

NURSING HOME RESIDENTS CONTRACT

Parties:	Provider:	Battersea Place Retirement Village Limited
	Provider Address:	The Albert Suites 73 Albert Bridge Road Battersea London SW11 4DS
	Resident Name:	Click or tap here to enter text.
	Resident Address:	Click or tap here to enter text.
Weekly Fee:	Click or tap here to enter text.	Deposit Due: Click or tap here to enter text.
Fees Payable by:	Click or tap here to enter text.	Deposit Paid: Click or tap here to enter text.
	<input type="checkbox"/> Financial Responsibility Form Completed	
	<input type="checkbox"/> Proof of Funds Received	
	Additional Information: <hr/> <hr/> <hr/>	
Allocated Suite:	Click or tap here to enter text.	
Admission Date:	Click or tap to enter a date.	
Tenure (long-term, short-term or fixed term):	Click or tap here to enter text.	
Planned Discharge Date (if applicable)	Click or tap to enter a date.	
Insurance:	The Provider maintains insurance cover (including public liability and employer's liability) for itself and its staff in respect of the services it is providing under this contract. The Resident is responsible for insurance in respect of their own personal possessions.	
Terms and Conditions	The general terms and conditions are as stated in this contract.	



TERMS AND CONDITIONS

These terms and conditions set out the respective rights and responsibilities of the provider, its staff and management of the Albert Suites at Battersea Place, and the Resident, relating to staying at the Albert Suites. The Albert Suites aim at all times to meet, and exceed, the Care Quality Commission's (CQC) Fundamental Standards for Care Homes with Nursing, under the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014.

We recognise that providing good care is a cooperative process and we will attempt to consult residents and, where appropriate, their relatives, friends and representatives at all times and as fully as possible. These terms and conditions should be read and interpreted in the light of these principles.

This document sets out our general terms and conditions for residents receiving care in the Albert Suites. From time to time we make amendments to our terms and conditions to reflect changing circumstances and legal requirements that affect the Albert Suites and the way in which it is operated. We will provide residents with at least one month's notice of any changes before the amended terms and conditions will apply.

The Albert Suites at Battersea Place is registered with the Care Quality Commission (CQC). CQC can be contacted as follows:

Web: <https://www.cqc.org.uk/contact-us>

Post: CQC South West, Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA

Tel: 03000 616161

Fax: 03000 616162

1. ASSESSMENT FOR ADMISSION

All admissions to the Albert Suites will follow the assessment protocols as set out in the LifeCare Residences Nursing Homes Admissions Policy (a copy of which is available upon request).

All prospective residents must undergo a pre-admission assessment to determine their suitability for the Albert Suites. This assessment will preferably take place in a convenient location for the prospective resident (usually their home, hospital or other care facility). If this is not possible alternative arrangements will be made with prior agreement. Family and/or representatives are encouraged to participate in the assessment process.

2. ACCOMMODATION

Provided pre-admission criteria are met, we will make every effort to provide the resident with accommodation at the Albert Suites.

2.1. THE RESIDENT'S SUITE

The resident will be allocated a suite, which will be treated as their private space insofar as is practicable.

Furnishing of the resident's suite will include at least the following; a clean comfortable electric profiling bed suitable for the needs of the resident, over bed table, lockable storage space for medication, money and valuables, a raising / reclining chair and a tub chair, window dressings, overhead lighting, wardrobe with storage and hanging space for clothes, at least two accessible double electric sockets, a telephone and a TV, carpets in suite and non-slip lino in the ensuite bathroom, nurse call system, ensuite bathroom (including a raised toilet, drop down grab rails, wet area shower with grab rails, hand basin, vanity unit with mirror and light), radiator, air cooling unit, smoke alarm, magnetic hold-back fire door and external double glazing and



opening window(s) with fresh air vents. The majority of rooms also have a kitchenette (including fridge, kitchen sink, bench space and storage cupboards).

