

# Resident Terms and Conditions of Local Authority Funded Stay

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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 Resident or the Resident's Attorney or the Resident's Deputy (referred to as **'you'** or **'the Resident'**)

## **1. Introduction and a Summary of the Key Contractual Terms**

- 1.1. This agreement sets out our requirements and expectations when you enter one of our care homes with the assistance of Local Authority Funding.
- 1.2. In general terms matters such as finances, arrangement for the payment of any contributions the Local Authority has assessed that you are required to make towards your placement, what is to be provided by us for the payments we receive, changes in your needs, increases to our fees, rights to end your residency with us and the effects of your residency ending are dealt with frequently in the contract between us and the Local Authority. The specific content of our contracts with local authorities vary substantially, and are changed quite frequently. Most local authority contracts are tens of pages long, and are sometimes substantially over one hundred pages. If there is any conflict between this agreement and our contract with your Local Authority, the latter shall prevail.
- 1.3. There remain important points that need to be agreed between you and us, and that is the purpose of this agreement. It also contains some guidance about funding and changes in funding and various 'Home' rules.
- 1.4. The key contractual terms are, in summary;
  - 1.4.1. we prefer to hold monies on account for any additional goods or services you may want and which we arrange (e.g. hairdressing, newspapers), 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;
  - 1.4.2. you should insure anything you bring into the home with you, including any furniture;
  - 1.4.3. this agreement terminates at the same time as your placement by the Local Authority ceases and you should leave the Home immediately, but until you do, you will be responsible for paying us at our private rate, details of which will be supplied to you immediately;
  - 1.4.4. if you want to terminate your residence you should let the Local Authority and us know in writing;
  - 1.4.5. we can only terminate your residency in certain specified circumstances, such as we can no longer meet your needs, your Local Authority withdraws funding, or if your behaviour or actions are such that they are detrimental to your own safety or welfare and/or that of other residents at the Home or our staff. Our preference is always to attempt to resolve any issues by discussion and engagement between you, us and the Local Authority;
  - 1.4.6. if withdrawal of Local Authority Funding is because of your or your family's fault we may look to you to pay any care fee shortfall we suffer as a result;

- 1.4.7. 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 your belongings;
- 1.4.8. your estate may be charged 3 days post death fees, calculated from the day after your death, and may also be charged if your belongings are not removed from your room, subject to a maximum total of 10 days post death fees.
- 1.5. If there is any conflict between the summary at clause 1.4 and any of the terms in the rest of this agreement, the rest of this agreement shall prevail and (to confirm), if there is conflict between any of the terms in our contract with your Local Authority and those in this agreement, those in the Local Authority contract shall prevail.

## **2. Funding Arrangements**

- 2.1. If a Local Authority assesses that you are eligible for Local Authority Funding, the Local Authority is responsible for locating a placement suitable to meet your care needs and for funding that placement, subject to any contribution that the Local Authority calculates and requires that you contribute towards your care having regards to your personal finances. This is normally referred to as a 'client contribution' and may vary over time and eventually cease.
- 2.2. The Local Authority may determine that other care home establishments are suitable to meet your care requirements. If the alternate care home(s) the Local Authority identifies are of a lower cost to the rate charged by us, the Local Authority may refuse to fund all of our required rate. The Local Authority may also refuse to fund all of our required rate if you wish to select a better standard room in the care home than the standard of room for which the Local Authority is prepared to pay.
- 2.3. If the rate that the Local Authority agrees to pay for your placement is lower than our required rate, you should expect us to require a 'Lifestyle Choice Top-Up' fee to be paid by you or a third party (identified by you, but who is normally a family member) in order to address the shortfall between the rate to be paid by the Local Authority and our required rate for the room. This would be subject to a separate Lifestyle Choice Top-Up agreement. Termination by any such third party of any such 'Lifestyle Choice Top-Up' agreement or its breach will entitle us to serve on you written notice of termination (see clause 5.3.1).
- 2.4. There are very limited circumstances where a prospective resident offered Local Authority Funding can pay for their own Lifestyle Choice Top-Up, and it is therefore likely any Lifestyle Choice Top-Up agreement would be with a third party.
- 2.5. Although the Guidance to the Care Act 2014 states that a Local Authority ought itself collect client contributions and Lifestyle Choice Top-Up payments, some require us to collect such payments on their behalf.

## **3. Changes to Funding Arrangements**

- 3.1. If your placement at the Home is wholly or partly funded by a Local Authority, you are responsible for letting us know, as soon as you become aware, about any changes or likely changes to your financial status that would mean the Local Authority may withdraw their funding. This will enable us to begin to plan with you arrangements for your continued residence at the care home if you wish to remain as a private funder.

