



# Healthcare Homes

## RESIDENT CONTRACT OF ADMISSION

*The acceptance of a person to stay in a Care Home involves a special relationship with intimate care. You are assured that we take the nursing and care of our residents very seriously, and value the personal quality of this relationship. However, to do so we must maintain an extensive establishment at a substantial financial cost and we therefore have to define this relationship in business terms.*

*This document is very important. Overleaf is a summary of the key terms. All the Terms and Conditions apply to your residence in our residential and nursing care homes. You (and any guarantor who agrees to also be responsible for your payment obligations) should read the contents of this document fully and carefully as they are legally binding.*

*If in any doubt about the nature and extent of the obligations that you (and any guarantor) are committing to, you (and any guarantor) should take independent professional advice before signing this document.*

## SUMMARY OF KEY CONTRACTUAL TERMS

1. Your needs will be assessed and will result in your Care Plan, which will set out your bespoke care (and any nursing) package. Your fees and room are set out in the Resident Admission Agreement.
2. If you are a short stay resident (for a fixed period of normally no more than 28 days) you must pay all fees before being admitted, but you can leave early on giving us 7 days notice. We may give you 7 days notice for good cause. In some circumstances some of the fees you have paid may be refundable.
3. Long term residents promise ready access to 2 years of fees and should set up direct debit arrangements at the outset. The first payment shall be due no later than the day of admission and shall cover the period up to the end of the first 4-weeks (i.e., 28 days) stay starting with the day of admission. Thereafter, we will invoice you 4-weekly in advance for your stay at the Home. You must pay the fees payable and due for each 4-week period by no later than the first day of each 4-week cycle.
4. We prefer to hold monies on account of additional costs (e.g., hairdressing), but in any event additional costs ought to be paid for within the latter of 7 days of your receipt of our invoice or any later payment date stipulated in the invoice. Fees for nursing care (if applicable) will be paid gross until any Funded Nursing Care (FNC) eligibility is confirmed by the Clinical Commissioning Group (CCG), after which you would pay net of FNC, with appropriate adjustments to your account.
5. For long term residents there is an initial 28 day trial period. You can leave early on giving us 7 days notice during the trial period. We may give you 7 days notice for good cause (e.g., it emerges we are unable to meet your needs). In some circumstances some of the fees you have paid may be refundable.
6. You should insure anything you bring with you, including any furniture.
7. There is a fixed annual increase of 5.8% each 1 April applicable to long term residents. This covers predictable increases in our costs, but if there are unpredictable events, for example unforeseeable legislation which increases our staff costs significantly, we reserve the right to seek an additional fair and reasonable increase. You would have at least 12 weeks notice of any proposed additional increase, and if you are not prepared to pay it, you can end your residence by giving us 28 days written notice.
8. Changes in your care (or nursing) needs (which will be recorded in your Care Plan) or a change of room may lead to fee adjustments.
9. If you are a long term resident, you should let us know if your financial position changes to the extent that you have less than six months fee funding available. Each year we will ask for an update of your (and any guarantor's) finances. If you have a guarantor, they will have a parallel but personal and independent responsibility to pay any monies due to us which you have failed to pay.
10. If there may be a need to switch from self-funding, we wish to work with you to see if this achievable.

11. If you are a long term resident, your absence from your room would result in a 10% discount for the second through to sixth week of your absence, but the fee for the first week of your absence is payable in full. During these 6 weeks there ought to be discussions between us and you about our keeping the room available for you.

12. If you are a long term resident, either you or we can end your residence on 28 days notice, but we can only do so in certain specified circumstances. Termination can be on no or shorter notice if the circumstances are sufficiently urgent or serious (e.g., behaviour which is a risk or danger to you or others). Our preference is to attempt to resolve issues between you and us by discussion and engagement with you.

13. If your belongings are not removed within 10 days of the termination date, we may charge you reasonable removal and storage costs, and eventually will dispose of them.

14. Your estate will be charged a minimum of 3 days post death fees, calculated from the day after your death, and will continue to be charged if your belongings are not removed from your room, subject to a maximum of 10 days post death fees.

