

Resident service agreement

DRAFT



Agreement Details

These Agreement Details, together with the attached terms and conditions (as amended from time to time in accordance with such terms and conditions) (the “**Terms**”), form this Resident service agreement (the “**Agreement**”) which governs the legal relationship, between the Company (including the Home), the Resident and any Third Party Payer (each as named below), applying to the Resident’s residence at the Home.

Resident’s surname	
Resident’s first and middle names	
Resident’s title	Mr/Mrs/Miss/Ms/Dr/Rev/Other* (*delete as applicable)
Resident’s gender	Male/Female* (*delete as applicable)
Resident’s date of birth	
Home’s name	
Company’s name	Hallmark Care Homes
Company’s registration no.	A company registered in England and Wales with number
Type of admission	Permanent/Respite* (*delete as applicable)
Date of admission	/ /
Date of leaving (for Respite residencies)	/ / (days)
Room no.	
Service Fee per week from admission until increased following Service Fee reviews in accordance with the Terms (payable by Direct Debit in advance on or about the 5 th working day of each month) All payable by Resident unless stated otherwise	Total £ per week Amount payable by Resident £ per week Contribution payable by Third Party Payer* £ per week (* if the Resident does not sign this Agreement because he or she lacks capacity and has no legally appointed Attorney/Court Deputy available to sign, then the Third Party Payer must sign to pay 100% of the Service Fees)

<p>(Permanent residencies) deposit equal to 4 weeks' Service Fees - payable <u>in full</u> before admission</p> <p>All payable by Resident unless stated otherwise – separate from the Service Fees payable as above</p>	<p>Total £</p> <p>Amount payable by Resident £</p> <p>Contribution payable by Third Party Payer* £</p> <p>(* if the Resident does not sign this Agreement because he or she lacks capacity and has no legally appointed Attorney/Court Deputy available to sign, then the Third Party Payer must sign to pay 100% of the deposit)</p>
<p>Responsibility for payment of additional fees for optional services and products</p> <p>All payable by Resident unless stated otherwise</p>	<p>Resident/Third Party Payer*</p> <p>*delete as applicable</p>
<p>(Respite residencies) total Service Fee for full period – must be paid <u>in full</u> before admission</p>	<p>Total £</p> <p>Payable by Resident/Third Party Payer*</p> <p>*delete as applicable</p>
<p>Property & Financial Affairs Attorney's/Court Deputy's surname (if applicable)</p>	
<p>Property & Financial Affairs Attorney's/Court Deputy's first and middle names (if applicable)</p>	
<p>Property & Financial Affairs Attorney's/Court Deputy's address (if applicable)</p>	
<p>Health & Welfare Attorney's/Court Deputy's surname (if applicable)</p>	
<p>Health & Welfare Attorney's/Court Deputy's first and middle names (if applicable)</p>	
<p>Health & Welfare Attorney's/Court Deputy's address (if applicable)</p>	
<p>Third Party Payer's surname</p>	

Third Party Payer's first and middle names	
Third Party Payer's address	

Important information about arrangements in the event of the Resident's death

The following paragraphs 1 to 10 identify important aspects of what this Agreement says is to happen if the Resident dies during the term of this Agreement. These paragraphs are meant to assist understanding, but are not a substitute for reading the relevant clauses of this Agreement.

1. The Home will charge (and the Resident's estate and/or Third Party Payer, as applicable (the "**relevant payer**") will need to pay) the normal Service Fees for 3 days after the day of the Resident's death, unless the Home is requested, and agrees, in writing (which may be by email) to allow a longer period than those 3 days for collecting possessions (please see paragraph 3 below).
2. The Home will charge (and the relevant payer will need to pay) the normal Service Fees for fewer than 3 days to the extent the room becomes occupied by a new resident within the 3 day period.
3. The Home understands that for some families, 3 days to clear the Resident's room may be insufficient, so if the Home is requested to do so it may be possible for the Home to extend the period by mutual agreement in writing (which may be by email). A request to extend the room clearance period should be made in writing (which may be by email) to the Home's General Manager and the Home shall not unreasonably withhold its consent to such an extension, though please note that the Home will charge (and the relevant payer will need to pay) Service Fees for the period of any agreed extension.
4. The Home will usually refund (within 28 days after the day of the Resident's death) fees paid in advance for any period after the period for which Service Fees are payable after death.
5. If the Resident's possessions have not been removed within the agreed timescale, the Home may have to remove any personal possessions from the room in order to allow for a new resident to occupy the room, and the Home will give notice if that is to happen.
6. If the Resident's possessions still remain uncollected, there may be a point where, because of lack of space for storing possessions, the Home needs to use external storage options, and again the Home will give notice if that is to happen.
7. If the Resident's possessions still remain uncollected after 28 days after the day of the Resident's death, the Home shall give notice that if they are not collected within 7 days the Home may arrange for sale or other disposal of such items.

8. Any third party removal, storage and insurance costs incurred by the Home for external storage will need to be paid to the Home by the relevant payer, and the Home will give advance notice of how those costs will be calculated.
9. Any money received from the sale of items will be reimbursed to the Resident's estate, after the deduction of the Home's reasonable costs of sale, within 30 days after the sale.
10. If at the time of death the Resident is benefitting from NHS "funded nursing care contributions" (FNC), there is no need to pay fees to replace that NHS FNC funding for days after the Resident's death.

The following information about the Point of Contact on Death chosen by the Resident needs to be completed when this Agreement is signed. The Resident or Resident's Attorney/Court Deputy should please notify the Home if at any time the Resident wishes to change these details.