- 3.2. If the Local Authority withdraws funding and you wish to remain in the Home, you will do so subject to the Terms and Conditions set out in our Resident Contract of Admission prevailing at the time that your Local Authority funding ceases. These Terms and Conditions are available on our website ([www.healthcarehomes.co.uk](http://www.healthcarehomes.co.uk)) or in hard copy from the Home Manager. We would notify you immediately in writing of the weekly rate payable for the room you might occupy. If there is any dispute about the terms of your continued residency at the Home which remains unresolved twenty eight (28) days after the date of cessation of such funding, we shall be entitled to serve written termination notice on you in accordance with clause 5.3.1 and you will be required to make arrangements for alternative accommodation and leave the Home. You will be liable at the rate chargeable to private self-funding residents for the type of room you occupy and your assessed care needs from the date the Local Authority ceases to fund your care until the date you leave the Home.
- 3.3. Sometimes a Local Authority funding a resident's care withdraws funding on the basis that a resident or their family has been un-cooperative or misleading in relation to assets and income which are or ought to be available and which are such as to disentitle the resident from having Local Authority funding. Such withdrawal of funding shall entitle us to serve on you written notice of termination (see clause 5.3.1). In this and any other circumstances where the Local Authority reclaims payments made to us, the Resident would be responsible for re-paying to us in full an amount equal to the amount we are required to refund to the Local Authority. Any such payment ought to be made to us and received as cleared funds within 28 days of us requesting payment.
- 3.4. Failure to make payment to us of any monies owing to us under this clause 3 within 28 days of payment falling due will entitle us to charge interest on the overdue amount from the date of payment being due until the date of actual payment at a rate of 3% above the base lending rate of NatWest Bank, such interest to accrue daily. 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.
- 3.5. If the Local Authority ceases to fund your care because you have been assessed by the NHS as eligible for Continuing Healthcare (CHC) funding, the NHS, currently via Clinical Commissioning Groups ('CCG'), is responsible for locating a placement suitable to meet your nursing/care needs and for funding that placement. The CCG may determine that other care home establishments are able to meet your nursing/care requirements. If the alternate care home(s) the CCG has identified are prepared to have you stay at a lower cost than we require, then the CCG may refuse to fund the rate required by us and may require that you move to an alternate home. In such event we shall be entitled to serve written termination notice on you in accordance with clause 5.3.1 and you will be required to make arrangements for alternative accommodation and leave the Home.
- 3.6. If the rate the CCG is prepared to pay us for your care is lower than the rate we require, then it is highly likely you will have to leave the Home if you do not pay our full rate on a private paying basis. In that event you will be subject to the Terms and Conditions set out in our Resident Contract of Admission prevailing at that time. These Terms and Conditions are available on our website ([www.healthcarecarehomes.co.uk](http://www.healthcarecarehomes.co.uk)) or in hard copy from the Home Manager. We would notify you immediately in writing of the rate payable for the room. If you remain at the Home and there is any dispute about the terms of your continued residency remaining unresolved twenty eight (28) days after the date of cessation of such funding, we shall be entitled to serve written termination notice on you in accordance with clause 5.3.1 and you will be required to make arrangements for alternative accommodation and leave the Home. You will be liable at the rate chargeable to private self-funding residents for the type of room you occupy and your assessed care needs from the date the Local Authority ceases to fund your care until the date you leave the Home.

- 3.7. Current regulations suggest that in general you or anyone else paying the difference between the rate the CCG offers us and the private rate we normally require would be unlawful. It may however be permissible for you or someone else to agree to pay the difference between the rate the CCG are prepared to pay for a standard room and our higher rate for (if available) a higher quality, non-standard room you may wish to occupy. The Home may also have facilities and care and other services which are above and beyond those the CCG have contracted us to supply for you. We refer to such non-standard room and additional services or facilities as 'CHC Lifestyle Choice Items' and our charges for them as 'CHC Lifestyle Choice Top-Up Fees', and if you wished to be supplied with any CHC Lifestyle Choice Items, we would need to specify those and the fees for them in a separate contract to be entered into with you or anyone else who might be prepared to pay for CHC Lifestyle Choice Items .

#### **4. What your fees paid by your Local Authority do and do not include:**

- 4.1. Generally, the funding provided by your Local Authority will include our providing you with care and nursing (if applicable) or support services in accordance with your assessed needs, along with:
- 4.1.1. your right to use the room allocated to you;
  - 4.1.2. where possible the room allocated upon admission into the Home will remain your room, but we reserve the right to relocate you from time to time to an alternative room should this become necessary;
  - 4.1.3. such food and drink as is normally required by a resident, including breakfast, lunch and supper with a reasonable choice of menus (including special diets), along with the reasonable provision of snacks throughout the day;
  - 4.1.4. heating and lighting;
  - 4.1.5. cleaning of rooms;
  - 4.1.6. periodic decorating of your room;
  - 4.1.7. the provision of appropriately trained staff on a 24-hour basis;
  - 4.1.8. laundering of bed linen and personal items not requiring dry cleaning or specialist washing.
- 4.2. The Local Authority Funding does not cover the following additional expenses and costs:
- 4.2.1. newspapers and periodicals, hairdressing, toiletries, dry cleaning, chiropody, treatment by dentists or opticians, or the purchase of clothing and personal effects;
  - 4.2.2. escorting you for any external events, activities, scheduled appointments or emergency attendances. We are not obliged to provide such an escort, but if we do, 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.
  - 4.2.3. any damage that you or a visitor of yours causes to the Home (including to our 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.

