. We recommend that all personal effects of the Resident be removed within seven days to enable the room to be prepared for future occupation. Items remaining for more than three days will be at no risk to the Company following termination, unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company, and the Company reserves the right to have such items appropriately stored and shall be entitled to recover the reasonable costs to the Company of such storage. For the avoidance of doubt, the Resident's room will not be re-let during any period of absence until this contract has been terminated.

### **Interest and Recoverable Costs**

Any amount due within the terms of the Resident's & Third Party Admission Agreement not paid to the Company on its due date will bear interest from the due date to the date of actual payment at a rate equal to 3% above the Bank of England base rate, for the relevant period. Interest due must be paid together with the amount of arrears in question. The Company is entitled to recover, on an indemnity basis, all legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under the Resident's & Third Party Admission Agreement that are not paid in accordance with these Terms and Conditions.

### **Unpaid Fees**

In addition to the termination and interest provisions set out in this Booklet, if any fees are unpaid for a period of one month after their due date, the Company requires the Resident or where relevant the Guarantor or any other individual liable for the fees, to provide in writing to the Home Manager details of the Resident's/Guarantor's/Third Party's financial position. Should the Resident/Guarantor/Third Party wish to seek assistance with the outstanding fees, the Company may, if it considers it appropriate offer this via its Deferred Payment Scheme. This scheme defers the payment of the full fees due for an agreed period. Usually a part payment is agreed and paid on a regular basis during this period. By way of security for the accruing debt, the Company will require a charge in respect of the debt against any equity held in the Resident's/Guarantor's/Third Party's property. Further details of this scheme can be obtained from the Home Manager.

### **Medical Care**

You must be registered with a General Practitioner and are entitled to receive the services provided by the NHS. In the event of illness arising that is outside the scope of this agreement, the Resident may contact the NHS as appropriate or, following consultation with the Resident where practical, the Home Manager will request referral to those services.

The Company does not accept any responsibility and will have no liability for the advice given or actions taken by any Medical Practitioner unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company.

As part of the admission process the Resident should declare to the Home Manager or Senior Nurse all medications and treatment creams that are currently used. If the Resident wishes to self-administer their prescription or non-prescription medications and treatment creams then an assessment of the Resident's capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is appropriate, the resident will be asked to sign an agreement recording the decision and from that point the Company accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company. This agreement, when signed, will be placed in the Resident's file. The Company will review the assessment on an ongoing basis.

If the Resident either chooses not to be self-medicating or the assessment of the Resident's capabilities indicates that the Resident is not capable of self-medicating, then the medications and treatment creams will be retained by the

Home Manager or Senior Nurse on admission.

In the event that a Resident who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams (e.g. Paracetamol), the Resident should inform the Home Manager or Senior Nurse in charge before doing so and the Company accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company.

In the event of any serious illness or emergency or loss of faculties relating to the Resident during his or her residence at the Home, the Company will use all reasonable efforts, if practicable in the circumstances, to discuss what arrangements should be made in respect of the Resident with the Resident or the Resident's next of kin or other responsible person as notified to the Company in writing. The Company is authorised in the case of an emergency to make such arrangements as are considered to be appropriate by the Company for the hospitalisation and medical care of the Resident.

### **Rights of Residency**

The Resident will be allocated a room on admission however, residency in the Home does not constitute any tenancy nor an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. The room occupied by the Resident will be occupied as a licensee only. **The Company would not normally ask a Resident to move from one room to another; however we reserve the right to relocate a Resident at any time to ensure we are able to deliver effective and efficient care services in line with the assessed needs of all residents. A Resident may also have to relocate if their funding status amends and the current weekly room fees cannot be met by Local Authority / NHS funding plus either a Lifestyle Choice or Third Party top-up.** The Company will undertake to provide a reasonable period of notice of such relocation. If such a move is unacceptable to the Resident, the Resident has the right to terminate the Agreement with immediate effect without penalty. The Company shall have, and requires, full, free and unrestricted access to the room in order, amongst other things, to provide the services referred to in this Booklet and ensure the home is maintained to a high standard at all times.

### **Insurance**

The Company cannot insure the personal effects of the Residents for loss or damage, however if such loss or damage is a result of negligence on the part of the Company or its employees the Company agrees to reimburse the affected party up to a maximum of £250. Any property of a greater value which is retained in the Resident's room must be covered by the Resident's *own* insurance.

The Resident should not keep large sums of cash or valuable items in his/her room. In any event this is at the Resident's risk. Sums may be deposited with the Home, however, the Home is only insured to have in safekeeping, no more than £100 in cash per Resident.

### **Personal Items**

The Company seeks to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the Home unless due to any act of neglect or default on the part of the Company or its agents or any employee of the Company.

Such items of furniture and other items, as may be agreed and notified in writing to the Home Manager, may be brought into the Home for the use of the Resident. Any such items must not constitute a fire hazard, health and safety risk, nor disturb the peaceful enjoyment of the Home by other Residents and staff. All electrical items will be tested by the Company's authorised service personnel annually at the cost of the Company. If such items fail the test they must not be used.

All items of soft furnishings brought into the Home should be certified fire retardant. Transportation, insurance and eventual removal of such items shall be the responsibility of the Resident or their representatives.

We would encourage Residents not to bring high value items into the Home but to leave them with relatives and bring them into the Home on special occasions. All clothing must be marked with the owner's name by means of woven name tapes. The Company accepts no responsibility for any personal effects which are brought into the Home in respect of the Resident unless due to any act of neglect or default on the part of the Company or its agents or any employee of the Company. Should you require insurance for specific items please ensure that suitable arrangements are made.

We regret that the Company cannot be held responsible for items left in its care for laundering unless clear

instructions are appended to the garment and they are of a machine washable and tumble dryer fabric. Resident's family/friends will be responsible for all hand wash only items. The home can arrange for dry cleaning, on request, as necessary at additional charge.

### **Gifts and the Signing of Legal Documents**

The Company and/or any of the Company's employees or staff are not permitted to accept gifts individually from Residents or to sign as a witness any legal documentation which relates to a Resident. However where gifts are given by the Resident to the Company and/or any of the Company's employees or staff on a group basis, this should be handed to the Home Manager and the item will be logged.

### **Smoking and Alcohol**

If the Resident wishes to smoke, in the grounds, or drink alcohol in the Home, arrangements should be agreed in advance with the Home Manager prior to admission to ensure the comfort and safety of other Residents.

### **Professional Advice**

The Company will, if requested, use reasonable endeavours to identify professional advisors such as financial or legal advisors or medical practitioners to assist the Resident in the Resident's personal affairs, but the Company will have no liability and will not be responsible for any advice or action taken by any such professional advisor unless due to any act of neglect or default on the part of the Company or its agents or any employee of the Company.

### **Personal Finances**

The Company cannot accept responsibility for the Resident's personal finances.

### **Visiting Times**

Visits by relatives and friends are encouraged. Visiting times are unrestricted. However, visits at unsocial hours should be notified in advance to the Home Manager. For the avoidance of doubt, unsocial hours are deemed to be between 10pm and 9am. All visitors of the Resident must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the Home by other Residents. If any visitor causes difficulty for the management of the Home the Home Manager may review their visiting arrangements.

### **Phone Line & WIFI**

We do not allow residents to have their own BT phone lines installed due to the various surface mounted cables both inside and outside our homes that this results in (refer to Jasmine Value 7 – To provide a homely place for our residents to live). However, we do actively encourage our residents' independence and ability to communicate with loved ones by them having their own personal mobile phones (and helping them to charge them up and use them), providing professional quality Wi-Fi throughout all our homes, and having multiple tablets available for all our residents to have facetime, zoom and teams video calls with loved ones.

### **Pets**

Pets may be brought into the Home by Residents with prior agreement of the Home Manager. In this event, all the costs of caring for (including vets fees) and feeding the pets must be borne by the Resident.

### **Notices**

Any notice to the Resident or from the Resident may be validly given if sent by recorded delivery post or hand delivered to the Resident or if applicable the Home Manager. Where the Resident is not responsible for the payment of fees, the notice must in addition be sent or hand delivered to the person undertaking responsibility to pay fees in respect of the Resident under the Resident's & Third Party Admission Agreement. Notices sent by post will be deemed to be received forty eight (48) hours after posting.

### **Variation**

The Company reserves the right to vary the Terms and Conditions of this Agreement from time to time to ensure the Company is able to deliver effective and efficient care services in line with assessed needs. When making any variation the Company will always act reasonably. Variations will be notified in writing and will be accompanied by a Statement of the reasons for the variation and will be provided at least four (4) weeks in advance and will take effect from the date stated in the Notice.

## **Complaints Procedures**

We strive to provide a quality service and require your input to ensure that an appropriate level of customer satisfaction is achieved.

We welcome your comments, both positive and negative, regarding the service you receive. If you are in any way dissatisfied with our service and would like to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance.

Our Complaints Procedure is displayed within the Home and a copy is included as part of the information you will receive on admission to the Home.

## **Liability**

Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from the negligence of any party or their servants, agents or employees.

The Company shall not be liable to any Resident or Guarantor for any indirect, consequential or special damages arising out of or in connection with any Resident's stay or the Terms and Conditions contained in this Booklet.

## **Equal Opportunities**

The Company shall demonstrate that it supports the principle of equal opportunities and opposes all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, sex, marital status, religion, sexual orientation or disability.

## **Clinical Governance**

The Company shall maintain an internal quality assurance system. This includes a process of monitoring and auditing the Home by the Company, using appropriate audit tools.

## **Data Protection**

The Company shall comply with the Data Protection Act 1998.

The Company gathers information relating to the Resident to allow it to process any registration or any booking which is made and for the purpose of issuing invoices and generally for the purpose of the Resident's stay at the Home. It is also used to communicate with the Resident, and any other person on any matter relating to the arrangements concerning the Resident's stay including for medical purposes and for the purpose of communication with General Practitioners and other health professionals and with people who in the circumstances owe a duty of confidentiality which is equivalent to that which would arise if that person were a health professional. References in this clause to the Company include reference to its agents and sub-contractors. If the Company's business is sold or integrated with another business, details of the Resident, and any other relevant person may be disclosed to the Company's advisors and any prospective purchaser and their advisors and will be passed on to the new owners of the business.

If any of the information that the Resident or any other person provides to the Company changes, the Resident, Guarantor or any other person liable for the fees must let the Company know the correct details by writing to the Home Manager.

The information which is provided may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding data and its use as set out above. By submitting information, the Resident and any other persons referred to, consent to these transfers.

## **Governing Law**

The Terms and Conditions contained in this Booklet shall be governed by and construed in accordance with English Law and where applicable Welsh Law and the parties submit to the jurisdiction of the English and Welsh Courts.