Point of Contact on Death's surname	
Point of Contact on Death's first and middle names	
Point of Contact on Death's email address	
Point of Contact on Death's telephone contact number	
Point of Contact on Death's Home address	

Agreement by the Resident

By the Resident or his or her Attorney/Court Deputy signing this Agreement, the Resident agrees:

1. to comply with the terms of this Agreement; and
2. to pay to the Company and Home the Service Fees and other fees, as stated in the Agreement Details at the front of this Agreement, and any increases to the Service Fees and such other fees in accordance with the Terms (with the exception of the Third Party Payer contribution to the Service Fees and other fees as stated in the Agreement Details at the front of this Agreement); and
3. to comply with all instructions issued by the Home from time to time for the safe, comfortable and efficient running of the Home; and

4. that all of the Resident's friends or family who visit the Resident at the Home will comply with all instructions issued by or on behalf of the Home for the safe, comfortable and efficient running of the Home and that any such person who fails to comply with such instructions may be required to leave the Home immediately.

Signed by the Resident or by an Attorney/Court
Deputy on behalf of the Resident

Date: _____

Name of Resident:

Agreement by Third Party Payer

In consideration of the Company (as named above) entering into this Agreement and accepting into the Home the Resident (as named above), the Third Party Payer named in this Agreement:

1. confirms that he or she has received a copy of this Agreement (including the Agreement Details at the front of this Agreement and the Terms attached); and
2. agrees to pay to the Company and Home the Third Party Payer contribution to the Service Fees and other fees, as stated in the Agreement Details at the front of this Agreement, and any increases to the Service Fees and such other fees in accordance with the Terms; and
3. agrees that if the Resident (as named above) has not entered into this Agreement because he or she lacks capacity to do so and has not arranged for a duly appointed and empowered Attorney/Court Deputy to enter into this Agreement on his or her behalf:
 - a. in addition to paying the Third Party Payer contributions to the Service Fees and other fees as provided in paragraph 2 above, the Third Party Payer will pay to the Company all other Service Fees and other fees payable under this Agreement from time to time, including any increases to such other Service Fees and other fees in accordance with the Terms and Conditions attached; and
 - b. the Third Party Payer will use his or her best endeavours to ensure that the Resident (as named above) complies with the terms of this Agreement as if the Resident (as named above) had entered into it.

Executed and delivered as a Deed by the Third Party Payer named in this Agreement on the date stated below in the presence of a witness.

Signed as a Deed by Third Party Payer:

Date: _____

Name of Third Party Payer:

Signature of Witness:

Name of Witness:

Address of Witness:

Agreement by Home and Company

The Home and the Company agree to comply with the terms of this Agreement

Signed on behalf of the Home and the
Company:

_____ Date: _____

Name: _____

Position: _____

1. Care services

- 1.1 Prior to admission the Home's General Manager or another member of the Home's team will carry out an assessment of the care needs of the Resident. From this assessment a Service Fee will be calculated based on the needs of the Resident.
- 1.2 Within 7 days after admission, the Home's General Manager or another member of the Home's team, working with (so far as practicable) the Resident, family and others who have been involved with the Resident's care, will carry out a full assessment of the care needs of the Resident and formulate a Care Plan ("**Care Plan**") and may adjust the Service Fee accordingly.
- 1.3 The Care Plan will be reviewed regularly to monitor the effectiveness of the care delivered against the Care Plan and whether it remains appropriate for the needs of the Resident. The Home may then adjust the Care Plan as appropriate (again with, so far as practicable, the Resident, family and others who have been involved with the Resident's care) and may adjust the Service Fee accordingly.
- 1.4 When the Resident arranges for a Medical Practitioner to visit, the Home will, where practical, facilitate the visits. Similarly, when the Resident is accessing NHS services, the Home will endeavour to assist, including assisting with the supply of NHS medication.

2. Permanent and Respite residency and Trial period

- 2.1 Except where otherwise stated, this Agreement applies to both Permanent residencies and Respite residencies. The Agreement Details at the front of this Agreement will say whether the Resident's admission is on a Permanent or Respite basis. In most cases a Respite residency is usually for no more than 28 days.
- 2.2 For Permanent residencies, the Resident will be admitted to the Home for an initial 28 day trial period. During the trial period either party may terminate this Agreement by giving the other party written notice whereupon the Resident must vacate the room and leave the Home immediately and all sums due to the Home from the Payer which have not been paid must be paid on, or before, that date. If the Resident fails to vacate the room and leave the Home as required by this clause 2.2, the Payer will be charged for, and shall pay:
 - 2.2.1 Service Fees for the period of such failure until the Resident vacates the room and leaves the Home; and
 - 2.2.2 any costs arising because of the Resident's failure to leave when required (including, without limitation, for any care provided) that are not covered by the Service Fees payable under sub-clause 2.2.1 above.

3. Services and facilities

Subject to payment of the Service Fees by the Payer, services and facilities to be provided will include the following:

3.1 Accommodation

The Resident will be accommodated in a furnished room for personal occupation and will have access to all communal facilities in the Home. The Resident will be occupying the room solely for the purpose of the care and other services provided by the Home and the Resident will not be entitled to exclusive possession of the room or any part of it. The Resident's residence in the Home does not constitute any tenancy or any other property right in relation to the Resident's room.

The Home shall have the right to transfer the Resident to other accommodation within the Home (for example, because of the Resident's medical or other care needs changing, or for social, practical or other significant reasons, including the repair, maintenance, decoration or refurbishment of the room or the Home). Where reasonably possible, this will be carried out after consultation with the Resident, but ultimately the decision will be the Home's.

3.2 Nutritional services

Provisions are provided on a full board basis and include all meals and beverages as described in the Home's brochure and on its website from time to time. Any special dietary needs of the Resident should be communicated to the Home's General Manager before admission.

The Home does not accept responsibility for food or beverages that are not provided by the Home, including any brought into the Home by others.