## **Terms and Conditions**

This agreement is made between: -

1. Healthcare Homes (LSC) Limited (Company Number 06990425) whose registered office is at The Beeches, Apex 12, Old Ipswich Road, Colchester, Essex, CO7 7QR. (Referred to as **'we'**, **'the Company'** or **'us'**); and
2. The person named in the Residents Admission Agreement or the Resident's Attorney or the Resident's Deputy (referred to as **'you'** or **'the Resident'**)

### **1. Introduction**

1.1. These are the terms and conditions on which you become a resident at one of our homes. The summary of the key contractual terms above is merely a summary.

1.2. Nothing in the summary of the key contractual terms above shall affect the meaning and effects of this agreement. These Terms and Conditions and the Resident Admission Agreement at the end of this document together constitute the entire agreement between you and us for the care and any nursing services that we provide to you. If there is a conflict between the summary of the key contractual terms, and the Terms and Conditions and the Resident Admission Agreement, the latter shall prevail. Please therefore ensure that you read these Terms and Conditions carefully, and check that the details in the Resident Admission Agreement are complete and accurate. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

### **2. Guarantor (only applicable to Long Stay Residents)**

2.1. If someone (referred to as the **'Guarantor'**) in addition to you is to be responsible for ensuring that fees are paid under this Agreement, you must arrange for the Guarantor

to sign this Agreement as well. Where we refer to your obligations to make any payment under this Agreement that obligation will be a joint and personal obligation of your Guarantor.

### **3. Fees**

- 3.1. It is your responsibility to pay all fees associated with your stay at one of our homes.
- 3.2. The fees that you are required to pay for your stay at one of our homes are detailed in the Resident Admission Agreement. If you are a Long Stay resident and paying by Direct Debit, a Direct Debit Mandate must be completed and returned to us prior to admission. Failure to provide such completed Direct Debit Mandate may result in admission being delayed or refused. Any alterations to our bank details ought to be notified to you by us in writing.
- 3.3. There are four circumstances under which your fees may or will be adjusted, as follows:

#### **3.3.1. If your needs change**

3.3.1.1. Except in rare, urgent cases, by the time of your admission we will have completed a pre admission assessment, upon which will be formulated your care package in which your needs will be identified and which sets out how we will meet them, all of which shall be recorded in your bespoke Care Plan. With the passage of time those needs may change. If in our reasonable judgement, based on our experience and expertise as a care home operator, your needs change materially, we shall notify you in writing promptly of that change, the basis for and outcome of our judgement (including our perception of risks and the steps that will meet that change, for example that nursing care has become necessary) and its costs implications. Any fee revisions would be reasonable.

3.3.1.2. Generally, such notification will be given not less than twenty eight (28) days before the change and any fee revision is implemented. Fee revisions (subject to clause 3.3.1.4) become payable from when we start providing you with your revised needs.

3.3.1.3. If your needs change is urgent (for example severe behavioural issues which put you or other residents at risk), we shall notify you as quickly as practicable, and implement the necessary steps to meet that urgent needs change immediately. In such instances we reserve the right to charge you immediately a revised, reasonable fee.

3.3.1.4. If you disagree with our assessment of your needs change or the steps to be taken to address it, you should consult an independent healthcare professional and obtain and share with us their opinion on our assessment within twenty eight (28) days of your receiving from us written notification of your needs change. Provided you have sent us the opinion within such twenty eight (28) days and we have the capability to implement it, we shall accept and comply with that opinion. If the opinion confirms our assessment, you will be liable for our revised, reasonable fees from the day we started implementing the needs change.

3.3.1.5. If after more than twenty eight (28) days of your receiving from us notification of your needs change you still do not agree with our assessment and/or the confirmatory opinion of the independent healthcare professional, you may give the Home Manager at the Home not less than twenty eight (28) days written notice of termination (which will commence on the date you give us written notice), but you will remain liable for our revised, reasonable fees (in so far as they are more than the fees charged before the needs change) until you have left the Home permanently, and if you do not pay them, we shall be entitled to give you twenty eight (28) days written notice of termination (which will commence on the date we give you written notice) and if necessary commence court recovery steps.