- 4.3. 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.
- 4.4. 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.

## **5. Termination of this Agreement**

- 5.1. This agreement shall terminate automatically on the same date as your placement by the Local Authority ceases (except for those terms which are intended to be of continuing effect after termination).
- 5.2. If you wish to leave permanently and end your residency at the Home you should inform the Local Authority and the home manager of the Home in writing.
- 5.3. We may write to you to end this agreement by providing you with not less than twenty eight (28) days prior notice:
  - 5.3.1. in any of the circumstances set out in clauses 2.3, 3.2, 3.5 and 3.6; or
  - 5.3.2. having consulted with you, the Local Authority and those at an appropriate external health care agency (for example a community nurse, GP or social worker), if in our reasonable opinion we are unable to provide the degree of care and or nursing to meet your assessed needs.
- 5.4. We may write to the Local Authority to request that it arranges for you to leave the Home as soon as is possible if there are circumstances or behaviour which, despite any possible consultation or management efforts are, in our reasonable opinion, seriously detrimental to your own safety or welfare, and/or that of other residents, visitors to the Home or our staff; and in such circumstances we shall have the right to write to you to end this agreement by providing you with not less than twenty eight (28) days prior notice, or in cases of extreme risk to your own safety or welfare, and/or that of other residents, visitors to the Home or our staff, of such notice period of less than twenty eight (28) days as we may agree with the Local Authority.
- 5.5. We shall endeavour to engage with you before and during any termination process.
- 5.6. You may appeal any decision by us 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.

- 5.7. We confirm that any termination notice we may give you will not be inconsistent with the termination provisions in our contract with your Local Authority.
- 5.8. On the termination date your licence to occupy your room ceases, all amounts lawfully due to the Company which have not yet been paid must be paid, and you shall leave the Home taking with you all your belongings and any furniture you brought with you.

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

- 6.1. Clause 6.2 deals with charges that may be payable after your death. This clause 6.1 sets out that in all other circumstances under which this agreement terminates, if within three (3) days of such termination your room is not cleared of all of your possessions and you have not removed all your belongings and any furniture from the Home, we reserve the right to charge an additional fee equal to the daily rate the Local Authority would pay us for your room up to a maximum of ten (10) days from date of termination.
- 6.2. In the event of your death, if the room is not cleared of all of your belongings and any furniture within three (3) days after the day of your death we reserve the right to charge an additional fee equal to the daily rate the Local Authority would pay us for your room for a further seven (7) days. Those representing your estate may ask us to extend such period, and provided there is no new occupancy of the room and satisfactory arrangements are reached for the payment of continuing daily fees, we shall not object to such a request.
- 6.3. If by the end of the periods set out in clause 6.1 or 6.2 all of your belongings and any furniture are not removed from the room, 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. Thereafter 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.

**7. Insurance and valuables**

- 7.1. 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 a maximum (as permitted by our existing insurance policy) of £100.

**8. Our Right to alter this agreement**

- 8.1. The Company shall have the right to vary the terms of this Agreement from time to time, including to ensure the Company is able to deliver safe, effective and efficient care services in line with assessed

needs, 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.

## **9. Liability**

- 9.1. 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.
- 9.2. The Company shall not be liable 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 was entered in to.
- 9.3. 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.

## **10. Data Protection**

- 10.1. 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.

## **11. Visitors policy**

- 11.1. 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.

## **12. Complaints**

- 12.1. 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.



**13. Governing Law**

13.1. The Terms and Conditions contained within this Agreement shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

**14. Resident Details**

Resident Name: .....

Mr/Mrs/Miss/Ms/Dr/Rev/ Other

Care Home Name: .....

Date of commencement of Local Authority funding: .....

Name of funding Local Authority:

**15. Declaration:**

15.1. I confirm that I have read and understood this document and agree to the terms and conditions contained within.

Capacity in which signing (*Indicate as applicable*)

Resident

Financial and Property Power of Attorney

Deputy

Signature: .....

Full Name and Address:

.....

.....

Post Code: .....

Agreed by Healthcare Homes (LSC) Limited:

Name: .....

Signature: .....

Position: .....

Date of Agreement: