



FULL NAME:

DATE OF ADMISSION:

LOCATION: \_\_\_\_\_ Howard Road, Queens Park, Bournemouth, BH8 9EA

The following terms and conditions will apply:

### Terms and Conditions

An agreement that will create a contractual relationship between us is required due to our responsibilities regarding the financial aspects of your care. Wherever possible it has been attempted to present these terms and conditions with plain English.

If you have a query please ask a member of the team and we will be happy to help.

This Terms and Conditions ("**Terms and Conditions**") document and the Admission Schedule ("**Admission Schedule**") attached, together form the Amrial Care Ltd Service User contract (the "**Service User contract**"). Amrial Care Ltd also trades under the names "Amrial," "The Alexandra," "The Alexandra Centre" and "Farway Grange."

Throughout this Service User contract:

- any reference to "**the home**" will mean the location stated at the top of this contract;
- any reference to "**you**" or "**your**" will mean the person named in the Admission Schedule who is taking up residence at "**the home**";
- any reference to "**we**", "**us**" or "**our**" will mean Amrial Care Ltd;
- any reference to your "**Guarantor**" will mean the person who agrees to accept full liability, as principal in the same way as you and/or any third-party funder (other than a Funding Authority), to pay all sums due to us under this Service User contract;
- any reference to "**Nominated Representative**" will mean the person that you have informed us will be handling your affairs on your behalf, including if relevant, your Attorney or Court of Protection Deputy;
- any reference to a "**Funding Authority**" will mean any Local Authority, NHS body or other local or central governmental authority that has agreed to pay all or part of your fees for residence at the Home and nursing or other services provided by us for you;
- any reference to "**Total Fee**" has the meaning in paragraph 1.1 below (Fee Payable);
- any reference to this "**Service User contract**" will mean this Service User contract as amended from time to time.

**These terms and conditions set out our responsibilities and obligations to you and your responsibilities and obligations to us.**

**The Service User contract is an important document which is legally binding. We therefore encourage you to take the time to read this document carefully before signing. We encourage you to seek independent legal advice.**

The Service User contract will apply from the date of your admission to the Home until or unless terminated in accordance with its terms.

## 1. FEES

### 1.1 Fee Payable

- a) The fee payable from your admission to the Home is the Total Fee set out in the Admission Schedule.
- b) The fee agreed prior to admission is determined based upon your level of need at that time. We reserve the right to review the fees if your care needs change. This will be discussed with both you and any representative acting on your behalf.
- c) Our Total Fee is stated without any VAT included. If at any time any of the services or other supplies to which our fees relate are chargeable to VAT, then VAT would be added and payable by you and/or your Funding Authority in addition.

### 1.2 Paying for your care

Paying for your care is an important commitment. We strongly advise you to speak to a financial adviser or other competent professional to ensure you are able to meet your commitment to pay our fees

### 1.3 Top Up and Third-Party Payments

- a) If upon admission, your relevant Local Authority or other Funding Authority has agreed to fund your placement in the Home but the funding rate offered by them is below our Total Fee detailed in your Admission Schedule, then a Top Up or Third-Party contribution towards the total fee payable is required. Your Guarantor or a third party must pay the Top Up or Third-Party contribution and sign this Service User contract.
- b) Furthermore, if during your residence your funding sources change for any reason, then any third party who intends to make the Top Up or Third Party contribution must sign a new Service User contract (as well as you and your Nominated Representative and/or any Guarantor) that will detail the Top Up or Third Party contribution required from that third party. That new Service User contract will supersede this Service User contract.
- c) Whether or not a third party agrees to pay the Top Up or Third-Party contribution, your Guarantor will be liable to pay it to us except to the extent it is actually paid by a third party.
- d) The Total Fee that is agreed for your care excludes Funded Nursing Care (FNC). If FNC is applied for and you are found eligible, funds will be paid directly to the home. This is to supplement the fees that are agreed with you, and is not a contribution towards them.

### 1.4 Funding Authority Contributions

Payments due to us by your Funding Authority are governed by a separate legal agreement between us and the Funding Authority.

### 1.5 Calculation of Your Fees

- a) Your fees are calculated using a daily rate and billed on a monthly basis. This means that the amount will vary based on the number of days in the month. Alternative arrangements are at the sole discretion of the company.
- b) A breakdown of your fees is provided in the Admission Schedule and all fees are reviewed in accordance with paragraph 1.10 below (Fee Reviews).

### 1.6 Invoices and Payment

- a) We will invoice you monthly for the sum payable for your fees. The invoice will need to be paid to us before the start of the month to which they relate.
- b) We will invoice you monthly for any amount payable for Additional Services. The invoice will need to be paid to us within four (4) weeks of issue.
- c) Invoices are issued by email. If you or your Nominated Representative would like to receive your invoices by post, please notify the Home Manager or email [finance@amrial.co.uk](mailto:finance@amrial.co.uk)

- d) If we do not receive full payment from you, your Guarantor or a Funding Authority within thirty (30) days, we shall have the right to charge interest at the rate per annum (accrued on a daily basis) of 10% above the Bank of England base rate.
- 1.7 Payment during applications for external funding and changes in your circumstances
- a) If you have applied, or apply at any time during your residence at the Home, for a Funding Authority to fund all or part of the fees payable under this Service User contract (a "Funding Application"), that application may take some time. While any Funding Application is being processed, the Total Fee and any other fees payable under this Service User contract will be payable by you until your Funding Application is successful, when paragraph 1.7(b) below will apply.
- b) If your Funding Application is successful and a Funding Authority agrees to fund all or part of the fees payable under this Service User contract, then the amount of fees payable by you under this Service User contract will be reduced by the amount that the Funding Authority agrees to pay from time to time, but your Guarantor, or a private third party, will need to continue paying any amounts that the Funding Authority does not agree to pay (including any increases under paragraph 1.10 below (Fee Reviews)).
- c) If your Funding Application is successful and a Funding Authority agrees to fund all or part of the fees payable under this Service User contract retrospectively, then to the extent that those retrospective payments are for fees which have actually previously been paid by you or on your behalf, we will refund them upon receipt of the relevant retrospective payments from your Funding Authority.
- d) If you make a Funding Application, please tell us by informing the Home Manager.
- e) If there are any changes in your financial circumstances that would affect your eligibility for funding from a Funding Authority, you must let us know as soon as possible by informing the Home Manager or Finance Manager. If such changes result in you exceeding the relevant Funding Authority's funding threshold and you wish to remain at the Home, we will require you, any Nominated Representative you have and (if we so require) a Guarantor accepted by us, to sign a new Admission Schedule to reflect the change in the sources of funding for your care.
- 1.8 Absence
- Where you are absent from the Home for a temporary period we will keep your room available for you unless we agree with you otherwise. Fees will still be payable in full during any period of absence up to 7 days while we keep the room for you. If you are absent for more than 7 days, we will deduct any savings we are able to make as a result of your absence, for example reduced food, heating and lighting costs. These costs will be deducted from your full fees for the period you are absent from the home.
- 1.9 Death
- In the event of your death any fee outstanding will be charged to your estate. We reserve the right to charge fees for three days (or less if the room is reoccupied within this three-day time period) after the date of death. Under normal circumstances, we shall ask that your room be cleared within three days. If there has been any overpayment or we are holding money on your behalf, this shall be refunded to your estate.
- 1.10 Fee Reviews
- a) Provided there are no changes to your needs or the services you require, your Fee is fixed for a period of twelve (12) months from admission. We will review and may increase the Fee once a year in April in line with the following formula:

Type of cost	% of your Total Fee	How we calculate the increase
Staff costs	76%	We increase this element of your Fee by the same % increase as our Healthcare Assistant basic hourly rate
Non-staff costs	24%	We increase this element of your Fee by the same as Retail Price Index (RPI)

For example, where your Fee is £1,000 per week and the National Minimum Wage has increased by 5% and Retail Price Index (RPI) has increased by 2%, your new Fee will be £1,042.80 week.