### 3.3.2. Change of room

3.3.2.1. If you wish to have a superior (or inferior) room to the one which you occupy, then subject to availability and agreeing a revised, reasonable fee, we will endeavour to meet your request.

3.3.2.2. If there is a change of funding upon your ceasing wholly or partly to be a private payer, and a local authority or an NHS body proposes and we agree to accept such funding, our agreement to accept such funding may be conditional on your moving to a different room. This would also bring an end to this Agreement and you will need to enter into our Funded Terms and Conditions of Stay. We would enter into an agreement with the local authority or the NHS body. If you wished to have facilities and/or services beyond those provided under our agreement with the local authority or the NHS body, a Lifestyle Choice Top-Up Contract would need to be entered into with us.

3.3.2.3. There may be a need to change your room, which we would discuss with you beforehand. Unless the circumstances are urgent, we will give you at least 5 working days' written notice of the proposed change and an explanation for it. If an emergency has caused the relocation, once it ends, we will return you to your previous room once it is safe and practical for us to do so.

### 3.3.3. Annual fee increase of 5.8%

3.3.3.1. This increase (referred to as the '**Fixed Increase**') shall be applied each 1 April, subject to clauses 3.3.3.3 and 3.3.3.4 below. As an illustration, if you enter a home on 1 August 2020 at a weekly fee of £1,000, on 1 April 2021 the Fixed Increase would result in a revised fee of £1058.00.

3.3.3.2. The Fixed Increase is intended to cover readily predictable staffing costs increases such as staff and agency staff costs increases (including foreseeable increases in employer pension contributions and the National Living and Minimum Wage) and readily predictable running costs increases such as rent, rates, utility bills, insurance, heating, food, medical supplies, equipment and keeping the Home well maintained and in good order.

3.3.3.3. If your stay at the Home starts between 1 January and 31 March, the Fixed Increase will apply on the second 1 April of your residence, and not on

the first. For example, if you are admitted on 1 January 2021 your first Fixed Increase would be applied on 1 April 2022.

3.3.3.4. You shall have the right to give the Home Manager at the Home not less than twenty eight (28) days written notice of termination, and provided that notice is given to us at least twenty eight (28) days before 31 March and you have also left the Home by then, you will not have to pay for the Fixed Increase applicable on 1 April of that year.

**3.3.4. Fee increase for unpredictable cost increases (referred to as 'Additional Increase')**

3.3.4.1. It is possible that actions are taken or caused by government or quasi governmental agencies (central or local) which have a significant and obvious impact on our costs, such as taxes or other levies, which are not readily predictable, and were therefore not taken into account when we calculated the Fixed Increase. Examples might include increases in employer pension contributions or in the National Living and Minimum Wage beyond the amount readily predictable or requirements for significant increases in staff qualification or staff to resident ratios which will have a significant impact on our costs.

3.3.4.2. If there are circumstances which give rise to an Additional Increase, you will receive written notice of it together with an explanation at least twelve (12) weeks prior to our implementing such Additional Increase. If you are not prepared to pay such Additional Increase, you shall have the right to give the Home Manager at the Home not less than twenty eight (28) days written notice of termination, and provided that notice is given to us at least twenty eight (28) days before that Additional Increase is due to be implemented and you have also left the Home by then, you will not have to pay such Additional Increase.

**4. Length of Agreement for Short Stay Residents and Overstay**

4.1. Subject to complying with the terms of this Agreement the Resident will be entitled to reside in the Home for the full period of the Short Stay set out in the Resident Admission Agreement but must vacate the Home at the end of that period. Any part of a day upon which you arrive or depart constitutes a full day's residence.

4.2. You may write to us to end your Short Stay at any time by sending or giving the Home Manager of the Home not less than seven (7) days written notice of termination (which will commence on the date you provide written notice).

4.3. We may write to you to end your Short Stay at any time by sending or giving to you not less than seven (7) days written notice of termination (which will commence on the date we provide written notice) if:

4.3.1. Having consulted with you and or those at an appropriate external health care agency (for example a community nurse, GP or social worker) in our reasonable opinion we are unable to provide the degree of care and or nursing to meet your assessed needs; or

4.3.2. In our reasonable opinion there are circumstances or behaviour which despite any consultation and management efforts are seriously detrimental to the welfare of other residents or to the conduct of the Home.