2.2. CHANGES TO ALLOCATED SUITE

It may be appropriate from time to time to move a resident to another suite within the Albert Suites and we reserve the right to make this decision. In such circumstances all due care will be taken to minimise disruption to the resident. This will not interfere with the continuation of nursing and care provision as per the person-centred care plan.

2.3. PERSONAL POSSESSIONS

Residents are encouraged to bring personal items and any furniture they wish to use which can be safely accommodated in the space and complies with Health and Safety regulations. All personal items will remain their property. Items of significant value should be kept in the lockable storage provided within the suites. The staff will make every effort to provide security for residents' possessions, but no responsibility can be accepted for items in the residents' suite.

Any clothing residents would like laundered will be clearly marked by us with affixed labels on admission (a one-off cost for labelling applies). Items requiring dry cleaning are not suitable for onsite laundering. Dry cleaning can be arranged for an additional charge.

Residents that wish to keep their own items of electrical equipment in their suite, must ensure that they have a current PAT Test by a qualified electrician and are approved for safety reasons before being used in their suite. Residents arriving with electrical equipment should inform the Head of Care upon admission of these items.

3. FEES

By signing this contract, the resident or their financially responsible individual, undertakes to pay all amounts that become due to the provider in advance. Residents are strongly encouraged to pay fees by direct debit or standing order. Cheques or credit cards are not routinely accepted, and cash payments are not accepted.

The resident, or the financially responsible individual, guarantees adequate capital to privately fund the resident's entire stay in the Albert Suites and has provided proof of funds before reserving the suite.

A minimum stay of one week applies, unless agreed otherwise.

A one-off pre-admission assessment fee of £250.00 (VAT exempt) is payable. The pre-admission assessment fee covers the initial assessment to determine suitability and additional admission administrative tasks.

If we agree to hold a suite prior to the commencement of your stay, the agreed weekly rate applies, and charges will be accrued for the suite for the period that we hold it, before you move in.

The weekly fees payable are set out in this Contract and are payable in advance. Fees for periods of less than a week are calculated at a daily rate of 1/7 of the weekly fee, with part days calculated at the full daily rate. We reserve the right to charge interest at the rate of 4% above the Barclays Bank Plc base rate from time to time on any sums not paid on the due date. In the event of the death of a resident, the weekly fees will continue to be payable until the date on which all possessions and personal effects are removed.



Residents may be eligible for Funded Nursing Care (FNC). The Provider will apply for the FNC assessment on admission. If this is approved, this will be additional to the weekly fee and retained by us as the provider of nursing care unless agreed in writing otherwise.

If the Resident is eligible for NHS Continuing Healthcare (CHC) but the amount that the NHS pay is less than the full amount of the charges set out in this contract, the shortfall must be funded by the resident or the financially responsible person. If you decide not to accept this liability, then we reserve the right to decline admission or to terminate this contract, in which case the Resident will have to leave the Albert Suites.

The weekly fee covers the fundamental care and accommodation inclusions as outlined in section 5.1. Additional services and personal requirements may be arranged on request and are additional to the weekly fee. A list of these additional services can be requested from the Head of Care.

We reserve the right to charge for the provision of equipment and consumables beyond that which is routinely delivered, should this be required to ensure the Resident centred needs are met. This will be discussed with the Resident and the financially responsible person.

3.1. DEPOSIT

A deposit of 2 weeks fees must be paid in advance. Suites are not considered reserved until the deposit has been paid.

3.2. PAYMENT OF FEES

Fixed term residents (up to two months stay) will be required to pay 100% of their weekly fees in advance to reserve a suite. Long term residents (more than two months stay) will be required to pay two months in advance to reserve a suite and must pay their fees monthly in advance by direct debit or standing order.

3.3. CHANGE IN CARE NEEDS

If a resident's needs change or become more complex during their stay, an increase to the fee stated in this contract may be payable following further assessment. This will be agreed with the resident or the financially responsible person in advance. Such increases may be on a short-term basis dependant on the needs and requirements of the resident.