Type of cost	% of your Total Fee	How we calculate the increase
Staff costs	76%	76% of £1,000 = £760 £760 x 1.05 = <b>£798</b>
Non-staff costs	24%	24% of £1,000 = £240 £240 x 1.02 = <b>£244.80</b>
<b>New Total</b>		<b>£1,042.80</b>

- b) Following a fee change these terms and conditions will otherwise remain in full force and effect.
- c) We may also increase the fee by a fair and reasonable amount where a significant and unexpected change occurs in the law or the regulation of the home which results in a significant increase in our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.

## 2. ADMISSION REQUIREMENTS

- 2.1 Before your admission to the Home we require you to deliver to the Home the following (if not already provided):
  - a) a signed copy of this Service User contract, including Admission Schedule;
  - b) payment of first month's fees or top-up contributions (if applicable)
  - c) a completed direct debit mandate via GoCardless (unless you are being entirely funded by a Funding Authority);
- 2.2 Where applicable to you, we will also require:
  - a) any relevant Social Security forms;
  - b) a copy of any Enduring Power of Attorney or Lasting Power of Attorney for you; and
  - c) a copy of any Court of Protection appointment of a Deputy or Deputies for you.
  - d) a completed and signed finance assessment form (unless you are being entirely funded by a Funding Authority).
  - e) Discussion of financial means with the Registered Manager to provide an overview for funding expectations. You may be asked to evidence sufficient funds to pay at least two (2) years of your Fee contributions. If relying on the sale of an asset to fund your care you must agree to using the Deferred Payment scheme with the local authority.
- 2.3 Initial payment period
 

Your initial payment may be made by BACS bank transfer. Payment is also accepted by debit or credit card which can be processed online using the Stripe payments facility. Part of the processing fee will be passed along to you for using this facility, with the remainder paid by the company.

**BACS transfer details**

Bank: Lloyds Bank  
Account name: Amrial Care Ltd  
Sort code: 30-97-81  
Account number: 00510203  
Reference to use: (Service User's name)

**3. TRIAL PERIOD**

You will initially be accommodated on the basis of a four-week trial period, charged at the normal rate. This will allow an ongoing assessment process to take place to determine suitability for a permanent stay. At any time during this trial period, the management or the resident can give one week's notice to terminate the agreement.

**4. TERMINATION**

**4.1 Termination by us**

In addition to the provisions of paragraph 3, we have the right to terminate this Service User contract by giving you written notice if:

- a) Any amount payable to us under any provision of this Service User contract is not paid within ninety (90) days after the due date. If terminating in this case, we will give you least twenty-eight (28) days' written notice of termination.
- b) Any other term of the Service User contract is breached by you. If terminating in this case, we will give you at least twenty-eight (28) days' written notice of termination.
- c) In our reasonable opinion there are unresolved funding problems. For example, if the amount of public funding offered and paid by a Funding Authority is less than the total of our fees for the room and fees for the level of care being provided to you and the shortfall is not being made up by a third party or your Guarantor. If terminating in this case, we will give you at least twenty-eight (28) days' written notice of termination.
- d) In our reasonable opinion we are no longer able to provide the level of care required in accordance with your assessed needs. If terminating in this case, we will give you at least twenty-eight (28) days' written notice of termination;
- e) In our reasonable opinion your behaviour or any circumstances relating to your stay may be detrimental to the welfare or peaceful enjoyment of the other residents or our employees in the Home. If terminating in this case, we will give you at least forty-eight (48) hours' verbal or written notice of termination where there is a need for urgency (and in the case of verbal notice we will subsequently confirm it in writing) and, where the need is not urgent, we will give you at least twenty-eight (28) days' written notice of termination.