4.4. At the end of any Short Stay termination notice period the Resident's licence to occupy their room ceases, and the Resident shall leave the Home taking with them all belongings and any furniture the Resident brought with them.

4.5. If you overstay your Short Stay period, until you leave the Home or enter into a further agreement with us, you shall continue to be liable to us at the Gross Daily fee set out in the Resident Admission Agreement and in all other respects your continued residence will be subject to these Resident Admission Agreement terms which are applicable to Long Stay Residents.

**5. Fees for Short Stay Residents and Circumstances where some of the Fee you have paid may be Refunded**

5.1. The period of the Short Stay will be set out in the Resident Admission Agreement along with the associated fee for such stay, calculated at a daily rate. The Short Stay fee must be paid to us in full in cleared funds prior to admission.

5.2. In the event of your death during the Short Stay period set out in this Agreement, taking account of the provisions of clause 13 there may be due to your estate a pro rata refund of the fee you have paid.

5.3. In the event that you are in hospital during a Short Stay or you are otherwise absent from the Home, calculated from the eighth day of your absence until the earlier of the day you return to the Home, or if you do not return to the Home, the end of your Short Stay period a 10% discount will be applied pro rata to the fee you have paid, and will be refunded to you. This 10% discount represents our savings arising from your absence, primarily in relation to food, heating, lighting and laundry. If it is clear that you will not be returning to the Home or, after consultation with you, it is agreed that you will not be returning to your room, the Short Stay fee that you have paid will be refunded pro rata if and to the extent that your room is occupied by another Resident at any time during the remainder of the Short Stay period.

5.4. You may be due a pro rata refund of the payment made to us:

5.4.1. If you have given us notice under clause 4.2 above calculated by reference to the end of the notice period; or

5.4.2. If we have given you notice under clause 4.3 above calculated by reference to the end of the notice period; and/or

5.4.3. If your room is occupied by a new resident after notice under clause 4.2 or clause 4.3 has been given, and before the end of the notice period your room is occupied by a new resident, calculated by reference to the period between such new occupation and the end of such notice period.

## **6. Fees for Long Stay Residents**

- 6.1. The weekly fees for your stay as a Long Stay Resident are shown in the Resident Admission Agreement and are payable in advance as follows. The first payment shall be due no later than the day of admission and shall cover the period up to the end of the first 4-weeks (i.e., 28 days) stay starting with the day of admission. Thereafter, we will invoice you 4-weekly in advance for your stay at the Home. You must pay the fees payable and due for each 4-week period by no later than the first day of each 4-week cycle.
- 6.2. If on admission it has already been confirmed to us by the relevant NHS Clinical Commissioning Group ('CCG') that you have eligibility for Funded Nursing Care ('FNC'), we shall collect fees net of FNC. If FNC eligibility has not been confirmed by the CCG at the time of your admission, or if at a later date during your residence you become eligible for FNC; once we have confirmation and details of your FNC entitlement from the CCG (which we will confirm to you) we will adjust your account accordingly so that you are only charged net of FNC. You will also be notified as soon as reasonably practical if FNC ceases or the amount of FNC we receive changes, and the consequential adjustment to the net amount you pay. If there is disagreement between you and us about whether the decision of a CCG about your FNC eligibility involves a change in your needs, clauses 3.3.1.4 and 3.3.1.5 shall apply.
- 6.3. Subject to clause 13, where the Resident is absent from the Home, fees shall remain payable for the period of absence as follows:
- 6.3.1. For the first seven (7) days 100%; and
- 6.3.2. From the eighth (8) day and for the following 5 weeks 90% (i.e., a discount of 10% representing our savings arising from your absence, primarily in relation to food, heating, lighting and laundry).
- 6.3.3. We shall endeavour to consult with you about your return to your room, but if it remains empty after this 6 week period, we reserve the right to terminate this Agreement by giving you twenty eight (28) days written notice. The 10% discount set out at clause 6.3.2 above will be applied during any such twenty eight (28) days written notice period. We will not charge you if and to the extent that FNC is withdrawn or reduced during your absence and if your room is occupied by a new resident during such termination notice period, your fees liability will be adjusted appropriately.

## **7. What your Fees include**

- 7.1. Where possible the room allocated upon admission to the Home will remain your room. Clause 3.3.2 deals with a change of room and any associated fee adjustments.
- 7.2. The fees charged by us include the costs we incur in staffing the Home on a 24-hour basis to provide care (and nursing, where applicable) and support services in accordance with your assessed needs. This includes:
- 7.2.1. Your right to use the room allocated to you, or such other room as we may determine from time to time;

- 7.2.2. Such food and drink as is normally required by a resident of the Home and will include breakfast, dinner and supper with a reasonable choice of menus (including special diets), along with the reasonable provision of snacks throughout the day;
- 7.2.3. Heating and lighting;
- 7.2.4. Cleaning of rooms;
- 7.2.5. Periodic decorating of the Resident's room;
- 7.2.6. The provision of appropriately trained staff on a 24-hour basis;
- 7.2.7. Laundering of bed linen and personal items not requiring dry cleaning or specialist washing;
- 7.2.8. The residential (and nursing, if appropriate) care recorded in your Care Plan as meeting your assessed needs and which comprises your care (and, if applicable, nursing) package.

## **8. What your fees do not include**

- 8.1. Your fees do not cover anything not included in clause 7, for example, but not limited to:
  - 8.1.1. The costs of newspapers and periodicals, hairdressing, toiletries, dry cleaning, chiropody, treatment by dentists or opticians, or the purchase of clothing and personal effects.
  - 8.1.2. We are not obliged to provide an escort for any external scheduled appointments or emergency attendances. However, if we do provide an escort for such appointments, we will charge a reasonable escort duty fee at an hourly rate which will reflect the level of experience and qualification of the person(s) providing the escort. Except in urgent cases we shall notify you of the identity of the escort(s) and their hourly rate beforehand.
  - 8.1.3. Any damage that you or a visitor of yours causes to the Home (including equipment and your room) over and above that which would be expected to be caused by usual wear and tear, the cost of which you will reimburse us.
- 8.2. We shall invoice you regularly for any such additional costs and fees, which shall be paid by you within the latter of seven (7) days of your receipt of our invoice or any later payment date stipulated in the invoice. We may ask you to provide us a reasonable amount on account of such additional costs and fees, and in that event you ought to comply with such a request within seven (7) days of our making it, failing which we reserve the right to cease providing or arranging for the provision of such goods or services. There will be kept at the Home a record of the preceding twelve (12) months additional costs and fees (including where received by us invoices for goods or services provided by third party suppliers) and upon request there will be made

available by the Home a statement of any monies which we have received on account and their application.

## **9. Funding Arrangements (only applicable for Long Stay Residents)**

- 9.1. You and any Guarantor promise that there are readily accessible funds sufficient to pay for your care for at least 2 years from the date of admission to one of our care homes. We have asked you and any Guarantor to provide us with information to evidence such sufficiency which ought to be provided prior to your admission to the Home. These are important factors in our agreeing to admit you into the Home.
- 9.2. We may also ask you and any Guarantor once a year to provide reasonable financial information to evidence your ongoing ability to self-fund. You and any Guarantor ought to provide us with the financial information we request within twenty eight (28) days of our request being made.
- 9.3. Where the Resident or Guarantor becomes aware that the Resident's available assets, or in the case of a Guarantor their own assets, total less than six (6) months worth of total fees payable under this Agreement, they should contact the Home Manager to discuss their options regarding future payment, funding options and continued residence in the Home.
- 9.4. Where there is a proposal that the Resident's funding status might alter through the provision of NHS Continuing Healthcare or local authority funding, the Home Manager at the Home should be informed immediately of any such proposals by the Resident or Guarantor. We shall work with you, such authorities and anyone who might top-up any shortfall between fees offered by a CCG for NHS Continuing Healthcare or by a local authority and our required weekly fee, and endeavour to agree terms with them by which you are able stay at the Home despite a change of funding, but we cannot guarantee the outcome of such discussions, and you may be required to leave the Home. If those discussions are successful, new contracts ought to be entered into with such CCG or local authority (and, if applicable, any top-up payer), and this Agreement will come to an end from the date the local authority or CCG agrees to pay us for your continued stay at the Home.