3.3 Laundry services

A laundry service will be provided to include laundering of clothing, bed linen and towels. Alternative arrangements should be made with the Home's General Manager for valuable items of clothing or those requiring specialist cleaning.

3.4 Property and Insurance

This clause 3.4 applies to property of any nature belonging to the Resident (including but not limited to furniture, clothing, cash, dentures, spectacles, hearing aids, phones, tablets/computers, jewellery, other valuables etc) ("**Resident's Property**").

Neither the Home nor the Home's General Manager or any other member of the Home's team can accept any responsibility whatsoever for any Resident's Property being lost, mislaid or otherwise damaged unless caused by negligence or fraud or breach of this Agreement by the Home or any of its team.

The Home has a safe for small amounts of cash only. Cash deposited must be signed in and receipted.

The Resident's Property (other than small amounts of cash held in the Home's safe) is at the Resident's risk, except in the case of negligence or fraud or breach of this Agreement by the Home or any of its team.

The Resident should make such arrangements for insurance as the Resident thinks fit and the Home is not responsible for arranging, or advising in relation to, any such insurance.

4. Additional Services included in the Service Fee

The following additional services will be provided subject to payment of the Service Fee.

4.1 Hairdressing services

Hairdressing services will be provided by a hairdresser arranged by the Home and will include up to one cut and blow dry, wet cut or shampoo and set per week.

Additional services (for example, permanent waves and colour) beyond these will be chargeable as additional fees to (as indicated in the Agreement Details at the front of this Agreement) the Resident or the Third Party Payer at charge rates that can be obtained on request from the Home.

4.2 Manicure services

Manicure services will be provided by a therapist arranged by the Home and will include up to one manicure per week.

Additional services beyond these will be chargeable to (as indicated in the Agreement Details at the front of this Agreement) the Resident or the Third Party Payer at charge rates that can be obtained on request from the Home.

4.3 Pedicure services

Pedicure services will be provided by a therapist arranged by the Home and will include up to one pedicure per month.

Additional services beyond these will be chargeable to (as indicated in the Agreement Details at the front of this Agreement) the Resident or the Third Party Payer at charge rates that can be obtained on request from the Home.

4.4 Chiropody services

Chiropody services will be provided every 8 weeks by a chiropodist arranged by the Home.

Additional services beyond these will be chargeable to (as indicated in the Agreement Details at the front of this Agreement) the Resident or the Third Party Payer at charge rates that can be obtained on request from the Home.

5. Fees and financial circumstances

5.1 In this Agreement “Payer” means:

- 5.1.1 the Resident where the Resident is paying all fees due under this Agreement;
- 5.1.2 the Third Party Payer named in the Agreement Details at the front of this Agreement where such Third Party Payer has agreed to pay all the fees due under this Agreement;
- 5.1.3 the Resident and the Third Party Payer named in the Agreement Details at the front of this Agreement where such Third Party Payer has agreed to pay part of the fees due under this Agreement and the Resident is to pay the rest of the fees due under this Agreement,

and “**Service Fee**” means the fees payable by the Payer for the accommodation and services provided under this Agreement except where it is indicated that an additional fee is payable.

Fees for Respite residencies

- 5.2 If the Resident is to stay at the Home on a Respite basis, the Service Fee payable will be as set out in the Agreement Details at the front of this Agreement and must be paid in full before the Resident is admitted to the Home.
- 5.3 For Residents who have been admitted to the Home on a Respite basis, but stay at the Home for less than the Respite residency period set out in the Agreement Details at the front of this Agreement, the Service Fee payable for the Respite residency is not refundable except in the following cases. If the Resident validly terminates this Agreement early by giving not less than 7 days’ notice in writing to the Home on the ground of the Home’s material breach of this Agreement and leaves the Home at the end of the notice, the Home will refund the part of the Service Fee paid in advance for the period after the Resident has left the Home.
- 5.4 As soon as the agreed period of any Respite residency ends, the Resident must vacate the room and leave the Home immediately and all sums due to the Home from the Payer which have not been paid must be paid on, or before, that date. If the Resident fails to vacate the room and leave the Home as required by this clause 5.4, the Payer will be charged for, and shall pay:

- 5.4.1 Service Fees for the period of such failure until the Resident vacates the room and leaves the Home; and
- 5.4.2 any costs arising because of the Resident's failure to leave when required (including, without limitation, for any care provided) that are not covered by the Service Fees payable under sub-clause 5.4.1 above.

Fees for Permanent residencies

- 5.5 The first Service Fee will be invoiced for the period from the date the Resident moves to the Home to the calendar month end and payment will be collected with the first monthly direct debit. Subsequent fees will be invoiced monthly in advance on or about the 1st working day of each month, will be payable in advance each month by the Payer by Direct Debit and will be collected via Direct Debit on or about the 5th working day of each month.
- 5.6 In addition to the advance payment of Service Fee, a deposit equal to 4 weeks' Service Fee must be paid by the Payer before the Resident moves into the Home. This deposit may be used by the Home, in its absolute discretion, towards payment of sums owed by the Resident or other Payer to the Home, including (without limitation) for:
 - 5.6.1 unpaid fees;
 - 5.6.2 sums for damage to the Home;
 - 5.6.3 the Service Fees for 3 days (or any longer number of days that is requested and mutually agreed in writing in accordance with clause 6.3.2 below) that are payable after death as referred to in clause 6.3 below, less any refund due under clause 6.4 below;
 - 5.6.4 the final Service Fees during any termination notice period; and
 - 5.6.5 any Service Fees or other sums payable because the Resident does not leave the Home at the end of any termination notice period (as referred to in clauses 2.2, 5.4 and 8.4),and any balance not so used will be refunded after termination of this Agreement. No interest will be paid on this deposit.
- 5.7 Service Fees are reviewed every March by the Home and the Home shall be entitled to increase the Resident's Service Fee annually (usually with effect from 1st April) in the light of:
 - 5.7.1 changes in the care provided to the Resident, for example if the Resident's care needs have increased; and/or
 - 5.7.2 increases in the Home's costs resulting from inflation; and/or

- 5.7.3 other increases in the Home's running costs.
- 5.8 In addition, during any year, the Home shall be entitled to increase the Resident's Service Fee in the light of:
- 5.8.1 changes in the care provided to the Resident, for example if the Resident's care needs have increased or where short term extra or specialist care (e.g. 1 to 1 care) or equipment is provided to the Resident; and/or
- 5.8.2 material increases in the Home's running costs resulting from the introduction of new or amended legislation which were not foreseen when the most recent annual review took place; and/or
- 5.8.3 material increases in the Home's costs resulting from inflation or other factors which were not foreseen when the most recent annual review took place.
- 5.9 (Except where increases to the Resident's Service Fee are to reflect changes in the care provided to the Resident as referred to in clause 5.8.1, which will take effect from the date when such care increases are notified to the Resident and any other Payer) at least 28 days' written notice will be given to the Resident and any other Payer before any revised Service Fee takes effect.
- 5.10 During a temporary absence from the Home, such as a visit to hospital, fees remain payable in full. The Home will review and, in its absolute discretion, decide whether this shall continue if the absence extends beyond a consecutive 6 week period.
- 5.11 The Home shall have the right to charge interest for any payment that is outstanding more than 28 days after the date of invoice except to the extent that such delay in payment is the fault of the Home. If charged, interest will be charged at 4% above the Barclays Bank base rate from time to time. Furthermore, the Home is also entitled to recover in full from the Payer all legal fees, administration costs and other expenses incurred in pursuing payment of any overdue fees and other sums payable under this Agreement that are not paid on time in accordance with this Agreement, including without limitation in relation to taking security by way of a charge over property in relation to sums payable under this Agreement or otherwise in respect of the Resident.

Financial advice and changes in financial circumstances

- 5.12 The Company strongly recommends that the Resident and any other Payer obtains advice from a suitably qualified financial adviser before the Resident's admission to the Home. The Company shall not be responsible for the advice or other services of any such adviser.
- 5.13 If at any time the financial circumstances of the Resident or any other Payer change (for example, changes to the value of assets or available money) in such a way that it

is reasonable to think that paying the Service Fees or other sums under this Agreement is likely to become difficult, the Resident or other Payer must inform the Home in writing promptly about the changes.

Court of Protection

5.14 The Home understands that in some cases, payment of fees may be delayed while a Court of Protection application is being processed. If this is happening for the Resident, it is important that a member of the Resident's family notifies the Home in writing of the application's progress and that a member of the Resident's family makes arrangements to pay all outstanding fees in full once the application is finalised. The Home will have the right to charge interest under clause 5.11 above during any period in which fees remain unpaid. Furthermore, the Home is also entitled to recover in full from the Payer all legal fees, administration costs and other expenses incurred in relation to any such Court of Protection application or in relation to taking security by way of a charge over property in relation to sums payable under this Agreement or otherwise in respect of the Resident.

Local Authority funding

5.15 If at any time after the Resident's admission to the Home, the Resident is to receive Local Authority funding towards his or her fees for residence at the Home and that Local Authority funding is, is proposed to be or becomes, for whatever reason, less than the Service Fee for:

5.15.1 the room at the Home that the Resident is occupying; and

5.15.2 the other items covered by the Service Fee,

the Home shall have the right to require that the Resident or any other Payer shall procure that:

5.15.3 a third party Payer enter into a Contribution Agreement; and/or

5.15.4 in the circumstances which, from time to time, it is legally permissible for the Resident to do so (see clause 5.16 below), the Resident enters into a Contribution Agreement,

and in this Agreement "**Contribution Agreement**" means an agreement with the Local Authority in which such third party Payer or the Resident (as the case may be) agrees to pay the difference between the amount, or proposed amount, of the Local Authority funding and the Service Fee. Failure by the Resident or other Payer to comply with this clause 5.15 may result in the Home exercising its right to terminate this Agreement and require the Resident to vacate the Room and leave the Home on not less than 28 days' notice in accordance with clause 8.3.1.

5.16 On 1 June 2018, the circumstances referred to in clause 5.15.4 were as follows:

- 5.16.1 during the first 12 weeks of a Permanent stay at the Home when any property is being disregarded by the Resident's local authority in determining the Resident's eligibility for funding by such local authority for the Resident; or
- 5.16.2 where there is a "deferred payment agreement" in place in relation to the Resident (this is the usually an agreement between the Resident and the Resident's local authority) but this is subject to the terms of the "deferred payment agreement"; or
- 5.16.3 where the accommodation to be provided to the Resident by the Home is accommodation provided under section 117 of the Mental Health Act 1983 for the Resident,

but the above circumstances may change in the future, and if they do the Home tell the Resident when requiring the Resident to enter into a Contribution Agreement.

NHS Continuing Health Care (CHC) funding

5.17 If on or following admission to the Home the Resident is assessed as eligible for NHS 'Continuing Health Care' ("CHC") funding and the amount of that CHC funding is, is proposed to be or becomes, for whatever reason, less than the Service Fee for:

- 5.17.1 the room at the Home that the Resident is occupying; and
- 5.17.2 the other items covered by the Service Fee,

the Home may exercise its rights not to accept the Resident into the Home or to terminate this Agreement and require the Resident to leave the Home on not less than 28 days' notice in accordance with clause 8.3.1 unless an arrangement acceptable to the Home is made for the Home to be paid the entire Service Fee or for the services that the Home provides to the Resident to be reduced to bring the Service Fee into line with the CHC funding.

Cessation of Local Authority or CHC funding

5.18 If, at any time before the Resident's death, Local Authority or CHC funding for the Resident ceases (whether for past or future residence at the Home), the Payer will be liable for the entirety of the Service Fees, except for amounts that the Local Authority or CHC funding has paid.

NHS funded nursing care contribution (FNC)

5.19 Where the Resident becomes entitled to receive a Funded Nursing Care Contribution ("FNC") payment from a Clinical Commissioning Group towards nursing care fees, the Resident shall to the extent possible direct that such FNC is paid directly to the Company. If the Company actually receives an FNC payment from a Clinical Commissioning Group towards nursing care fees for the Resident, the Company will

apply a credit equal to the amount of such FNC payment the Company actually receives against the Service Fee charged for the Resident, but the Payer will still be liable to pay the balance of the Service Fee except as stated in clause 5.20 below where the Resident has died.

5.20 In respect of the Service Fees referred to in clause 6.3.1 below for 3 days (or a longer period if agreed in writing in accordance with clause 6.3.2 below) that are payable after death of the Resident, the daily amount of Service Fee payable by the Payer will continue to be reduced by an amount equal to the daily amount of any FNC payment that the Company receives towards nursing care fees for the Resident in respect of the day immediately before the Resident's death.

5.21 The Company will, where practicable, inform the Payer as soon as is reasonably practicable, of any FNC to be paid by any Clinical Commissioning Group that the Company is aware of. Any FNC payments that the Company may be able to receive may change over time and the Company will notify the Payer of any changes as soon as reasonably practicable after becoming aware of them.

6. Fees after death and removal of possessions after death

6.1 For the avoidance of doubt, where arrangements are put in place under which the Service Fees for the Resident are being paid wholly or partly by a Local Authority or by NHS 'Continuing Health Care' ("**CHC**") funding, this Agreement would have been replaced with a separate "publicly funded" agreement which would apply instead of this clause 6 and the rest of this Agreement.

6.2 In this clause 6:

6.2.1 references to the "**Relevant Payer(s)**" mean:

6.2.1.1. (to the extent the Resident is the "Payer" under this Agreement) the Resident's estate; and

6.2.1.2. (to the extent any Third Party Payer is the "Payer" under this Agreement) the Third Party Payer; and

6.2.2 references to the "**Point of Contact on Death**" mean the person identified as the Point of Contact on Death for the Resident in this Agreement or such other person as from time to time is notified to the Home, by or on behalf of the Resident, as being the Point of Contact on Death.

Fees after death

6.3 In the event of death of the Resident, the Home will charge, and the Relevant Payer(s) shall pay, the daily proportion of the weekly Service Fees (but please see clause 5.20 above for the reduction of Service Fees payable after death where there was FNC funding for the Resident immediately before the Resident's death):

6.3.1 for 3 days after the date of the Resident's death (unless a longer period is agreed as referred to in clause 6.3.2 below) except for any period after a new resident begins occupying the room that the Resident occupied; and

6.3.2 for any longer number of days after the date of the Resident's death that is agreed in order to allow longer for the collection of the Resident's personal possessions from the Home and in accordance with clause 6.5 below - i.e. where:

Written Request

6.3.2.1. (in accordance with clause 6.5.2.1 below) a longer number of days for the collection of the Resident's personal possessions from the Home is requested in writing (which request may be, but need not be, by email) by:

(a) the Point of Contact on Death; or

(b) (if there is one) the Third Party Payer; and

Written Agreement

6.3.2.2. (in accordance with clause 6.5.2.2 below) as a result of such request, a longer number of days for the collection of the Resident's personal possessions is mutually agreed in writing (which may be, but need not be, by email) by the Home and:

(a) the Point of Contact on Death; and

(b) (if there is one) the Third Party Payer,

(and the Home shall not unreasonably withhold its agreement to such an extension),

but no weekly Service Fees shall be charged for days after the relevant period under clause 6.3.1 or (as the case may be) clause 6.3.2 above applicable to the Resident. However, please see clauses 6.7 and 6.8 below for details about third party removal, storage and insurance costs that may be charged if the Resident's estate, family or other representatives do not collect the Resident's possessions within the time period required by clause 6.5 below.

6.4 There shall be a refund of any advance payment of Service Fees to the extent it covered a period after:

6.4.1 the relevant period under clause 6.3.1 above; or (as the case may be)

6.4.2 clause 6.3.2 above,

except to the extent that there are sums due to the Home from the Resident or other Payer that the Home does not hold sufficient deposit under this Agreement to discharge, taking account of other sums which such deposit will be needed to discharge. Any such refund due for payment will be paid to the Relevant Payer(s) within 28 days after the day of the Resident's death except that there may be a delay if the Home has not been given the necessary information about where to send the refund to.

Removal of possessions after death

6.5 In the event of death of the Resident, it is the Resident's estate's responsibility to ensure that all the Resident's personal possessions are collected from the Home:

6.5.1 during the period of 3 days after the date of the Resident's death (unless a longer period is agreed as referred to in clause 6.5.2); or

6.5.2 during any longer period of days after the date of the Resident's death for the collection of the Resident's personal possessions that:

Written Request

6.5.2.1. is requested in writing (which request may be, but need not be, by email) by:

- (a) the Point of Contact on Death; or
- (b) (if there is one) the Third Party Payer; and

Written Agreement

6.5.2.2. as a result of such request, is mutually agreed in writing (which may be, but need not be, by email) by the Home and:

- (a) the Point of Contact on Death; and
- (b) (if there is one) the Third Party Payer,

(and the Home shall not unreasonably withhold its agreement to such an extension),

but (in accordance with clause 6.3 above) Service Fees calculated at the same daily rate as applies under clause 6.3.1 above will be charged by the Home, and payable by the Relevant Payer(s), in addition for each day of any such extended period agreed under this clause 6.5,

and as soon as possible after death of the Resident, the Home **shall** notify the Point of Contact on Death (which notification may be, but need not be, by email) of the Resident's estate's responsibility to collect the Resident's personal possessions in accordance with this clause 6.5.

Notification after failure to collect possessions within the required period

6.6 If:

6.6.1 the Resident's estate, family or other representatives do not collect all the Resident's personal possessions from the Home within the time period required by clause 6.5 above; and

6.6.2 the Home wishes to prepare the room the Resident occupied for a new resident to occupy it,

then the Home shall notify, which notification(s) may be, but need not be, by email, and shall be as follows:

6.6.3 notifying the Point of Contact on Death; and

6.6.4 (in cases where there may be removal, storage and insurance charges in accordance with clause 6.7.5 below):

6.6.4.1. notifying any Relevant Payer(s) or representative of the Relevant Payer(s) who the Home has contact details for; and

6.6.4.2. taking reasonable steps to notify any Relevant Payer(s) or representative of the Relevant Payer(s) who the Home does not have contact details for,

that in respect of the Resident's personal possessions that have not been collected:

6.6.5 the Home may exercise its rights to remove and store them under clause 6.7 below; and

6.6.6 in the case of off-site storage in accordance clause 6.7.5 below, the Home may charge the removal, storage and insurance costs it incurs (and such notification shall set out the calculation of such costs so that the Relevant Payer(s) can see the daily cost payable and any one off costs payable); and

6.6.7 the Home may exercise its rights to dispose of them under clause 6.9 below.

Storage of possessions after failure to collect them within the required period

6.7 If:

6.7.1 the Resident's estate, family or other representatives do not collect all the Resident's personal possessions from the Home within the time period required by clause 6.5 above; and

6.7.2 the Home wishes to prepare the room the Resident occupied for a new resident to occupy it,

then:

6.7.3 the Home will have the right, but not the obligation, to clear from that room the Resident's personal possessions that have not been collected, pack them up and make arrangements for their storage until either they are collected or, in accordance with clause 6.9 below, they are sold or otherwise disposed of,

and if the Home exercises its rights under clause 6.7.3 above:

6.7.4 the Home will store the Resident's personal possessions at the Home where it is reasonably practicable to do so, taking account of the nature and volume of the Resident's personal possessions requiring storage and the available storage space at the Home, and the Home will not charge for such storage at the Home; or

6.7.5 if it is not reasonably practicable for the Home to store the Resident's personal possessions at the Home as referred to in clause 6.7.4 above, then the Home shall be entitled to:

6.7.5.1. make arrangements for off-site storage of the Resident's personal possessions; and:

6.7.5.2. charge the Relevant Payer(s) for, and the Relevant Payer(s) shall pay to the Home, the removal, storage and insurance costs referred to in clause 6.8 below,

until either the Resident's personal possessions are collected by the Resident's estate, family or other representatives or, in accordance with clause 6.9 below, they are sold or otherwise disposed of.

Charges for costs of removal, storage and insurance of possessions

6.8 If:

6.8.1 the Resident's estate, family or other representatives do not collect all the Resident's personal possessions within the time period required by clause 6.5 above; and

6.8.2 in accordance with clause 6.7.5 above, the Home makes arrangements for off-site storage of the Resident's personal possessions,

then the Home shall have the right to charge the Relevant Payer(s) for costs equal to what the Home is charged by third parties for such removal, storage and insurance of the Resident's personal possessions that have not been collected until either:

6.8.3 they are collected by the Resident's estate, family or other representatives;
or

6.8.4 in accordance with clause 6.9 below, they are sold or otherwise disposed of,

and the Relevant Payer(s) shall pay such removal, storage and insurance charges to the Home.

Disposal of possessions after failure to collect them within the required period

6.9 If the Resident's estate, family or other representatives do not collect all the Resident's personal possessions within the period of 28 days after the day of the Resident's death, the Home shall notify the Point of Contact on Death (which notification may be, but need not be, by email) that:

6.9.1 if the Resident's estate, family or other representatives do not collect all the Resident's personal possessions within the period of 7 days after this further notification,

then the Home will have the right, but not the obligation:

6.9.2 to sell, as agent for the Resident's estate, any of the Resident's personal possessions that have not been collected by the Resident's estate, family or other representatives, where the Home is reasonably likely to obtain payment of a reasonable price from the sale of such possessions that would be reasonably likely to exceed the Home's reasonable expenses of arranging their sale; and

6.9.3 to dispose of any of the Resident's personal possessions that have not been collected by the Resident's estate, family or other representatives, without receiving any payment for them, where the Home is not reasonably likely to obtain payment of a reasonable price from selling such possessions that would be reasonably likely to exceed the Home's reasonable expenses of arranging their sale.

6.10 If the Home does sell any of the Resident's personal possessions in accordance with clause 6.9.2 above, then within 30 days after such sale, the Home shall pay to the Resident's estate the price received from such sale less the Home's reasonable expenses of carrying out such sale and the Home shall be entitled to keep the sum deducted for its reasonable expenses.

7. Optional services and products

The following services and products will be made available to the Resident at his or her discretion and the Home's fees or other charges for such services and products will be charged as additional fees on top of the Service Fee directly to, and shall be paid by, the Resident (or, if so indicated in the Agreement Details at the front of this Agreement, the Third Party Payer). The charge rates can be obtained on request from the Home.

- Physiotherapy
- Complementary therapies
- Personal requirements, for example newspapers and toiletries
- Dry cleaning
- Excursions
- Transportation (for example, to and from hospital, dentist, optician etc.) where the transportation is not provided by the NHS
- Escort services for routine planned appointments
- Escort services for emergency hospital visits (charging starting after a period of 4 hours has elapsed)
- Visitor dining
- Telephone, fax

8. Termination of this Agreement

8.1 As provided for in clause 2.2, either party may terminate this Agreement during the trial period by written notice.

8.2 After the end of the Trial period, the Resident shall have the right to terminate this Agreement:

8.2.1 by giving at least 28 days' written notice of termination to the Home without needing any reason; or

8.2.2 by giving at least 14 days' written notice of termination to the Home after a material breach of this Agreement by the Home has continued for at least 30 days after the Resident has notified the Home in writing of the breach and required the Home to remedy it.

8.3 After the end of the Trial period, the Home shall have the right to terminate this Agreement:

8.3.1 by giving at least 28 days' written notice of termination to the Resident without needing any reason; or

8.3.2 by giving at least 14 days' written notice of termination to the Resident if any amount lawfully due to the Home is not paid within 30 days after the Home

has given the Payer written notice that the payment is overdue and requesting payment; or

- 8.3.3 by giving at least 14 days' written notice of termination to the Resident after a material breach of this Agreement by the Resident has continued for at least 30 days after the Home has notified the Resident in writing of the breach and required the Resident to remedy it; or
 - 8.3.4 by giving at least 14 days' (or a shorter period if reasonable in the circumstances) written notice of termination to the Resident if following a review of the Resident's health and care needs, in the Home's opinion, the Resident's needs cannot reasonably be met by the services and facilities provided by the Home; or
 - 8.3.5 by giving at least 48 hours' written notice of termination to the Resident if, in the Home's opinion, the Resident's behaviour or that of any of the Resident's visitors is or could be detrimental to the welfare or peaceful enjoyment of other residents or to the welfare of the Home's team.
- 8.4 On termination of this Agreement, for whatever reason it happens, the Resident must vacate the room and leave the Home immediately and all sums due to the Home which have not been paid must be paid on, or before, that date. If the Resident fails to vacate the room and leave the Home as required by this clause 8.4, the Payer will be charged for, and shall pay::
- 8.4.1 Service Fees for the period of such failure until the Resident vacates the room and leaves the Home; and
 - 8.4.2 any costs arising because of the Resident's failure to leave when required (including, without limitation, for any care provided) that are not covered by the Service Fees payable under sub-clause 8.4.1 above.
- 8.5 If this Agreement is terminated for any reason other than death of the Resident, it is the Resident's responsibility to ensure that all the Resident's personal possessions are collected from the Home within 7 days after the Resident leaves the Home.

Notification after failure to collect possessions within the required period

- 8.6 If:
- 8.6.1 all the Resident's personal possessions are not collected from the Home within 7 days after the Resident leaves the Home; and
 - 8.6.2 the Home wishes to prepare the room the Resident occupied for a new resident to occupy it,

then the Home shall have the right to give notification(s), which notification(s) may be, but need not be, by email, and shall be as follows:

8.6.3 notifying the Resident; and

8.6.4 (in cases where there may be removal, storage and insurance charges in accordance with clause 8.7.5 below) notifying the Third Party Payer (if there is one),

that in respect of the Resident's personal possessions that have not been collected:

8.6.5 the Home may exercise its rights to remove and store them under clause 8.7 below; and

8.6.6 in the case of off-site storage in accordance clause 8.7.5 below, the Home may charge the removal, storage and insurance costs it incurs (and such notification shall set out the calculation of such costs so that the Payer can see the daily cost payable and any one off costs payable); and

8.6.7 the Home may exercise its rights to dispose of them under clause 8.9 below.

Storage of possessions after failure to collect them within the required period

8.7 If:

8.7.1 all the Resident's personal possessions are not collected from the Home within 7 days after the Resident leaves the Home; and

8.7.2 the Home wishes to prepare the room the Resident occupied for a new resident to occupy it,

then:

8.7.3 the Home will have the right, but not the obligation, to clear from that room the Resident's personal possessions that have not been collected, pack them up and make arrangements for their storage until either they are collected or, in accordance with clause 8.9 below, they are sold or otherwise disposed of,

and if the Home exercises its rights under clause 8.7.3 above:

8.7.4 the Home will store the Resident's personal possessions at the Home where it is reasonably practicable to do so, taking account of the nature and volume of the Resident's personal possessions requiring storage and the available storage space at the Home, and the Home will not charge for such storage at the Home; or

8.7.5 if it is not reasonably practicable for the Home to store the Resident's personal possessions at the Home as referred to in clause 8.7.4, then the Home shall be entitled to:

8.7.5.1. make arrangements for off-site storage of the Resident's personal possessions; and:

8.7.5.2. charge the Payer, and the Payer shall pay to the Home, the removal, storage and insurance costs referred to in clause 8.8 below,

until either the Resident's personal possessions are collected by or on behalf of the Resident or, in accordance with clause 8.9 below, they are sold or otherwise disposed of.

Charges for costs of removal, storage and insurance of possessions

8.8 If:

8.8.1 all the Resident's personal possessions are not collected from the Home within 7 days after the Resident leaves the Home; and

8.8.2 in accordance with clause 8.7.5 above, the Home makes arrangements for off-site storage of the Resident's personal possessions,

then the Home shall have the right to charge the Payer for costs equal to what the Home is charged by third parties for such removal, storage and insurance of the Resident's personal possessions that have not been collected until either:

8.8.3 they are collected by or on behalf of the Resident; or

8.8.4 in accordance with clause 8.9 below, they are sold or otherwise disposed of,

and the Payer shall pay such removal, storage and insurance charges to the Home.

Disposal of possessions after failure to collect them within the required period

8.9 If all the Resident's personal possessions are not collected by or on behalf of the Resident within the period of 28 days after the day the Resident leaves Home, the Home shall have the right to notify the Resident (which notification may be, but need not be, by email) that:

8.9.1 if all the Resident's personal possessions are not collected by or on behalf of the Resident within the period of 7 days after this further notification,

then the Home will have the right, but not the obligation:

- 8.9.2 to sell, as agent for the Resident, any of the Resident's personal possessions that have not been collected by or on behalf of the Resident, where the Home is reasonably likely to obtain payment of a reasonable price from the sale of such possessions that would be reasonably likely to exceed the Home's reasonable expenses of arranging their sale; and
- 8.9.3 to dispose of any of the Resident's personal possessions that have not been collected by or on behalf of the Resident, without receiving any payment for them, where the Home is not reasonably likely to obtain payment of a reasonable price from selling such possessions that would be reasonably likely to exceed the Home's reasonable expenses of arranging their sale.
- 8.10 If the Home does sell any of the Resident's personal possessions in accordance with clause 8.9.2 above, then within 30 days after such sale, the Home shall pay to Resident the price received from such sale less the Home's reasonable expenses of carrying out such sale and the Home shall be entitled to keep the sum deducted for its reasonable expenses.
- 8.11 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

9. Medicines

On admission to the Home, the Resident must disclose to the Home all medicines that he or she is taking and the Resident may be required by the Home to hand over all medicines to the Home's General Manager or another suitable member of the Home's team for ongoing administration. If the Resident wishes to manage his or her own medicines and is able to demonstrate the ability to do so safely to the Home's satisfaction, the Home will assist the Resident to do so.

10. Pets

Pets may only be brought into the Home with prior agreement of the Home's General Manager. If it is agreed, all the costs of caring for and feeding the Resident's pets must be borne and paid by the Payer. A risk assessment may also be carried out by the Home at the outset and at any time thereafter and any pet shall be removed from the Home at any time if the Home's General Manager so instructs. On termination of this Agreement any pet of the Resident must be removed immediately from the Home by or on behalf of the Resident or the Resident's estate.

11. Electrical equipment and other items

If the Resident brings into the Home any electrical items, the Resident must make them available to the Home promptly for inspection and must not use such items if they have not been inspected or fail the inspection.

12. Gifts and Signing of Legal Documents

- 12.1 Neither the Home nor any of the Home's team are permitted to accept gifts from any residents. However, where gifts are given to the Home generally or to the Home's team on a group basis, these should be handed to the Home's General Manager and will be recorded.
- 12.2 The Home's team are not authorised to sign as a witness to any wills or other legal documentation (other than this Agreement) which relates to the Resident or any other person.

13. Conduct and Policies

- 13.1 For the protection of all residents at the Home and the Home's team, behaviour by the Resident or any of his or her visitors that is deliberately disruptive, or involves violence, intimidation, harassment or abuse of any kind, whether physical or verbal, cannot be tolerated and will be a material breach of this Agreement.
- 13.2 Any smoking by the Resident or any of his or her visitors in areas not permitted by the Home's smoking policy from time to time will be a material breach of this Agreement.
- 13.3 The Home shall have the right to take appropriate action against the Resident, or any of the Resident's visitors, in order to protect the Home's team and other residents, where the actions of the Resident, or any of the Resident's visitors, breach clause 13.1 or 13.2 or any of the Home's policies which are provided to the Resident from time to time.

14. Next of Kin

The Home asks that the Resident notifies the Home's General Manager of the Resident's next of kin and reviews and updates those details on a regular basis.

15. Variation

- 15.1 As well as the Home's rights to alter fees, the Home shall have the right to vary:
- 15.1.1 the terms of this Agreement; and/or
 - 15.1.2 any of the policies provided to the Resident,
- from time to time if, in the Home's opinion, it is necessary or appropriate to do so:
- 15.1.3 to deliver effective and efficient care services in line with assessed needs; or
 - 15.1.4 to adapt to new or changed legislation or regulatory requirements.
- 15.2 When making any variation under this clause 15, the Home will always act reasonably. Where possible, all variations will be notified in writing, together with a statement of

the reasons for any such change, at least 28 days in advance and will take effect under this Agreement from the date stated in the notice unless before that date the Resident gives to the Home 28 days' written notice to terminate his or her residence at the Home and this Agreement and leaves the Home before, or at the end of, that 28 day period.

16. Notices

- 16.1 In this Agreement "**personal delivery**" and "**writing**" can include sending by email to an address for the recipient stated in the Agreement Details at the front of this Agreement or any other email address provided to the sender by the recipient from time to time.
- 16.2 The Resident or any other Payer may give notice to the Home in writing by personal delivery or first class post to the Home.
- 16.3 The Home may give notice to the Resident in writing by personal delivery or (if the Resident is not in the Home at the time) by personal delivery or first class post to the Resident's address that the Home has been provided with.
- 16.4 The Home may give notice to any Third Party Payer in writing by personal delivery or first class post to the Third Party Payer's address that the Home has been provided with.

17. Admission, Information Sharing, Confidentiality and Data Protection consent

Before the Resident is admitted to the Home, it is a requirement that he or she, or his or her legally appointed Attorney or Court Deputy, shall have been provided with, completed and signed, or agreed electronically, the Home's "Consent to Admission" form, "Consent to Information Sharing" form, "Consent to Development of Care Plans" form and "Consent to Clinical Photography" form.

18. General

- 18.1 The Home shall not be held liable for failing to perform this Agreement in an event or circumstance beyond its reasonable control, including (without limitation) local emergency or disaster.
- 18.2 All provisions of this Agreement shall be binding upon and shall enure for the benefit of the parties to this Agreement and their respective personal representatives and other successors in title.
- 18.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause 18.3 shall not affect the validity and enforceability of the rest of this Agreement.

18.4 Except as expressly set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement or existing at law or in equity, by statute or otherwise.

19. Home registration

The Home is registered as a Care Home with the Care Quality Commission (CQC).

20. Governing Law

The terms and conditions contained in this Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the English courts.