Upon termination of this Service User contract, you must vacate the Home immediately and all amounts outstanding and payable to us or you that have not been paid must be paid. If you remain at the home beyond the end of the notice period of termination you will continue to be charged the agreed fee plus an additional 30% for being out of contract.

**4.2 Termination by you**

In addition to the provisions of paragraph 3, you have the right to terminate this Service User contract by giving us written notice as follows:

- a) Where there has been a material breach by us of the Service User contract which continues for thirty (30) days after you give us a request in writing asking us for the breach to be remedied. If terminating in this case, you will need to give us at least fourteen (14) days' written notice of termination; or

- b) By you giving us at least twenty-eight (28) days' written notice of termination.

In the instance that a resident vacates unexpectedly, the room will be retained until such time as notice is served either by the resident, their representative, or the home. Fees remain payable in full until formal termination of occupancy. If you remain at the home beyond the end of the notice period of termination you will continue to be charged the agreed fee plus an additional 30% for being out of contract.

Residence within a Care establishment does not constitute a tenancy within the meaning of the Rent Act. It may be necessary to give notice to a resident requiring that they leave the Home. This would only be in exceptional circumstances and we would give a minimum of one calendar months' notice and a full explanation of why we were following this course of action.

## 5. SERVICES

Fees cover the full range of services provided by the Home "in-house." This includes:

- a) Accommodation
- b) All meals (including special dietary requirements)
- c) Drinks
- d) A laundry service for your personal belongings which are machine washable (but not including professional dry cleaning nor hand washing of any item). Please ensure that all clothes are clearly labelled. Whilst every care is taken with resident's clothes, responsibility cannot be taken for clothes lost or damaged
- e) The use of all facilities of the home
- f) Access to the telephone (line rental)
- g) Newspapers and reading material in the lounge
- h) Terrestrial television in your room
- i) Use of books, music CDs and DVDs from the library
- j) Take away meals (provided ad-hoc as treats rather than regular event)
- k) Fitness and Activities classes
- l) Birthday parties
- m) Days out
- n) Internet usage via a personal computer or tablet device, provided that your usage is legal and your downloads are not excessive in our reasonable opinion. Internet availability and connection speed is limited according to the service provided to the Home by the relevant broadband service provider.

We have a cordless telephone that is available in each room or for use in the lounge at no additional cost for UK calls, subject to fair and reasonable usage. Unreasonable usage will be billed to the resident. Residents are welcome to bring and use their own mobile phone.

## 6. ADDITIONAL SERVICES

The following services can be arranged and are payable at cost:

- a) Dry cleaning
- b) Hairdressing
- c) Private treatments such as chiropody, dentistry, physiotherapy or similar
- d) Daily newspapers
- e) Long distance & International calls
- f) Private ambulance and/or escort (non-emergency)
- g) Personal medical supplies (other than those available on prescription), and home remedies

## **7. ROOM ALLOCATION AND OCCUPATION**

7.1 From your admission date, where possible, you will be allocated the room chosen by you. We do not grant you exclusive possession of your room and no tenancy, or assured tenancy under the Housing Act 1988, is created by this Service User contract in respect of your room. This means that you will occupy your room at the Home as a licensee not a tenant.

7.2 Though we will endeavour not to move you from your room, there may be specific reasons where we will require you to change rooms. For example, refurbishments to your room or the Home are required, your care needs change such that you need a more suitable location or because of resident relations. We will discuss any proposed change with you or your Nominated Representative in advance and will give you an explanation of the reasons for the move. Except in the case of emergencies, we will give you a minimum of fourteen (14) days' notice of any proposed changes.

7.3 If you are not happy with your new room you can terminate this Service User contract by providing at least fourteen (14) days' written notice to the Home Manager.

7.4 We have, and require, unrestricted access to your room in order to provide the services referred to in this contract.

7.5 No recording is allowed to be made on our premises without our consent.

## **8. PERSONAL ITEMS**

Residents are encouraged to bring personal items, including items of furniture, with them to the Home so long as they meet fire, health and safety regulations. Please discuss and agree this with the Manager prior to admission.

In the event of death, we understand this is a difficult time however all belongings are to be collected within 48 hours. In the event that belongings are not collected by a representative they will be put into secure storage and costs, including for storage and administration, will be invoiced to your representative.

## **9. ABSENCE**

Residents are free to spend periods of time away from the home. All arrangements should be discussed with the Manager. During temporary absences, fees remain payable.

## **10. INSURANCE AND VALUABLES**

The Home has an insurance policy that covers resident's personal effects to a maximum of £200. Please notify the Manager if any items of higher value will be kept in the resident's room.

It is not advisable to keep large amounts of cash or valuables in resident's rooms. A safe is available for the safekeeping of such items and arrangements should be made with the Manager.

## **11. PETS**

Pets are not usually accepted

## **12. SMOKING**

Smoking is restricted to the designated smoking area outside the Home. Please discuss these arrangements with the Manager.



### 13. CLOTHES

Please ensure that all clothes are clearly marked with the resident's name prior to admission to the Home. Whilst every care is taken with resident's clothes, it is regretted that responsibility cannot be taken by the Home for clothes lost or damaged.

### 14. GENERAL

Our aim is to make your stay as pleasant, comfortable and rewarding as we can. Every effort will be made to provide a personal service tailored to your individual needs. We hope that you can consider the Home to be your home in all respects.

14.1 If we fail to insist that you, or any Guarantor or third party contributor, perform any of your or their obligations under these Terms and Conditions, or if we do not enforce our rights against you or any Guarantor or third party contributor, or if we delay in doing so, that will not mean that we have waived any of our rights and will not mean that you or any Guarantor or third party contributor do not have to comply with those obligations. If we do waive a default by you or any Guarantor or third-party contributor, we will only do so in writing, and that will not mean that we will automatically waive any later default.

14.2 This Service User contract is between you/your Nominated Representative and us. No other person shall have any rights to enforce any of its terms.

14.3 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 we may transfer our rights under these Terms and Conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.

The Home is registered with the Care Quality Commission (CQC). Management undertakes to maintain the standards of care and service as set out in the CQC's published guidelines, comply with all aspects of the Health and Social Care Act 2008, and follow best practice at all times. Should there be any areas that cause concern, please do not hesitate to discuss them with the Manager.

### 15. ADVOCACY

If, through illness or infirmity, the resident is unable to sign this Agreement themselves, the person who signs the Agreement accepts the responsibilities detailed within the Agreement including the payment of fees and other charges.

### 16. MEDICATION

16.1 If you wish to self-administer your prescription or non-prescription medications and treatment creams, then an assessment of your capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is appropriate, you or your Nominated Representative will be asked to sign an agreement recording the decision and from that time we accept no responsibility and will have no liability in such circumstances unless due to any negligence or default by us or by any of our agents or employees. The self-medicating agreement, when signed, will be placed in your file and notified to your GP. We will review the assessment on an on-going basis.

16.2 If you have not signed a self-medicating agreement but wish to self-administer any nonprescribed



medications and treatment creams e.g. Paracetamol, you or your Nominated Representative should inform the Home Manager before doing so and we accept no responsibility and will have no liability in such circumstances unless due to any negligence or default by us or by any of our agents or employees.

## **17. GIFTS, SIGNATORIES & BENEFICIARIES**

17.1 Gifts - None of our staff are permitted to accept gifts from you. However, if you wish to make a gift to the Home, please inform the Home Manager and it will be duly logged.

17.2 Signatories - None of our staff are permitted to witness any legal documentation which relates to you.

17.3 Beneficiaries - None of our staff are allowed to be beneficiaries of your Will.

## **18. DATA PROTECTION**

18.1 We will gather information relating to you to allow us to process your admission, for the purpose of issuing invoices and generally for the purpose of your stay in the Home. The information will also be used to communicate with you and any other person on matters relating to your stay in the Home.