## **10. Trial Period for Long Stay Residents**

- 10.1. The first four (4) weeks of your stay in the Home is a trial period during which time either we or you can terminate this Agreement by giving the other party seven (7) days written notice of their intention to terminate, which will commence on the date notice is given. Your notice should be given in writing to the Manager at the Home. We will only give you notice if we have good reason, such as behaviour which puts you or others at risk or because we cannot meet your care or nursing needs.
- 10.2. If your room is occupied by a new resident after such termination but before the end of the trial period, we will refund you a proportion of the advance payment made to us which is attributable to the period of such occupation.

## **11. Our rights to end this Agreement (only applicable for Long Stay Residents)**

11.1. We may write to you to end this Agreement by providing you with not less than twenty eight (28) days prior notice (which will commence on the date notice is given) if:

11.1.1. Any amount lawfully due to us is not paid within thirty (30) days of our written request for such payment and no realistic proposals have been made for such payment and for payment of the further sums that will have fallen due by the end of the thirty (30) days written request period; or

11.1.2. In accordance with clause 3.3.1.5; or

11.1.3. The circumstances in clause 6.3.3 apply; or

11.1.4. If there is a proposed switch of funding (see clause 9.4) to which we do not agree; or

11.1.5. Having consulted with you and or those at an appropriate external health care agency (for example a community nurse, GP or social worker) in our reasonable opinion we are unable to provide the degree of care and or nursing to meet your assessed needs; or

11.1.6. Following any other material breach by you of this Agreement, if such material breach continues for twenty-eight (28) days after a request in writing from us to you requesting the breach be remedied.

11.2. We may end this Agreement at any time by providing you with immediate written notice (or notice of such length which is in our view appropriate) if in our reasonable opinion there are circumstances or behaviour which despite any consultation and management efforts are seriously detrimental to the welfare of other residents or to the conduct of the Home.

11.3. You may appeal any decision to issue a termination notice to the Regional Director responsible for the Home (whose details will be available from the Home) within seven (7) days of your receiving the termination notice from us.

11.4. At the end of any termination notice period the Resident's licence to occupy their room ceases, and the Resident shall leave the Home taking with them all belongings and any furniture the Resident brought with them, and calculated to the later date of the end of the termination period and the day the Resident leaves the Home, all amounts lawfully due to the Company or the Resident which have not yet been paid must be paid.

## **12. Your rights to end this Agreement (only applicable for Long Stay Residents)**

12.1. You may write to us to end this Agreement at any time by sending or giving the Home Manager of the Home:

12.1.1. not less than twenty-eight (28) days written notice of termination (which will commence on the date you provide written notice); or

12.1.2. not less than seven (7) days written notice (which will commence on the date you provide written notice) following any material breach by us of the Agreement, providing such material breach continues for twenty-eight (28) days after a request in writing from you to us asking for the breach to be remedied; or

12.1.3. in accordance with any of clauses 3.3.1.5, 3.3.3.4 or 3.3.4.2.

12.2. At the end of any termination notice period the Resident's licence to occupy their room ceases, and the Resident shall leave the Home taking with them all belongings and any furniture the Resident brought with them, and calculated to the later date of the end of the termination period and the day the Resident leaves the Home, all amounts lawfully due to the Company or the Resident which have not yet been paid must be paid.

### **13. Termination of Long Stay Residents Agreement outside of the Control of either Party**

13.1. Except for those terms intended to have continuing effect, this Agreement will terminate immediately upon the death of the Resident. If this happens, this Agreement will be deemed to have been terminated at midnight on the date of death and the Home will charge to the Resident's estate three (3) day's fees (calculated from the day after the Resident's death) pending clearance of the Resident's room (and additional sums in the circumstances set out at clause 14). If we receive any FNC contributions for any nursing care prior to death, we shall credit the Resident's account accordingly.

