



RESIDENT'S CONTRACT

This agreement is between:

- (1) Alfriston Care Ltd, a company registered in England and Wales with company number 15269020 and with its registered office at, Windsor House, Bayshill Road, Cheltenham. GL50 3AT and trading at Alfriston Court Care Home, Sloe Lane, Alfriston. BN26 5UR ("**the Home**");
- (2) ("**the Resident**"); of and
- (3) ("**the Responsible Person**").

The residency shall commence on ("**the Start Date**").

Background:

- (A) With effect from the Start Date, the Resident shall reside at the Home.
- (B) This agreement together with the Resident's Guide and the other policies in place at the Home from time to time sets out the terms that will govern the Resident's residence at the Home. Copies of all policies in place from time to time are available on request and a copy of the current Complaints Policy is attached.
- (C) In addition to complying with the terms of this agreement, the Home will, at all times, comply with the provisions of the Health and Social Care Act 2008 and all relevant regulations including but not limited to those implemented by the Care Quality Commission and the Health & Safety Executive.

Summary:

Date of this agreement:	
Date of commencement of contract (admission or booking date):	
Date of termination of contract (short term care only): N.B. There is a 3 month cut off period for short term care. After this time the residency will transfer to a permanent agreement.	
Agreed weekly fee on admission:	
Room type agreed:	
Room number agreed:	

IT IS HEREBY AGREED AS FOLLOWS:

1. Commencement and duration

- 1.1. This agreement will commence on the Start Date and continue until terminated in accordance with the provisions of this agreement.
- 1.2. The first four weeks of this agreement will be regarded as a trial period. This is to enable both the Resident and the Home to decide if the arrangements are right for them. The trial period can be extended if the parties mutually agree such extension. During the trial period this agreement may be terminated by seven days' notice by either party.
- 1.3. In the event of either or both of the parties choosing to terminate the agreement during the trial period, the Home will, where possible, provide the Resident with information about alternative placements and support them in making a choice, as well as supporting them in transferring to an alternative home.
- 1.4. At the end of the trial period the Home will arrange a meeting of those persons concerned with the admission, with the objective of reviewing the trial period and deciding on permanent arrangements.
- 1.5. Following the trial period, this agreement will continue for an indefinite period until terminated in accordance with this agreement.
- 1.6. If a Resident wishes to retain a room then this shall be at a Manager's discretion and for a maximum period of four weeks. During the designated retention period the room must be unoccupied and the Resident shall pay half the agreed weekly fee. The fees arising for retention of a room shall be payable in advance and are non-refundable if the Resident chooses to terminate early. In the event that the Resident wishes to take up residency then the full weekly fee shall be payable and a trial period shall start.

2. Care and Services to be provided

- 2.1. Prior to the Start Date, the Home will undertake a pre-admission assessment of the Resident's care needs and as soon as reasonably possible after admission will (working with the Resident and/or their supporter) draw up a care plan for the Resident ("**Resident's Care Plan**").
- 2.2. The Home will provide care to the Resident based on the Resident's Care Plan. The Resident's Care Plan will be the subject of regular review to ensure that the Home continues to meet the Resident's needs.
- 2.3. The Home will provide services in accordance with the Resident's assessed needs, to meet the agreed Resident's Care Plan including:-
 - (a) the provision of a bedroom with a basic television;
 - (b) the provision of personal care;
 - (c) the use of public recreational areas;
 - (d) nutritious and tasty food and drink;
 - (e) heating, lighting and water;
 - (f) laundry services (not including dry cleaning);
 - (g) the opportunity to participate in social activities;
 - (h) the treatment of disease, disorder or injury; and

(i) diagnostic and screening procedures.

2.4. Services typically included in the weekly fees include:-

- (a) 24-hour care-call service (via button in room);
- (b) Night-time on-site resources;
- (c) Carers allocated to the Resident on each shift;
- (d) Medicine storage, dispensing and administration (although the Resident can be assessed for self-medication);
- (e) Assisted bathing and washing;
- (f) Assisted awakening, dressing and undressing, and getting ready for bed;
- (g) Assisted in-bed support, with careful attention to skin integrity through equipment and staff attention;
- (h) Incontinence support and attention (additional products may be charged for if beyond the NHS allocation received after an incontinence assessment);
- (i) Post-operative care;
- (j) Clinical support;
- (k) Management of infections;
- (l) Respite care (short or long stay);
- (m) Facilitating multi-disciplinary healthcare support as required, arranged either through the GP or purchased privately;
- (n) General well-being support (physical and/or mental);
- (o) Nutritious, tasty and varied food and drink provision;
- (p) Facilitation of meeting spiritual needs (arranged through external organisations);
- (q) Entertainment – to use reasonable endeavours to ensure that there is regular activity that is appropriate and interesting and guards against isolation, including one-to-one sessions;
- (r) Fire and Security controls and protections;
- (s) Quality Monitoring System;
- (t) Laundry services.

2.5. Services not included in the weekly fees (but which may be arranged on request) include, but are not limited to:-

- (a) Entertainment other than that provided by the Home
- (b) Hairdressing and manicure services
- (c) Dry-cleaning
- (d) Prescription charges not covered by the NHS
- (e) Private physiotherapy and chiropody services
- (f) Special escort services, e.g. for hospital visits
- (g) Special medical equipment not generally provided by the Home or covered by the NHS
- (h) Special food generally not provided by the Home
- (i) Telephone calls
- (j) Personal toiletries
- (k) Newspapers or magazines
- (l) Advocacy services (may be voluntary or through a solicitor)
- (m) Special seating, furnishing or multi-media equipment

3. Payment

- 3.1. Fees chargeable for short-term care are payable in advance covering the full duration of the contract. All other fees are payable monthly in advance either on the last day of the preceding month or the first day of the month. Unless otherwise informed by the Home in writing, all payments must be made by direct debit to the following bank account:-

Lloyds Bank

Account No: 24744863

Sort Code: 30-99-50

Name of Account: Alfriston Care Ltd.

All payments must include the Resident's account number to ensure they can be properly processed.

- 3.2. Fees are charged in minimum units of one day, being 1/7th of the weekly fee in respect of a 24-hour period between midday one day and midday the next, or part thereof. Monthly fees are calculated by dividing the weekly fee by 7 and then multiplying the result by 365 days and then dividing this amount by 12 months. Fees for the first and last month are calculated on a pro rata basis.
- 3.3. In the event of Funded Nursing Care ('FNC') contribution being granted by the NHS to support the increased costs of nursing care for a Resident, this FNC contribution will be retained by the Home and is in addition to the fees stated to you, to make it possible to cover the cost of additional care required.
- 3.4. In the event that a third party, such as a relative of the Resident, agrees to make payments to the Home in part or full payment of the fees charged to the Resident under this agreement, then that third party will be regarded by the Home as bound by the terms of this agreement, and liable for all payments.
- 3.5. The Responsible Person shall ensure that the Resident complies with all of the terms of this agreement, including payment of any fees and charges and shall personally guarantee such payment.
- 3.6. Where the Resident is entitled to Social Services or Local Healthcare Authority funding:-
- (a) the Home is entitled to rely on Social Services or the Local Healthcare Authority's assessment of the level of financial assistance to be provided; and
 - (b) the Resident or the Responsible Person remains liable for arranging payment of any shortfall in the weekly fees and any other charges not received from Social Services or the Local Healthcare Authority.
- 3.7. The level of fees will be reviewed (*though not necessarily increased*) :-
- (a) 6 monthly in April and October; and
 - (b) when the level of care required by the Resident changes.
- 3.8. Any changes in fees will be notified to the Resident and the Responsible Person in writing at least 28 days before they take effect. Any fee increases are assessed to meet an increasing cost of providing care and will not exceed CPIH plus 6%, or the need to meet a legally-mandated increase to the cost of providing care e.g., rises in national living wage.
- 3.9. Services provided by external providers such as those listed in clause 2.5 will be invoiced separately by the service provider direct to the Resident and it is the responsibility of the Resident or Responsible Person to settle such invoices directly.

4. Information on Resident's Finances

The Home shall be entitled to undertake a financial review of the Resident's ability to pay the fees both prior to the Start Date and annually on every 12 month anniversary of the Start Date. The Home shall be entitled to request such evidence to support the Resident's ability to pay the fees as it reasonably considers necessary and will require confirmation and evidence that the Resident can afford to pay for at least 24 months of nursing care and 60 months of residential care.

We are a provider of care homes, and we collect data about you in this document and by other means solely for the purpose of assessing a resident's ability to pay for our services, entering into a contract with us, and providing our services. If you fail to provide the data we will be unable to assess your application. We collect the data pursuant to the Data Protection Act. We do not use the data obtained for any marketing purposes, and the data is not transferred to any third party (except for the purposes of carrying out the services). We have only asked for the minimum amount of data in order to make a financial assessment, and we shall keep the data confidential. You have expressly consented to providing this data, and we will only keep this data while you are a resident of our care home. You agree to provide us with updated data if there is a material change to the data provided. You have the right to access, change, or delete the data, or provide restrictions or objections, or withdraw your consent. If you ever require information about the data we hold on you please do not hesitate to ask the Manager of your care home who will direct you to the relevant person, otherwise, you have the right to make complaints to the relevant Government supervisory authority.

5. Interest

- 5.1. Interest shall be payable by the Resident on:
 - (a) any overdue fee; and
 - (b) all other sums payable or which become payable under this agreement which are unpaid from the due date of payment.
- 5.2. Interest will be charged at 4% above the Bank of England base rate from time to time prevailing.
- 5.3. Any interest payable under sub-clause 5.1 above shall run from day to day and shall accrue after as well as before any judgment is made.