18.2 As and when necessary we may need to provide your information to medical professionals who are under a legal duty of confidentiality.

18.3 If the Home or our business is sold or integrated with another business we may disclose your information to our advisers and any prospective purchaser of the Home or our business and its advisers.

18.4 If any of the information that you provide to us changes, you, your Nominated Representative or any other person liable for your fees must inform the Home Manager in writing of those changes.

## **19. LIABILITY**

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

## **20. VARIATION**

No variation, addition or change to this Service User contract shall be binding unless we give you at least twenty-eight (28) days' notice in writing of such change. If you are unhappy with a variation, addition or change to this Service User contract you may terminate this Service User contract by giving seven (7) days' written notice. The proposed, variation, addition or change will not be binding on you until the date set out in our notice.

## **21. ACCEPTANCE**

This Agreement shall be deemed to be made on the date when it is signed by the Provider, or when the Service commenced, whichever is the earlier.

## **22. GOVERNING LAW**

This Service User contract shall be governed by and construed in accordance with the laws of England and where applicable, Wales. The parties submit to the jurisdiction of the English Courts.

**ADMISSION SCHEDULE**

**1. Resident's details:**

Name:

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ National Insurance No: \_\_\_\_\_

NHS Number: \_\_\_\_\_

**2. Name and Address of the person responsible for payment of fees:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Post Code \_\_\_\_\_ Email: \_\_\_\_\_

**3. Date of Admission** \_\_\_\_/\_\_\_\_/\_\_\_\_

**4. Room number on Admission** \_\_\_\_\_

**5. Type of Residency:** Permanent [ ] Short Stay [ ]

*(Only complete if Short Stay Resident):*

Day/nights: \_\_\_\_\_ Departure Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**7. Funding Sources (weekly)**

Total fee: £ \_\_\_\_\_ (split as follows)

Resident Payment: £ \_\_\_\_\_

Local Authority Payment: £ \_\_\_\_\_

NHS Payment: £ \_\_\_\_\_

Third Party top up Payment: £ \_\_\_\_\_

**8. Additional Services will be invoiced in line with the Terms and Conditions**

**9. Payment Terms are in accordance with the Terms and Conditions.**

**10. Agreement by the Resident and any Third-Party Contributor:**

I have received a copy of the Residence Terms and Conditions and this Admission Schedule which form this Service User Contract and I agree to those Terms and Conditions and this Admission Schedule.

I agree to pay all sums lawfully due to Amrial Care Ltd from me, either as the Resident or as Third-Party Contributor, on the due date and I agree to comply with all the Terms and Conditions applicable to me.

**Signature:** \_\_\_\_\_  
(Resident /Power of Attorney/Court of  
Protection Deputy - *please delete*)

**Signature:** \_\_\_\_\_  
(Third Party Contributor)

**Full Name:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Tel:**

**Tel:**

**12. Agreement by Guarantor:**

I have received a copy of the Residence Terms and Conditions and this Admission Schedule which form this Service User contract and I agree to those Terms and Conditions and this Admission Schedule.

I agree to accept full liability, as principal in the same way as the Resident named above and/ or any third party funder or contributor (other than a Funding Authority), to pay all sums lawfully due to Amrial Care Ltd under this Service User contract as amended from time to time and I agree to pay those sums to Amrial Care Ltd forthwith when requested by Amrial Care Ltd.

Signed as a Deed by the Guarantor below in the presence of the witness signing below:

**Signature:** \_\_\_\_\_  
(Guarantor)

**Signature:** \_\_\_\_\_  
(Witness)

**Full Name:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**13. Agreement by Amrial Care Ltd**

Authorised Signatory: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Service User contract: \_\_\_/\_\_\_/\_\_\_\_\_