3.4. EXTENSIONS TO YOUR STAY

If a resident's stay is extended an increase to the fee stated in this contract may be payable following further assessment. This will be agreed with the resident or the financially responsible person in advance. Such increases may be on a short-term basis dependant on the needs and requirements of the resident.

3.5. ABSENCES

If the resident vacates the suite temporarily, for a holiday, hospital admission or any other reason, the Albert Suites undertakes to keep the suite unoccupied and secure during the absence. This is charged at the normal weekly rate as stated in this contract (or any signed variation to this contract) for the entire period of absence or until the residency is terminated by providing the notice outlined in section 4 below.

3.6. REVIEW OF FEES

Fees are reviewed annually in March with effect from 1st April.



4. CANCELLATION

4.1. CANCELLATION PRIOR TO ADMISSION

In the event a booking is cancelled more than one week prior to the planned admission date, we reserve the right to retain 50% of the deposit.

In the event a booking is cancelled within one week prior to the planned admission date, we reserve the right to retain the full deposit.

4.2. CHANGE IN ADMISSION DATE

A resident may delay their admission date by up to one week, on two occasions without incurring any financial penalties. Any further delays will be considered a cancellation of the booking and we reserve the right to retain the full deposit.

4.3. RESIDENT CANCELLATION DURING YOUR STAY

If the resident wishes to leave the Albert Suites for any reason, one month's written notice of termination of residence should be given. Residents are not required to give one month's notice if they leave the Albert Suites at the end of a fixed period agreed between both parties. If a resident books a suite for a fixed period, we reserve the right to charge for the full period even if notice is given in accordance with this clause.

The one month's notice period will be charged at the normal weekly rate (unless agreed otherwise in writing) and is non-refundable. If the resident leaves before the notice period has lapsed, the full notice period will remain chargeable.

Upon departing the Albert Suites, for whatever reason, the resident, their relatives or representatives will be responsible for the removal of personal possessions from the Albert Suites. A pro-rated daily charge of the weekly fee will apply until the suite is fully vacated of personal possessions.

4.4. PROVIDER CANCELLATION DURING YOUR STAY

A resident's stay at the Albert Suites does not constitute a tenancy within the meaning of the Rent Act 1977. We therefore reserve the right to terminate your stay in the allocated suite with two week's written notice.

We further reserve the right to cancel your stay and help you find alternative suitable accommodation in the following circumstances:

- The resident's or their family/ visitor's conduct is such that we reasonably believe that their presence in the Albert Suites is detrimental to the welfare of other residents or staff.
- The resident or their financial responsible representative is unable to pay the fees.
- The resident has caused serious and repeated damage to the suite or property in communal areas. In these circumstances, we reserve the right to pass on the cost of any repairs to the resident.
- There has been a breach of the terms and conditions in this agreement.
- The Albert Suites is unable to provide the care or support that the resident requires.

Residents or their representatives must continue to pay the fees until the date that they vacate the Albert Suites and all of their personal possessions have been removed from the suite.



5. SERVICES AND AMENITIES

5.1. FUNDAMENTAL CARE AND ACCOMMODATION INCLUSIONS

We are committed to ensuring the services, building, facilities, and standard equipment meet the individual accommodation and clinical needs of residents.

The following services, accommodation, facilities, and equipment are included as part of the weekly fee:

Staff Services	External Services
24 hours, 7 days a week Registered Nurse availability	General Practitioner (NHS)
24 hours, 7 days a week Healthcare Assistant availability	NHS Prescribed: medication, dressings, continence products, fortified drinks
Activities Coordinator	Pharmacy services
Receptionist	Community Services (from local CCG)
Maintenance	Chaplain / Priest

5.2. ACCOMMODATION INCLUSIONS:

- Communal aids and equipment for personal care or general mobility needs of Residents who require them, including (but not limited to); urinals, bedpans, wash bowls, walking frames, wheelchairs, commodes, shower/toilet chairs, raised toilet seats, electric beds (including bed rails and covers, crash mats, grab poles, IV poles), pressure relief (including alternating air mattress, heel protectors and seat cushions), lifting aids, grab rails, sensor mats.
- Clinical equipment for general use to meet the needs of the resident including (but not limited to); Trolley and sterile dressing packs for basic wound care, thermometers, sphygmomanometers, stethoscopes, weighing scales, blood glucose testing equipment, INR testing equipment, phlebotomy equipment, medication fridges, nebulisers, suction units and defibrillator (AED).
- Sufficient and safe storage facilities for equipment, aids and supplies including the required storage facilities for all types of medications as required by relevant legislation.
- Radio, television, communal newspapers, personal mail inwards and outwards and telephones.
- Fire response plan including magnetic hold-back fire doors, sprinkler system, smoke extraction system, heat and smoke detectors, and fire extinguishers.

Other Services:

- All care needs according to the person-centred care plan.
- An initial assessment by a registered Physiotherapist. Ongoing treatment requiring a registered physiotherapist will incur a charge to be agreed between the resident and physio and appended at Annex A.
- Accommodation with the use of all furniture, fittings, fixtures, and bed and bathroom linen.
- Utilities including heating, cooling, water, lighting and electricity.



- Subscription TV Package
- A food and beverage service (breakfast, lunch and dinner) that reflects the nutritional requirements of Residents, excluding alcohol. Morning and afternoon tea are also available. Where possible this will consider the personal likes and dislikes of the Resident, address medical, cultural and religious restrictions, and is served at times that reflect community norms and Resident preference.
- Housekeeping services that maintain the allocated Suite and communal areas in a clean, hygienic and tidy state.
- Laundry Services (using on site laundry)
 - Laundering of all provided bed and bathroom linen.
 - Laundering of all personal items that can be done through commercial washing (i.e., do not require dry cleaning and can be washed high temperatures). Reasonable care will be taken to minimise damage to, or loss of, personal clothing however, we accept no responsibility for any loss or damage that may occur.

5.3. FUNDAMENTAL CARE AND ACCOMMODATION EXCLUSIONS

The following services, accommodation, facilities and equipment are excluded from the weekly fee:

- Services provided by: Dentists, Opticians, Audiologists, Hairdressers, Dry cleaners, Physiotherapists, Podiatrists, Beauty Therapists/Hairdressers, Phlebotomist, Occupational Therapists, Tissue Viability practitioners, massage therapists, Speech and language therapists, Dieticians, private medical practitioners and Services that have not been prescribed by a GP or are privately funded.
- Specialised assessment and rehabilitation services and advice on individual customised equipment.
- Wheelchairs modified for an individual's use, seating systems for postural support, specialised communication equipment and other customised and personal care and mobility equipment.
- Specialist equipment e.g. epilepsy sensors, tilt in space chairs, electronic wheelchairs and so on.
- Servicing, maintenance and repairs for equipment that is purchased privately.
- Labelling of personal clothing (laundry identification system requires labelling on site)
- Clothing and personal toiletries.
- Charges for personal telephone calls.
- Annual PAT testing of personal electrical appliances.
- Personal belongings insurance. The Resident is responsible for the safety, security, and insurance cover of their personal belongings. (The Albert Suites staff will exercise due care and comply with relevant legislation).
- Personally selected newspapers, books or magazines.
- Transport on outings as per activities schedule
- Recreational activities that are not part of the activities schedule.
- Glasses and hearing aids.



- Non prescribed and cost incurring continence products.
- Meals and café refreshments for family, friends or visitors.
- Food and beverage items outside the Albert Suites menu.
- Alcoholic beverages.
- Any private transport costs e.g. hospital appointments or personal errands.
- Staff escorts to hospital, appointments or personal errands. These can be requested and will incur a charge.

5.4. EXTERNAL WORKERS

In the interest of the health and safety of the resident, other residents and continuity of care, external private carers are not permitted in the Albert Suites.

With prior agreement only, the resident may commission the services of a companion. For the avoidance of doubt, companions should not provide care to the resident and will be treated in the same way as visitors.

We reserve the right at all times to refuse an external worker to the Albert Suites if it is assessed that they could pose a risk to other residents or staff.

5.5. HEALTH AND WELLBEING

The Albert Suites at Battersea Place will promote and maintain residents' health and wellbeing, ensuring access to health care services. In particular, we will do the following.

- Support independent self-care wherever possible.
- Maintain personal and oral hygiene.
- Identify pressure ulcers or the risk of developing pressure ulcers and undertake appropriate action.
- Seek and act on advice on continence and ensure that the assessed necessary aids and equipment are provided and used.
- Provide appropriate opportunities for exercise and physical activities.
- Identify and act on any risk of falling.
- Regularly assess and act on the resident's nutritional needs and monitor weight gain or loss.
- Assist the resident to register with Victoria Medical Centre for GP services.
- Facilitate access to specialist medical, nursing, dental, pharmaceutical, podiatry and therapeutic services, and hospital and community health care, as required.
- Ensure access to hearing tests and sight tests and to appropriate aids.
- Provide information and advice about entitlements to health care.
- Inform the resident's next of kin or representative of serious illness or death.



5.5.1.MEDICATION

We maintain a clear policy and stringent procedures in accordance with the Department of Health and Social Care guidelines for all aspects of the handling of medication. Records are kept of whether each resident wishes to administer their own medication or pass that responsibility to staff following an assessment.

A risk assessment will be undertaken for all residents who wish to administer their own medication. All medication for residents who administer their own medication must be kept in the locked storage facilities in their own suite.

All medication for residents administered by staff will be held securely and administered by trained and competent staff.

All medication must be handed to the Head of Care or nurse-in-charge on admission. If the resident is capable of self-administering, these will be returned once risk assessments are completed. Thereafter, visitors are requested not to bring in medications without the prior consent of the Head of Care or nurse-in-charge.

As medication competent care staff will be assisting with and administering medication as well as prompting medication for residents, medications will be provided in the most clinically effective way as advised by the GP/pharmacist. This reduces the opportunity of error for both the resident and care staff.

5.5.2.CARE

A full pre assessment of care needs will be carried out before admission and needs will be reviewed regularly. A person-centred care plan for the resident will be developed with the full involvement of the resident and any family/ representatives and reviewed at least monthly. The care plan will set out in detail the action needed to be taken by care staff to look after all aspects of the health, personal and social care needs of the Resident.

5.5.3. COMPATIBILITY

If a resident presents a risk to themselves, interferes with the quiet enjoyment of others, or has ongoing challenging behaviour, their suitability to continue residing at the Albert Suites will be assessed. This will be done in conjunction with the resident, representatives, members of staff and any other external specialist (as appropriate). If it is concluded that it would be in both the residents and our best interests for the resident to leave, two weeks' notice will be provided by us and the resident will be required to leave the Albert Suites at the end of this notice period. Where medical services become involved and/or an immediate removal from the Albert Suites is required, the one month's notice may be waived.

5.5.4. ADULT SAFEGUARDING

We educate and work continually with staff to prevent harm or abuse occurring. If any concern was to arise, we would take immediate action following the London multi-agency policy, procedures, and internal guidelines.

Where a resident is assessed as having limited or no capacity, a Deprivation of Liberty Safeguards (DoLS) referral will be made, and a further assessment carried out by the Local Authority Safeguarding Team.



5.5.5. MONITORING AND QUALITY ASSURANCE

We aim to provide outstanding care within an exceptional service and will use robust quality assurance systems to continuously monitor and improve. Our monitoring and quality assurance arrangements are set out in our Quality Assurance Policy, copies of which are available on request.

5.5.6. HEALTH AND SAFETY

We will ensure as far as practicable the health, safety and welfare of residents, including compliance with relevant legislation.

To comply with fire regulations and for the safety and comfort of residents and staff, smoking is not permitted anywhere outside designated outdoor areas. Residents who repeatedly fail to comply with this term may be asked to vacate their suite in accordance with clause 4.4 above.

5.5.7. VISITORS

Visitors are welcome and can be provided with meals and drinks with notice, as per menu prices. In the interest of general safety, visitors are asked to sign in and out and to inform staff on duty if the resident is leaving the premises with them.

From time to time, we will send out guides, informing visitors of any restrictions that may apply to visits in line with national guidance and/or local infection control protocols.

5.6. FEEDBACK ON THE SERVICE

If you wish to make any complaints or comments about the service, you should in the first instance register this with the most senior person on shift or the Head of Care. A copy of our Feedback Procedure is enclosed. Any complaint made by or on behalf of a Resident will be investigated in accordance with the Company's Feedback Procedure.

5.7. DATA PROTECTION

In order to care for the resident, we need to hold certain records as set out in the Resident's Privacy Notice. The Resident's (or attorney's) signature on this contract constitute the express consent to hold the information and use it for the purpose of providing care. The Resident has the right under the Data Protection Act 2018 to ask to see a record of the information that we hold about them. We will comply with our obligations under the UK GDPR to respond to any requests within the prescribed period.

Information on how we process Residents' personal data can be found in the LifeCare Residences Privacy Notice for Residents and Prospective Residents.



5.8. SIGNATURES

Signed on behalf of Provider:

Click or tap here to enter text.		Click or tap here to enter text.	Click or tap to enter a date.
Name	Signature	Role	Date

Signed by Resident:

Click or tap here to enter text.		Click or tap to enter a date.
Name	Signature	Date

5.9. IMPORTANT INFORMATION FOR REPRESENTATIVES OF RESIDENTS

If you are the representative of a resident and sign this contract on the resident’s behalf, the terms and conditions in this document will apply to you in the same way as they apply to the resident. You will be personally bound by these terms and conditions unless you have signed the resident’s contract in the capacity of:

- the resident’s validly appointed attorney and that power of attorney remains valid.

If you are the resident’s validly appointed attorney at the time of signing this contract it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered power of attorney at the time it becomes registrable). If your appointment as the Resident’s attorney ceases to be valid and we have not been notified of a new attorney, you will immediately become personally responsible for the Resident’s obligations under these terms and conditions.

Signed by Lasting Power of Attorney / Representative:

Click or tap here to enter text.		Click or tap here to enter text.	Click or tap to enter a date.
Name	Signature	Relationship	Date
By lasting power of attorney dated (if applicable):		Click or tap to enter a date.	



Copy Obtained:	Health and Welfare <input type="checkbox"/>	Financial and Property <input type="checkbox"/>

APPENDIX A – ADDITIONAL SERVICES TARIFFS

APPENDIX B – PHYSIOTHERAPY

Physit Limited (Company Number: 08276116) is engaged by the provider to provide physiotherapy services to residents of the Albert Suites. Physit provide a complimentary initial consultation (30 minutes) for residents to determine their physiotherapy needs and develop a care plan.

Following the initial consultation with the physiotherapist the following is agreed with the resident:

Initial observations:	Click or tap here to enter text.
Reason for admission:	Click or tap here to enter text.
Type of physiotherapy required:	Click or tap here to enter text.
Number of hours recommended per week:	Click or tap here to enter text.
Days physiotherapy will be provided:	Click or tap here to enter text.
Weekly fee for services:	Click or tap here to enter text.
Name of physiotherapist:	Click or tap here to enter text.
Signed:	



Date:	Click or tap to enter a date.
Signed by resident:	
Date:	Click or tap to enter a date.