6. Termination of this agreement

- 6.1. Where the Resident has been admitted for short term care, this agreement will terminate on the date set out in the summary at the head of this agreement unless otherwise agreed between the parties.
- 6.2. Either party may terminate this agreement on 4 weeks written notice.
- 6.3. The Home may terminate this agreement with immediate effect in the event that any of the following events occur:
 - (a) The Resident fails to pay any sum payable under this agreement on its due date (whether previously demanded or not);
 - (b) A bankruptcy petition is presented against the Resident, or the Resident has a bankruptcy order or an interim order made against them under the relevant Insolvency Act at the time;

- (c) The Resident commits any breach of the terms and conditions (whether explicit or implied) of this agreement;
- (d) The Resident's property is subject to any attachment order or the Resident is subject to any other insolvency or debt related procedure;
- (e) If the Home considers, with confirmation by a health professional or social worker, that the Resident requires a level or category of service which cannot be provided by the Home then in any such event, and without prejudice to any other rights and remedies which the Home may possess, the Home shall be entitled to terminate this agreement and, subject to the provisions of clause 8 below and any pre-existing liabilities of the Resident hereunder, neither party shall have any rights as against the other;
- (f) The Resident exhibits behaviour which the Home considers, with confirmation by a doctor or independent care worker, is persistently unsociable to such an extent that they seriously affect the well being of other Residents in the Property;
- (g) The Resident commits any breach of the policies in place at the Property, including but not limited to any policies contained in the Resident's Guide; or
- (h) The Resident is absent from the Property for a continuous period in excess of six weeks.

7. Termination on Death

- 7.1. In the event of the death of the Resident, the Home will (if they are not present at the time) inform the next of kin and/or representative of the Resident as soon as possible.
- 7.2. The Resident's room and property shall be kept secure until the room is cleared. The Resident's bedroom should be cleared by the Resident's next of kin and/or representative within two weeks if possible. However, if this is not possible arrangements can be made with the Home for the items to remain in the Property for a further period to be agreed, with payment being made at the appropriate rate. Where no such arrangement is made within two weeks of the Resident's death, the Home is entitled to clear the Resident's bedroom and dispose of the contents as it sees fit.
- 7.3. The agreement will terminate automatically on the clearance of the Resident's bedroom, save that the obligations contained in clause 8 shall survive such termination.
- 7.4. The Home will, at its sole discretion, reimburse any prepaid sums to the Resident's estate within two months of the clearance of the Resident's bedroom, after making reasonable allowance for:
 - (a) any costs incurred by the Home in clearing the Resident's room; and
 - (b) any other relevant costs or factors.

8. Obligations on termination

Upon termination of this agreement the Resident (or in the event of the Resident's death, the Resident's estate) shall pay to the Home, on demand, all sums payable under this agreement.

9 Rooms

The Home reserves the right to require the Resident to move rooms where reasonably necessary.

10. Personal Effects

- 10.1 Residents may (subject to the Home's reasonable discretion) bring their own personal possessions and small items of furniture with them into the Property. All such items must be recorded in the Resident's property register.
- 10.2 The contents of each Resident's room will be insured by the Home up to a value of £1,500 in aggregate per Resident. If the Resident has items which exceed such value, their own insurance must be arranged and proof of such insurance should be provided to the Home.
- 10.3 The Resident must inform the Home before bringing any electrical items into the Property so the Home can ensure that the item is safe to use.
- 10.4 All clothing must be clearly marked with the Resident's name using woven tags or indelible ink. The Home will not accept responsibility for items of clothing which are recommended for hand washing, are not machine washable or are unmarked. The Home will not accept responsibility for any damage to the Resident's clothing as a result of laundering.
- 10.5 Upon termination of this agreement for any reason, the Resident or the Responsible Person shall be responsible for removing all personal items from their room.
- 10.6 The Home will not be responsible for loss or any other damage beyond what is covered by its insurance policies.
- 10.7 Residents must take care to lock valuables up in their room and should not have items of an excessively valuable nature.
- 10.8 The Home has a strict no smoking policy inside the Property.
- 10.9 No pets are permitted to live at the Property but the Home may, at its absolute discretion, allow well behaved and appropriately vaccinated animals to visit.
- 10.10 Under no circumstances should the Resident give or gift any of their own property or belongings to a member of staff.

11. Notices and services

- 11.1 Any notice or other information required or permitted to be given by either party under this agreement shall be deemed to have been validly given if served personally upon that party, or if sent by first class pre-paid post, either to the address of that party as stated above or, where that is unknown, to their last known address.
- 11.2 Any notice or other information sent by first class pre-paid post shall be deemed to have been received by the other party within 48 hours after the date of posting

12. No Tenancy Created

It is agreed and accepted by all parties that no tenancy will be created by this agreement or the occupation by the Resident of accommodation at the Property.

13. General

- 13.1 Where two or more persons are stated to be the Resident, each of those persons shall be jointly and severally liable for the performance of the obligations of the Resident as set out in this agreement.
- 13.2 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 13.3 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 13.4 No failure or delay by a party to take steps against the other in respect of a breach of contract will prevent that party taking steps to enforce the contract at a later date.
- 13.5 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.6 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by the Resident:	
Signed by the Responsible Person who acknowledges and agrees to the provisions of clauses 3.4 and 3.5 above:	
Signed for and on behalf of the Home:	
This agreement is dated the day of in the year	
(Instructions: Two copies of this agreement to be completed and both signed on behalf of the Home. The Resident and/or the Responsible Person to sign both copies, one copy to be retained by the Home and one copy retained by the Resident or the Responsible Person).	