13.2. Any refund of fees or cash we hold will be paid to your estate and any outstanding fees, or other costs or charges due to the Company, together with any interest properly due, shall be paid by your estate or (if there is one) Guarantor.

### **14. Other Effects of Termination - Charges if your Room is not Cleared - and Sale and Disposal of your Belongings and any Furniture**

14.1. If the room is not cleared of all of your possessions within three (3) days of this Agreement terminating in accordance with clause 11 or 12 and you have not taken all your belongings and any furniture with you, we reserve the right to charge an additional fee equal to the daily rate for a maximum of ten (10) days.

14.2. In the event of your death, if the room is not cleared of all of your belongings and any furniture within three (3) days of this Agreement terminating in accordance with clause 13.1, we reserve the right to charge an additional fee equal to the daily rate for a further seven (7) days. Those representing your estate may ask us to extend such period, and provided there is no new occupation of the room and satisfactory arrangements are reached for the payment of continuing daily fees, we shall not object to such a request.

14.3. If by the end of the ten (10) days set out in clause 14.1 or the ten (10) days (or more if so requested and agreed) set out in clause 14.2 all of your belongings and any furniture are not cleared, we reserve the right to remove and, where possible, store them at the Home. If it is not possible to store all or some of them at the Home, we may have to store them elsewhere. We shall have the right to charge our reasonable costs of

removal and storage, with removal and storage costs calculated at the rate of a reputable storage company.

- 14.4. If any of your belongings and furniture have not been collected at the end of (as the case may be) the period set out at clause 14.1 or the period set out at or agreed in accordance with clause 14.2, we shall have the right to give you or those representing your estate not less than fourteen (14) days written notice before we dispose or sell them. If any of them are of significant money value, we shall try and sell them at a reasonable price. If there is a sale, after deducting our reasonable costs and expenses incurred in such sale, we shall within twenty eight (28) days of sale account to you or your estate for any net sales proceeds.

## **15. Visitors Policy**

- 15.1. If we have reasonable grounds to suppose that a visitor is an immediate, significant risk to the welfare of any resident, other visitor or member of staff, we have the right to require them to leave the Home immediately. In instances of lesser risk, we shall endeavour to discuss with the visitor and the resident they are visiting our views of their conduct and any conditions for further visits. If we believe the visitor poses a significant risk to any resident, visitor or staff, we may inform them that they are not permitted to attend the Home for such period as is reasonable. They or the resident whom they wish to visit can ask that the Home Manager of the Home review the decision to prevent attendance at the Home or any conditions imposed on any future visits and if dissatisfied with such review, may appeal it to the Regional Director responsible for the Home, whose details are available from the Home.

## **16. Interest and Recoverable Costs**

- 16.1. Any amount due within the Terms of this Agreement that is not paid to the Company on its due date will bear interest from the due date to the date of actual payment (calculated on a daily basis) at the rate of 3% above the base lending rate of the NatWest Bank. This interest, which shall compensate us for our being unable to use of the monies you have failed to pay, shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount along with all reasonable legal fees, costs and expenses incurred in recovering such overdue amount.

## **17. Insurance**

- 17.1. You are responsible for insuring to full replacement value all personal furniture and belongings brought in to the Home. The Home shall not be responsible in any way unless the Home has been negligent, fraudulent or breached this Agreement in respect of your belongings. The Resident must not keep large sums of cash or valuable items in his/ her room and, if the Resident does so, it will be at the Resident's risk and the Company shall have no liability for loss of any such cash or valuables. Sums may be deposited in the Home's safe subject to the maximum permitted by our existing insurance policy of £100.

## **18. Our Right to alter this Agreement**

18.1. The Company shall have the right to vary the Terms and Conditions of this Agreement from time to time to ensure the Company is able to deliver safe, effective and efficient care services in line with changing needs of residents, or to adapt to new or changed legislation or regulatory rules. Variations will be notified in writing at least twenty eight (28) days in advance and will take effect from the date stated in the notice.

## **19. Liability**

19.1. Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from the negligence of the Company, or its employees or agents or breach of statutory duties relating to providing you with goods, products or services or any fraud or fraudulent misrepresentation.

19.2. The Company shall not be liable to the Resident or any Guarantor for any loss or damage that is not foreseeable. Loss or damage is 'foreseeable' if it is an obvious consequence of our breach or it is being contemplated by you and us at the time this Agreement is entered in to.

19.3. Our total liability to you in respect of any loss of or damage to your belongings shall be limited to £2,500 for any one incident.

## **20. Data Protection**

20.1. We will only use your personal information in accordance with the laws that are in force in England, the full details are as set out in our Privacy Policy. You can find our Privacy Policy on our website: [www.healthcarehomes.co.uk/privacy-notice/](http://www.healthcarehomes.co.uk/privacy-notice/) or it will be supplied to you if you ask the Home Manager at the Home.

## **21. Complaints**

21.1. If you have a query or complaint, we will be pleased to help. Our complaints procedure is to be found on our website: [www.healthcarehomes.co.uk](http://www.healthcarehomes.co.uk) or it will be supplied to you if you ask the Home Manager at the Home. It also sets out how you can refer your complaint to the Care Quality Commission or contact the Local Government Ombudsman. You can also report any complaint about abuse or alleged abuse to us and/or the local authority safeguarding team. Independent of your complaints rights you have legal rights in relation to our providing our services with reasonable skill and care and complying with our obligations under this Agreement. Advice about your legal rights can be obtained from the Citizens Advice Bureau or Trading Standards.

## **22. Governing Law**

22.1. This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

## Resident Admission Agreement

1. Resident Name: .....
2. Mr/Mrs/Miss/Ms/Dr/Rev/ Other
3. Date of Birth: .....
4. Care Home Name: .....
5. Address:  
.....  
.....
6. Date of Admission: .....
7. Room Number: .....
8. Type of Care: Nursing/ Residential details of which are set out in your Care Plan
9. Duration of Stay: *(Indicate as applicable)*  
Long Stay  
Short Stay (fixed period, normally of no more than 28 days. Complete below)
10. Number of days for Short Stay: .....
11. End date of Short Stay: .....
12. Gross weekly fee (including FNC, where applicable)      £.....  
Any FNC (only applicable if FNC eligibility is confirmed)      £.....  
Gross Daily fee (Short Stay)      £ .....
13. Fixed Increase of 5.8% on each 1 April (clause 3.3.3.1) applicable to Long Stay Residents. Generally, additional costs and expenses are payable within 7 days of your receipt of our invoice (clause 8.2).
14. I confirm that I have received a copy of the Terms and Conditions and the Residents Admission Agreement which constitute this Agreement and agree to the terms and conditions contained within them. I undertake to pay the sums due to Healthcare Homes (LSC) Limited on the due dates.

Capacity in which signing *(Indicate as applicable)*

Resident

Financial and Property Power of Attorney

Deputy

Signature: ..... (please add name and address overleaf)

Full Name and Address:

.....  
.....

Post Code: .....

**Agreement by Guarantor**

I confirm that I understand the extent of the financial consequences of my being required to honour this guarantee, and have had the opportunity to take professional advice before signing it.

In consideration of Healthcare Homes (LSC) Limited providing or continuing to provide residential or nursing care services to the Resident, I, as Guarantor, guarantee, whenever the Resident does not pay any money due under the Terms and Conditions and the Residents Admission Agreement when due, to pay on demand any money due under the Terms and Conditions and the Residents Admission Agreement to Healthcare Homes (LSC) Limited.

If Healthcare Homes (LSC) Limited makes a money demand of the Guarantor, because for example of the rejection of a direct debit payment, Healthcare Homes (LSC) Limited shall use reasonable efforts to agree with the Guarantor how to resolve matters within thirty (30) days of demand, but if no resolution satisfactory to Healthcare Homes (LSC) Limited is reached, Healthcare Homes (LSC) Limited may commence court recovery processes immediately against the Guarantor and invoke its appropriate termination rights against the Resident under clause 11.1 of the Terms and Conditions.

Signature of Guarantor: .....

Full Name and Address:

.....  
.....

Post Code: .....

Agreed by Healthcare Homes (LSC) Limited:

Name: .....

Signature: .....

Position: .....

Date of Agreement: