



TERMS AND CONDITIONS OF RESIDENT AGREEMENT

Introduction

We understand that the decision to move home is a significant one and that it can be an emotional and challenging time, but we hope to welcome you by making the move as smooth as possible.

Now that you have chosen the right Home for you, there is some important information you will need to consider before you move in. This document sets out your legal rights and what we can expect from one another. If you have not already had the opportunity, please take a look at our Home to Home Promise which explains how we will support you to feel at home.

We want you to feel comfortable with your decision to move into this Home and we recognise that you are entrusting us with your care. Whilst the wording in the Agreement can appear very formal, it is written so that we can be clear with one another about legal rights and obligations for both parties. We wish to draw your attention to the following important terms in the attached terms and conditions:

Before you move in

- There is a **six-week trial period**. We use this time to review your care package and make sure the Home and services are right for you (clause 1.2 and page 26).
- If you are a private payer you will be asked to pay by Direct Debit at the start of each month (clause 5.1) otherwise you will need to pay the first month's fees before you move in.
- If you are a private payer, or have agreed a top-up we ask you to register a **Lasting Power of Attorney** (for Property and Financial Affairs) or arrange for someone to guarantee payment of your Fees (page 2). You have six months within which to do so.

During your stay

- Most services are included within your Weekly Fee but there are some **added optional extras** which incur an additional cost (clauses 1.6.6, 1.10 and 1.11).
- If your stay is publicly funded, you may be required to pay a means-tested contribution towards the cost of your care. The relevant public-sector commissioner will advise you of this.
- If you are a private payer or have a top-up fee, your fees will **increase by 5% each year**. An additional increase or decrease may apply where there are changes to your care package or funding changes (clause 1.5, 5 and page 24).
- If your stay is publicly funded an Annual Increase could apply subject to the terms of the Agreement between us and the public-sector commissioner. An additional increase may apply where there are changes to your care package or funding changes. In either scenario, the relevant public-sector commissioner will advise you of any impact this has upon the contribution you pay towards the cost of your care.

Leaving the Home

- What happens if you want to **leave the Home temporarily** but keep your room reserved for your use (clause 6).
- You can cancel if you wish to **leave the Home permanently** (clause 8).
- What happens if you pass away at the Home and how we will handle your possessions (clauses 8.4 to 8.7).
- You may be asked to **move to another room or leave the Home** in certain rare circumstances (clauses 2.3, 3.3, 3.7, 5.7 to 5.19, 6.2 and clauses 8.9 to 8.15).

This Resident Agreement is a legally binding document so please take the time to consider it carefully. You are welcome to take these documents away with you to discuss with your family, friends or a professional adviser.

Please note, references to the **Local Authority and/or NHS** in this Agreement should be taken to include the equivalent public-sector commissioner in your local area such as your local Council, Unitary Authority or Health and Social Care Trust. Residents have different rights and remedies depending upon the public-sector commissioner responsible for their care. We will do our best to explain these to you, but you may also need to approach the public-sector commissioner directly for certain information. We can support you in contacting them and asking for this information.

MAKING DECISIONS ON YOUR BEHALF

Resident Liaison and Lasting Power of Attorney (Property & Financial Affairs)

If you do not want to, or cannot, manage your own affairs, it will be necessary to make sure someone has the legal authority to do this for you. Before moving into the Home, we recommend you appoint a Lasting Power of Attorney who will have the formal and legal authority to manage your financial affairs and/or make decisions about your health and welfare. We recommend that you seek independent legal advice on the process and how this affects your legal rights. If you would like to discuss your options with someone, please speak with the Home Manager who will be able to explain how you may find an independent legal adviser.

Arranging a Lasting Power of Attorney is important because our care team can provide you with personal care and support but are not permitted to manage your financial affairs, to sign documents or declarations on your behalf or act as a witness to any legal documents. In particular:

- we cannot be signatories to your bank or building society accounts; and
- we cannot sign or witness legal documents or declarations on your behalf.

If you are a paying privately for your care and have not already appointed an Attorney, you agree that you will, within **six months** of the date of this Agreement:

- appoint and register an Attorney under a Lasting Power of Attorney; and
- provide us with a copy of the Lasting Power of Attorney.

We recommend that residents who receive financial assistance from the Local Authority and/or NHS also arrange for a Lasting Power of Attorney. If you do not have a Lasting Power of Attorney and you do not want to, or cannot, manage your own affairs, the Local Authority and/or NHS will be responsible for making key decisions about you, your financial affairs and your care package.

Until you have a Lasting Power Attorney in place, we recommend that you identify a person you trust and who knows you well; we call this person your 'Resident Liaison'. A Resident Liaison does not have the legal authority to make decisions on your behalf (like a Lasting Power of Attorney would), but we would like to be able to discuss your circumstances with them in order to best understand your needs and to make decisions about your care.

RESIDENT LIAISON

You have appointed the following person as somebody who understands what is important to you and with whom we can discuss your care.

NAME: _____

ADDRESS: _____

CONTACT DETAILS: _____

If you and/or your friends or relatives pay any amount towards the cost of your care and you are unable or unwilling to appoint a Lasting Power of Attorney with authority to manage your property and financial affairs, we may require that you pay a sum in respect of your Fees in advance or arrange for another person to guarantee payment of your Fees, by completing a Third-Party Guarantee Agreement.

If you are unable or unwilling to complete any of the above, we may not be able to provide the right care for your circumstances and we may ask you to move to a cheaper room or to leave the Home.

CHANGES TO YOUR FEES

It is important to note that your fees are likely to change during your stay at the Home. This is because we carry out an Annual Review of the fees across all our Homes (in January-February for our Homes in England and Wales and March-April for our Homes in Scotland and Northern Ireland). Over time you may need more (or less) assistance with your care and support and we need to adjust your fees to reflect this (in addition to the Annual Review for all residents).

Where you receive financial assistance from a public-sector commissioner, we have agreed separate terms and conditions with the Local Authority and/or NHS in respect of their contribution towards your care and accommodation. They are obliged to provide you with information about your eligibility for public funding and what happens if your circumstances change.

FINANCIAL ADVICE

We recommend that before moving into the Home, all new residents seek independent, professional advice in relation to paying their fees. There are a number of options available when deciding how to fund your care and you may be entitled to financial assistance from the Local Authority and/or NHS in certain circumstances. If you need help to contact a public-sector commissioner or you would like to discuss your options with someone, please speak with the Home Manager who will be able to explain how you can find an independent financial adviser. The Home Manager is not able to recommend individuals or organisations who provide financial advice.

We need to be aware of any change in your circumstances which may affect how your fees are paid and whether you are entitled to other sources of funding. This helps us to plan for changes to your future and make sure you are receiving the appropriate care. You must tell us if there is a change in your financial circumstances before you move in or at any point during your stay that means you may no longer be eligible for financial assistance from the Local Authority or NHS, or if you will need help from family or friends to pay your fees within the next six months. The earlier we are informed, the easier it is to discuss your options and provide you with the information you need to make decisions about your care.

Resident Agreement Terms and Conditions

1. OUR OBLIGATIONS TO YOU

This section of the Agreement sets out how we intend to provide the right care for you, how we will make sure that your care is tailored to your needs, and how we will accommodate your wants and wishes. It also contains details about your room and explains which services are included within your fees.

Where we involve you in decisions, this can include your Resident Liaison, Deputy or Attorney as appropriate in the circumstances.

Your Care

1.1 We will offer care and support services which reflect your needs, wants and wishes and, in particular we will:

- 1.1.1 carry out an initial care needs assessment and design your Care Plan and our care and services with a view to ensuring your wellbeing;
- 1.1.2 involve you in decisions about your care and treatment and record details of how you would like us to provide our services, to ensure that your Care Plan accurately reflects your care, lifestyle needs and wants and wishes;
- 1.1.3 allow you as much autonomy, independence and involvement in the Home as you wish (so far as is reasonably practical);
- 1.1.4 support you to manage your own care (if you would like to do so) as much as is reasonably practical, subject to the health, safety and welfare of other residents, colleagues working in the Home and visitors;
- 1.1.5 treat you with dignity and respect and ensure your privacy;
- 1.1.6 seek your consent, where possible, before giving any personal care to you and the care we provide will be appropriate and safe and will be provided by suitable care teams;
- 1.1.7 provide you with personal care which includes assistance with carrying out day to day activities such as washing, dressing and other personal care (where possible, we can also arrange for any services which have to be provided by a qualified nurse);
- 1.1.8 try to meet any reasonable request where appropriate (in our opinion) and make reasonable adjustments to meet your individual needs;

- 1.1.9 assess the risks to your health and safety of receiving care and do all that is reasonably practicable to reduce such risks and protect you from harm;
 - 1.1.10 involve you in decisions about the Home in so far as they relate to your care; and
 - 1.1.11 help you to communicate with others and provide feedback, listen to your concerns and deal with complaints in accordance with our Complaints Procedure.
- 1.2 After you move into the Home we will work with you to carry out an initial assessment (within the six week trial period) to review whether your care and support package is appropriate for your needs.
- 1.3 We will continue to assess with you whether the Home meets your needs and carry out further assessments throughout your stay as appropriate and at least once a year.
- 1.4 If you find it difficult to express your lifestyle needs, wants and wishes due to a lack of capacity, we will support you to communicate as far as you are able. We will consult with you and your appointed representative and act in accordance with your best interests when making decisions on your behalf. We will support and encourage you to be involved in planning and any decisions made about your care.
- 1.5 If, following a review of your Care Plan, your care and support needs have changed, to ensure your safety and wellbeing we will discuss this with you (and if applicable, the Local Authority and/or NHS) and any impact this may have upon your Weekly Fee. Unless your care needs increase significantly and unexpectedly, we will give one month's notice of any change to your care services and any increase or decrease to your Weekly Fee. If you are funding your own care and your Weekly Fee reduces, it will never be reduced below the minimum fee for the room you occupy. If we need to provide additional care or facilities at short notice (due to a significant and unexpected increase in your needs), we will do so and give you (and if applicable, the Local Authority and/or NHS) as much notice as possible in the circumstances of any increase to your Weekly Fee.

Please note: if you, the Local Authority and/or NHS do not accept that your care needs have changed or accept a proposed increase in your Weekly Fee, we will need to discuss whether we are able to provide you with the right care and accommodation to maintain your safety and wellbeing. If we are unable to reach an agreement, we may ask you to leave the Home in accordance with clause 8 and, if you receive financial assistance from a public-sector commissioner, the terms of our Agreement with the Local Authority and/or NHS.

Your Room

- 1.6 We will provide you with accommodation, which includes:
- 1.6.1 an individual room or shared room (by agreement);
 - 1.6.2 all your meals (including any reasonable dietary requirements);
 - 1.6.3 drinks and snacks;
 - 1.6.4 laundry (excluding dry cleaning);
 - 1.6.5 domestic cleaning services;
 - 1.6.6 utilities such as Wi-Fi, lighting, heating, hot water and telephone calls (excluding international telephone calls or calls to premium rate numbers);
 - 1.6.7 furniture for your room and maintenance of communal furniture, fixtures and fittings in the Home that are not your property; and
 - 1.6.8 a service to keep the inside of your room in good repair, well decorated and clean.
- 1.7 We want you to feel comfortable in your new home. You can personalise your room by bringing your personal possessions and furniture with you. For operational reasons and/or the interests of your health and safety you must ensure that any items you bring into the Home are safe, fit for purpose and are not a fire hazard.
- 1.8 If you wish to bring any electrical items with you, the Home Manager will arrange for them to be tested to make sure they are safe for use (i.e. portable appliance testing or 'PAT'). This service is included within your Weekly Fee. If we consider any item of equipment is not safe, we may restrict its use until it has been tested or request that it be removed from the Home.
- 1.9 When you are considering what to bring with you, please be aware that we have limited insurance which may cover your personal belongings and valuables in the event of theft and fire damage, but not accidental loss or damage or if items are lost. Further details of our insurance cover are available from the Home Manager upon request. If you wish to bring personal belongings into the Home, we recommend that you do not keep anything of significant financial value (or significant sentimental value) in your room and that you arrange your own insurance cover. If you are unsure whether to bring particular items with you to the Home, please speak with the Home Manager who will be able to confirm the security arrangements at the Home and the steps both you and we can take to keep your possessions safe.
- 1.10 During your stay, you may wish to purchase additional goods and services to make your stay more comfortable. The types of goods and services that may be available are listed in our 'Weekly Fees and Additional Services' leaflet and can include: toiletries, hairdressing services,

chiropody, private therapy, confectionery, clothing, newspapers and other items or sundries. If we are able to provide such additional services we will tell you how much they will cost, and you will be required to pay for these additional services at the time you request them. These are **not included** within your Weekly Fee and will incur an additional charge.

- 1.11 If you choose to leave the Home during the day for example to attend a planned hospital, out-patient or other medical or social appointment, you may need or wish to be accompanied. If you would like a member of the care team to accompany you because a friend or relative is unavailable, please make a request with the Home Manager. Where we can make suitable arrangements for a member of the care team to accompany you outside the Home, we will confirm the additional charge for this service based on our Weekly Fees and Additional Services leaflet.

Please note: if you expect a member of our care team to regularly accompany you on personal trips (for example to the Doctor, dentist or a hospital appointment), it is important to factor the costs of these trips into your regular fees and if you receive financial assistance from a public-sector commissioner, discuss this with the Local Authority and/or NHS. We do not charge any additional fees for services provided in a genuine emergency.

- 1.12 Subject to clause 10, we will not be responsible for your safety outside the Home and its grounds, unless we have organised the journey (other than an emergency admission to hospital).
- 1.13 Subject to our initial and on-going agreement you may be able to bring domestic pets into the Home. If this is something you are interested in you should discuss this with the Home Manager. Whilst we may agree to your pet moving in with you, this consent may be withdrawn on one month's notice (other than in emergency circumstances) in the interests of your, or others, health and safety in which case we will discuss this with you and you will need to make alternative arrangements for the pet. You are responsible for all costs, such as their food and medical costs, and any damage they cause to your room or the Home. All pets will be required to be kept up to date with their vaccinations at your own cost.

2. USING YOUR ROOM

This section of the Agreement explains how we will respect the privacy of your room and how we will help you feel at home during your stay with us.

- 2.1 Your room is your private space where we want you to feel comfortable, supported and secure. To deliver the care agreed in the Care Plan and services listed in clause 1.6, we will need access to your room:

2.1.1 to provide the services you require as agreed in your Care Plan;

2.1.2 for cleaning, decorating, routine maintenance and repairs;

2.1.3 to ensure your safety and the safety of others.

We will always try to give you sufficient notice when such visits are due so that you are not inconvenienced, unless it is an emergency.

2.2 You will occupy your room under a licence. This means that you can stay in your room for the duration of this Agreement (similar to booking a hotel), but you will not own the room and you cannot sell or gift the room in your Will. There will be no relationship of landlord and tenant between us.

2.3 There may be circumstances where another room might be more appropriate for you, for example: where you wish to move to a cheaper room, if you are unable to pay the full fees for the room you currently occupy, where you wish to share a room or move to a single occupancy room, or where a move is in the best interests of you and/or the other residents at the Home. If we believe that it is necessary for you to move rooms, we will discuss this with you and explain why a move would be appropriate. We will try to give you at least one month's notice in advance of any move; however it may be necessary for you to move with less than one month's notice:

2.3.1 as the result of an emergency; or

2.3.2 in order to ensure your health, safety and personal wellbeing are maintained;

in which case we will give you as much notice as reasonably possible.

Please note: if you do not wish to move rooms but you are unable to pay the fees (either with or without financial assistance), or we believe the move is necessary for your health and wellbeing, you can cancel this Agreement on one month's notice or we may ask you to leave the Home in accordance with clause 8.11.

3. YOUR RESPONSIBILITIES

This section of the Agreement sets out the way we expect you to act responsibly and work with us to ensure everyone at the Home can feel safe and comfortable.

3.1 We are committed to respecting your rights and working hard to provide special experiences for you. For us to make your stay as enjoyable as possible, we need to understand your wants and wishes so that we can best understand your lifestyle needs and make decisions about your care. You can help us by keeping us informed:

3.1.1 of how you want to be cared for;

- 3.1.2 of any social, religious or cultural traditions that you wish to observe;
 - 3.1.3 if you wish to leave the grounds of the Home, for any reason (without a member of our care team);
 - 3.1.4 if your financial circumstances change significantly (for example if you may be unable to pay the Weekly Fees for the next six months);
 - 3.1.5 if you change your Power of Attorney;
 - 3.1.6 whether you will become or cease to be eligible for financial assistance from the Local Authority;
 - 3.1.7 whether you will become or cease to be eligible for NHS funded services such as Continuing Health Care, Funded Nursing Care or Free Personal and Nursing Care;
 - 3.1.8 if you change your Resident Liaison or their contact details change;
 - 3.1.9 if something happens which could affect your needs or your Care Plan.
 - 3.2 Our Home is a place where we want all residents to feel safe and comfortable. You must abide by the policies and procedures which apply to the Home from time to time. These are available in your welcome pack and from the Home Manager upon request. You must treat all other residents of the Home, their visitors and our colleagues with respect at all times.
 - 3.3 We may end this Agreement and ask you to leave the Home in accordance with clause 8.11 if you (or your visitors):
 - 3.3.1 breach any of our policies or the terms of this Agreement and this causes a material risk to you, our colleagues, other residents or visitors to the Home;
 - 3.3.2 are violent or present a significant risk of serious harm to others at the Home; or
 - 3.3.3 persistently behave in a way that seriously and negatively impacts the wellbeing of others at the Home.
- Please note: we will discuss our concerns with you to try to resolve the issues (as far as reasonably possible) before the situation becomes too serious.*
- 3.4 If you (or your visitors) cause any damage to your room, we will arrange for the necessary repairs. If the damage has been caused deliberately or maliciously by you or your visitors, we may charge for the reasonable cost of such repairs.

- 3.5 You (and your visitors) must not smoke, use e-cigarettes or vape anywhere on our premises except for any specially designated areas. If you or your visitors are unable to comply with this term we reserve the right to ask you and/or them to leave the Home.
- 3.6 As described in the introduction to this Agreement you must, within six months of the date of this Agreement:
- 3.6.1 appoint an Attorney under a Lasting Power of Attorney to manage your property and financial affairs; and
 - 3.6.2 provide us with a copy of the Power of Attorney.
- 3.7 If you and/or your friends or relatives pay some or all of your fees and are unable or unwilling to appoint a Lasting Power of Attorney (Property & Financial Affairs), we may require that you pay a sum in respect of your Fees in advance or arrange that someone else completes a Third-Party Guarantee Agreement to guarantee payment of your Fees. If you or they are unable or unwilling to complete any of the above, we may not be able to provide the right care for your circumstances and we may ask you to move to a cheaper room or to leave the Home in accordance with clause 8.11.
- 3.8 In all the circumstances outlined in this clause 3, we will discuss our concerns with you to try to resolve the issues (as far as reasonably possible) before the situation becomes too serious. However, we have a duty to look after all our residents, colleagues and visitors to the Home. Where we ask you to leave, we will provide you with one month's notice (other than in emergency circumstances) and will assist you to find suitable alternative accommodation in accordance with clause 8.11.

4. VISITORS

- 4.1 It is important to us that you are able to maintain your social life and keep links with your family, friends and community networks. Visitors are welcome at the Home at all reasonable times. We ask that you ensure your visitors:
- 4.1.1 sign the Visitor's Book on arrival and when leaving the building;
 - 4.1.2 behave well when at the Home and respect the other residents as well as our colleagues.
- 4.2 We reserve the right to refuse entry to any visitor who we reasonably believe may pose a real and significant danger to our colleagues, other residents or their guests. If your visitors cause, or attempt to cause, harm or offence to our colleagues, other residents or their guests, we will discuss our concerns with you and them and if necessary, refuse them entry to the Home.
- 4.3 We may end this Agreement and ask you to leave the Home if your visitors:

- 4.3.1 breach any of our policies or the terms of this Agreement and this causes a material risk to you, our colleagues, other residents or visitors to the Home;
- 4.3.2 are violent or present a significant risk of serious harm to others at the Home; or
- 4.3.3 persistently behave in a way that seriously and negatively impacts the wellbeing of others at the Home,

and we believe we cannot reasonably restrict their access to the Home or it is not in your best interests to prevent them from visiting you.

Please note: we will discuss our concerns with you to try to resolve the issues (as far as reasonably possible) before the situation becomes too serious. In circumstances where the relationship between us and your visitor(s) has broken down (despite reasonable efforts by both sides to resolve the issues) it may be necessary to restrict their access to the Home. Alternatively, we may ask you to leave if their presence or behaviour puts others at significant risk of serious harm and we believe it is not in your best interests to prevent them from visiting you.

5. PAYING THE FEES

This section of the Agreement explains the circumstances in which we will review the Weekly Fee, who is responsible for making the payments and what happens if you miss a payment. By setting up a Direct Debit you are much less likely to miss a payment.

5.1 In exchange for moving into your room at the Home, either:

- 5.1.1 you;
- 5.1.2 a third-party friend or relative;
- 5.1.3 the Local Authority and/or NHS; or
- 5.1.4 a combination of the above,

have agreed to pay us the Weekly Fee set out in the details of Your Fees (on page 24). Where you are paying privately, the Fees must be paid monthly on or before the first of each month, in advance, by direct debit. To calculate the amount payable on the first of each month, we divide the weekly fee by seven (days) and multiply this by the number of days in the calendar month.

Please note: where you receive financial assistance from a public-sector commissioner the Local Authority and/or NHS may also ask you to contribute some or all your own fees directly, for example through your pension. We may collect this payment on behalf of the Local Authority, but we do not determine the amount of this contribution or decide how that might

change. They may also ask a friend or family to contribute towards your fees (a top-up). We can support you in contacting the Local Authority and asking for further information about this arrangement.

Changes to the Weekly Fee

The Weekly Fee for your agreed care package is based on your current Care Plan and your care needs remaining the same. From 1st February (for Homes in England and Wales) or 1st of April (for Homes in Scotland and Northern Ireland) the fees will increase each year during your stay with us, even if your individual circumstances do not change. In addition to this, the fees may also change if your individual circumstances have changed and your care and support needs have increased (as explained above at clause 1.5).

We recommend that residents speak to an independent financial adviser to discuss their options before moving in.

- 5.2 To take account of changes in costs, inflation and local market circumstances, we will increase fees (for all our private funded residents) by **5% each year**. For example, if your Weekly Fee were £1,000, your new Weekly Fee would be £1,050. This would equate to an increase of £2,600 over the year. This annual fee increase applies from:

5.2.1 1st February for Homes in England and Wales; and

5.2.2 1st April for Homes in Scotland.

Please note: we will not apply the 5% increase to any part of your care package which is funded by Funded Nursing Care or Free Personal and Nursing Care. Instead, this is a separate fee which will increase or decrease in line with Agreements with the relevant public-sector commissioner and will not impact the amount you pay.

- 5.3 Where your fees are funded by the Local Authority and/or NHS, the Weekly Fee will increase in line with our Agreement with the public-sector commissioner. If you have agreed a top-up, the amount you and/or your friends or relatives will contribute to your Weekly Fee:

5.3.1 will be determined by the top-up Agreement with the Local Authority and/or NHS; or

5.3.2 (where you do not have a top-up Agreement in place with the Local Authority and/or NHS), will be the difference between the amount paid by the Local Authority and the full Weekly Fee.

Please note: where you receive financial assistance from a public-sector commissioner, any increase in your Weekly Fee will always be in line with our Agreement with the Local Authority

or NHS. Where there is no Agreement with the Local Authority or NHS, the Weekly Fee will increase by 5% each year (as above in clause 5.2).

- 5.4 We will write to you (and if applicable the Local Authority and/or the NHS plus any other person paying towards or guaranteeing your fees) at least one month in advance to confirm the changes arising from our Annual Review of the Fees for all residents and the new rate which will apply to your Fees from the 1st of February or April (as appropriate) each year. This review is separate to any change in your Weekly Fee which occurs because of a change in your individual care needs (see clause 1.5).

Please note: If you do not agree with either of these changes you can bring this Agreement to an end by giving us one month's notice (in accordance with clause 8). Where you receive financial contributions towards your fees, from the Local Authority and/or NHS, the public-sector commissioner will confirm who is responsible for paying the increase. Where a friend or relative pays some or all your fees by way of a Third-Party Guarantee Agreement, they will be responsible for paying the increased amount unless they have a separate arrangement with a public-sector commissioner funder.

- 5.5 We may also review the fees more frequently where there are major changes in legislation or by our regulator which results in a significant increase in our costs, which were not already incorporated into our Annual Review (clause 5.2). For example, if there is a legal or regulatory determination that our colleagues are entitled to more payment or benefits, if the regulator increases its fees or if we are required to hire more qualified colleagues.
- 5.6 We will keep you (and if applicable the Local Authority and/or the NHS plus any other person paying towards your fees) informed of any fee review which takes place for unforeseen reasons and give you at least one month's notice in writing of any change to the fee.

Please note: If you do not agree with this change you can bring this Agreement to an end by giving us one month's notice (in accordance with clause 8). Where you receive financial contributions towards your fees, from the Local Authority and/or NHS, the public-sector commissioner will confirm who is responsible for paying the increase. Where a friend or relative pays some or all your fees by way of a Third-Party Guarantee Agreement, they will be responsible for paying the increased amount unless they have a separate arrangement with a public-sector commissioner funder.

Missed and late payments

- 5.7 If you fail to pay your Fees in full and on time and/or any person who is making a top-up fails to make a payment in full or on time, then:

- 5.7.1 we will write to you (the top-up payer if appropriate) and the Local Authority to confirm that all outstanding fees must be paid within a month;
- 5.7.2 we will discuss with you the reasons for the non-payment and whether you need to apply for financial assistance or consider moving to a cheaper room or alternative accommodation;
- 5.7.3 we will charge interest on any outstanding sums at 2% above the Bank of England base rate (accruing on a daily basis);
- 5.7.4 we may engage the services of third parties to collect the fees on our behalf; and
- 5.7.5 we may take legal action to recover unpaid fees.

For more information about top-ups, please see clause 5.13 below.

- 5.8 If you have significant sums outstanding (for example, an amount equal to or greater than the Weekly Fee), if you repeatedly fail to pay the Weekly Fee in full or on time, or if you or anyone who is making a top-up repeatedly fails to pay the top-up in full or on time, we may ask you to move to a cheaper room or leave the Home in accordance with clause 8.

Changes to circumstances and your ability to pay the fees privately

- 5.9 The Home Manager can signpost you to useful information, but if you are not able to pay the full fee it is your responsibility to apply for Local Authority and/or NHS funding in good time to make the necessary arrangements. If you are applying for Local Authority or NHS funding, you will continue to be responsible for paying our fees in full until your application has been completed and that funding has been agreed and commenced by the relevant body.

Please note: if the Local Authority or NHS reimburse us for care services we have provided and for which you have already paid, we will settle any outstanding sums and pass the difference on to you.

- 5.10 You can ask the Home Manager for details of how you may become or cease to be eligible for public funding for your care. If you require financial advice, we recommend that you seek independent, professional advice.

Financial assistance and public funding from the Local Authority

Changes to your financial resources may mean that you become eligible for or cease to be eligible for funding by the Local Authority. We will help refer you to advisers who can assist but it is ultimately your responsibility to secure suitable funding.

- 5.11 If your savings increase, the Local Authority change their threshold or your care needs decrease over time, you may no longer be eligible to receive funding from your Local Authority, at which point you will become responsible for the payment of your care and accommodation fees.
- 5.12 If you are in receipt of Local Authority funding and it stops, your fees will revert to the full Weekly Fee payable for privately paid care, payable on the terms set out in this Agreement. If the Local Authority funding stops and you cannot or are unwilling to pay the full fees we may ask you to move to a cheaper room or to leave the Home in accordance with clause 8.
- 5.13 The payments that the Local Authority is willing to make may not be enough to cover our full fees. If the Local Authority refuses to pay the full fees, we will notify you and the Local Authority of the difference and that we may require another person (such as your friends or family) to make top-up payments each month. These top-up payments will be the difference between your Weekly Fee and what the Local Authority is willing to pay.

Top-up payments

- 5.14 If the Local Authority is unwilling to pay our fees in full, you may still be able to stay at the Home if you can arrange for someone to pay the difference between the amount paid by the Local Authority and the full Weekly Fee. This is known as a 'top-up'. A top-up payment should usually be agreed with the Local Authority, but they may be willing to allow or require that the top-up is paid to us direct.

Please note: the Local Authority may also ask you to contribute towards your own fees direct, for example through your pension. We may collect this payment on behalf of the Local Authority, but we do not determine the amount of this contribution or decide how that might change.

- 5.15 If this top-up payment cannot be agreed, we will discuss your options with you. If you are unable to arrange payment of the full Weekly Fee (with or without assistance from the Local Authority) we may ask you to move to a cheaper room or to leave the Home in accordance with clause 8.

Continuing Health Care Funding ('CHC Funding')

Please note: this may also be referred to as Continuing NHS Healthcare in Wales, Continuing Healthcare in Northern Ireland or Hospital Based Complex Clinical Care in Scotland.

- 5.16 If you are or become eligible for CHC Funding and the fee offered by the relevant health authority is not enough to pay for all services you want, you will need to enter into a separate

agreement to purchase any additional services which are not included as part of your care package. If this cannot be agreed and we believe that we cannot ensure your safety and wellbeing we may ask you to move to a different room or to leave the Home in accordance with clause 8. If your CHC Funding payment increases, this will not reduce the total amount payable as the Weekly Fee.

- 5.17 If you are in receipt of CHC Funding and it stops, your fees will revert to the full Weekly Fee payable for privately paid care and this is likely to increase the amount payable by you if your care package is to remain the same. If the CHC Funding stops and you cannot afford the full fees or the relevant Local Authority payment (including any third-party top-up payment) is insufficient to meet the Weekly Fee we may ask you to move to a cheaper room or to leave the Home in accordance with clause 8.

Funded Nursing Care ('FNC') for England & Wales, Funded Nursing and Personal Care in Scotland ('FPC') or Health and Personal Social Services ('HPSS') for Northern Ireland

- 5.18 If you are eligible for nursing care, this will be paid for by the relevant health authority and there will be a periodic assessment of your requirements by a nurse appointed by the relevant health authority. The fees paid by the health authority are separate to the Weekly Fee payable by you and/or the Local Authority (if applicable). If the health authority increases the amount it pays by way of FNC, FPC or HPSS, this will not reduce the Weekly Fee or the amount payable by you and/or the Local Authority (if applicable).
- 5.19 If you are in receipt of nursing care and it stops, the Weekly Fee payable by you will not increase. The amount payable by you and/or the Local Authority (if applicable) will remain the same unless you wish or need to increase the services included in your care package. In such circumstances, we will discuss with you how this may increase your Weekly Fee.

6. TEMPORARY ABSENCE AND SUSPENDING THE SERVICES

If you need to leave the Home for a short period, such as a holiday or hospital stay, and you wish to suspend the personal care services, we will incur some costs to ensure your room is kept in good condition and still available upon your return. If you receive financial assistance from the Local Authority and/or NHS, they may not be willing to pay to keep your room reserved for you.

- 6.1 If you wish to keep your room reserved, we will charge the full cost of the room for up to four weeks.

6.1.1 If you receive financial assistance from a public-sector commissioner the room can be reserved for up to four weeks where you arrange payment for 100% of the Weekly Fee (pro rata). It is possible you will need to pay more than your normal

contribution towards the fees. We will discuss with you and the public-sector commissioner whether you wish to keep the room for longer and any change to your contribution is a matter for the public-sector commissioner.

6.1.2 If you are privately funding your stay at the Home the room can be reserved if you pay the first four weeks at 100% of the Weekly Fee (pro rata). We will discuss with you whether you wish to keep the room for longer, in which case it will be charged at 80% of the Weekly Fee (pro rata) thereafter.

Please note: If you receive financial assistance from a public-sector commissioner, you may only be required to pay part of this sum rather than the full cost of the room if the Local Authority and/or NHS has agreed to pay part (but not all) of the cost whilst you are temporarily absent from the Home. Whether you must pay the full amount or just a contribution depends on what the Local Authority and/or the NHS has agreed to pay. We recommend that you contact them to confirm the options available to you. We can support you in contacting them and asking for this information.

- 6.2 If you have been absent from the Home for a period of more than two weeks and we reasonably believe that you will not return within a further one-month period, we may give you one month's notice to terminate this Agreement in accordance with clause 8. This notice period can be shortened by agreement where both you and we believe that you are unlikely to return to the Home.

7. CONCERNS AND COMPLAINTS

- 7.1 We welcome feedback and encourage you to provide us with your thoughts and opinions on what we are doing well and what we can do to improve. If you would like to comment on our services, you can do anonymously or directly with the Home Manager if you prefer.
- 7.2 If you have a complaint and feel that we have not been able to resolve it sufficiently, you can refer your concerns to the Ombudsman, whose contact details are available in your Welcome Pack and online.
- 7.3 Alternatively, you can contact the Alternative Dispute Resolution service available from the Citizens Advice Consumer service. You can call Citizens Advice on their helpline: **03454 040 506** or use the online form available on their website.

8. BRINGING THE AGREEMENT TO AN END

This section of the Agreement explains how you can cancel the Agreement and permanently leave the Home (if you wish). It also explains why we may decide to cancel the Agreement and ask you to leave the Home, or where it may be appropriate to arrange for you to move to

another provider. If you and we are both in agreement, together you and we can decide to bring this Agreement to an end on a shorter notice period than those set out below.

Your right to cancel

You have the right to cancel this Agreement for any reason within the 'cooling off' period which lasts for fourteen days from the start of this Agreement. If you move into the Home within the first fourteen days, you can still cancel this Agreement (immediately and for any reason), but you will be required to pay for the days for which you stayed at the Home.

Please note: If you wish to cancel this Agreement, you can use the Model Cancellation Form found at the end of this document, write to us or speak with the Home Manager. Further information on this right is contained in the section entitled "Moving in or Changing your Mind" at the end of this Agreement in the Model Cancellation Form at page 29.

- 8.1 If you are staying with us for a fixed period of respite care, this Agreement applies for so long as you remain in the Home after the expiry of any fixed period and will end automatically on the final date of your stay. The summary of your fees on page 24 of this Agreement confirms whether a fixed period applies.
- 8.2 In all other cases, after the fourteen-day 'cooling off' period, you must give us at least **one month's notice in writing** if you no longer require the services and want to bring this Agreement to an end.
- 8.3 Where you vacate the room during the notice period and we can use the room to accommodate another resident, the fees due for the remainder of the notice period will be reduced to take into account any sums received from the new resident for that period.
- 8.4 We hope you will have a long and happy stay with us. Many residents spend their last days with us and in the event of your death we will charge the Weekly Fee for up to three days from the date of your death to allow relatives or friends to collect your belongings.

Please note: it is helpful for us to know who you have appointed as the Executors of your estate so that we can discuss suitable arrangements with them.

- 8.5 In all other circumstances, we ask that all your belongings are removed prior to handing back your room and leaving the Home. This provides us with the opportunity to prepare the room in plenty of time so we can welcome a new resident to the Home.

- 8.6 If you or your representatives are not able to collect all of your belongings before handing back the room, we will store small items (such as a small chair or television) for a period of up to twenty eight days at no additional cost; we will notify you and/or your representatives that your items have been moved to storage so that they may be collected at a more convenient time (clause 8.8).
- 8.7 If your possessions have not been collected after the twenty eight-day period, we may sell or dispose of them and charge you or your estate for the costs of the disposal. Where any possessions are sold, we will pass the proceeds of any sale to you or your estate, less our reasonable costs for arranging the sale.

Our right to cancel

In exceptional circumstances, it may not be in your or our best interests for you to stay at the Home. We hope to minimise the risk of this happening by reviewing your care package within the first six weeks and will do our best to discuss any decisions with you before issuing notice. After the trial period, we will provide three months' notice before terminating this Agreement in the absence of any fault. In certain circumstances, we may need to ask you to leave the Home on one month's notice or seven days' notice in extreme circumstances. In all circumstances we will assist you to liaise with the Local Authority and find suitable alternative accommodation.

- 8.8 If you receive funding from a public-sector commissioner, our agreement with the Local Authority and/or NHS will set out the circumstances where either we or they may bring this agreement to an end. We recommend that you contact them direct to confirm the arrangements for your circumstances.

If you are a private paying resident, or if you receive financial assistance from a public-sector commissioner and unless the Agreement between us and the Local Authority and/or NHS says otherwise:

- 8.9 We may terminate this Agreement and require you to leave the Home at any time before the end of the six-week trial period, by giving you at least **one month's** notice in writing.
- 8.10 After the six-week trial period, we may require you to leave the Home (for any reason) by giving you at least **three months'** notice.
- 8.11 In certain circumstances, we may require you to leave the Home (at any time) by giving you at least **one month's** notice in writing if, for example:
- 8.11.1 you (or your visitors) exhibit behaviour that is reasonably considered by us to be violent, disruptive or presents a significant risk of serious harm to colleagues, other residents or their visitors;

- 8.11.2 you break a material condition of this Agreement;
- 8.11.3 you, a third-party guarantor, any person paying a top-up, the Local Authority or NHS have repeatedly failed to pay any contribution towards the Weekly Fee and significant fees remain outstanding;
- 8.11.4 the Local Authority and/or NHS is unwilling to pay the full Weekly Fee and you are unable or unwilling to pay either a top-up or to arrange for someone else to pay your fees;
- 8.11.5 you are no longer eligible for public funding and you are unwilling or unable to pay the Weekly Fee;
- 8.11.6 in our reasonable opinion or on medical or regulatory advice, we cannot give you the appropriate level of care you need by making reasonable adjustments (for example, where your support needs increase suddenly and significantly and we can no longer provide the right care for you) or where another provider has the specialist services required to better meet your needs;
- 8.11.7 you have been absent from the Home for two weeks or more and we reasonably believe that you will not return within one month; or
- 8.11.8 if we are closing all or part of our business, including the Home.

Please note: we will discuss our concerns with you and try to resolve the issues (as far as reasonably possible) before the situation becomes too serious. In circumstances where the relationship between us and your visitor(s) has broken down (despite reasonable efforts by both sides to resolve the issues), it may be necessary to restrict their access to the Home. Alternatively, we may ask you to leave if their presence or behaviour puts others at significant risk of serious harm and we believe it is not in your best interests to prevent them from visiting you.

8.12 In extreme circumstances, where:

- 8.12.1 we have already given you one month's notice to leave the Home; and
- 8.12.2 our relationship with you and/or your visitor(s) has deteriorated to the point where we reasonably believe your presence at the Home presents an immediate, significant risk of serious harm to colleagues, other residents or their visitors; or
- 8.12.3 despite making reasonable adjustments, we reasonably believe it is not safe for our colleagues, other residents or their visitors if you were to remain at the Home for the remainder of the one-month notice period;

we may shorten this to **seven days'** notice for you to leave the Home.

- 8.13 In all circumstances and before asking you to leave the Home, we will consult with you and the relevant authorities as much as possible and use reasonable endeavours to explain why the decision has been made, as well as help you to find other suitable accommodation.
- 8.14 Your health and wellbeing are extremely important to us and we will often need to make decisions about what is best for you and how we can ensure you are cared for in the most appropriate environment. We have the absolute right to ask your Resident Liaison, your Deputy, your Lasting Power of Attorney and/or the appropriate Local Authority/NHS health authority to find alternative accommodation for you if (in our opinion) we can no longer provide suitable care for you, or if it would be in your best interests or the best interests of the other residents at the Home, for you to transfer to another Home.
- 8.15 When this Resident Agreement comes to an end, we will reimburse to you by bank transfer within twenty eight days all the payments received from you in advance (calculated by reference to the Weekly Fee on a daily basis) less any outstanding fees and costs incurred for additional services performed by us prior to the date of termination..

9. PERSONAL DATA

- 9.1 We respect your privacy and the data that we gather and hold about you is managed in accordance with the General Data Protection Regulation and Data Protection Act 2018.
- 9.2 We may need to share your personal data with Local Authority Social Care, commissioning and safe-guarding teams, NHS Trusts and Clinical Commissioning Groups, regulators and professional registration bodies. For full details of the way in which we use your personal data, please read our Privacy Notice for Residents in your Welcome Pack or on the Four Seasons website www.fshc.co.uk

10. LIABILITY

- 10.1 Our liability to compensate you for any loss or damage to your property (this does not apply to loss or damage resulting in death or personal injury) is limited to the replacement value only having regard to such factors as whether the damage was due to a negligent act or omission by us or our colleagues. You are responsible for taking good care of your property and belongings.
- 10.2 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us under this Agreement or by law, unless that failure is attributable to:
- 10.2.1 your own fault;
 - 10.2.2 a third party or persons unconnected with the provision of care services and accommodation under this Agreement; or

- 10.2.3 events which we could not have foreseen or prevented even if we have taken all reasonably practicable care.

11. OTHER ISSUES

- 11.1 We may vary the terms of this Agreement and the Weekly Fees and Additional Services leaflet from time to time. We will give you one month's notice of any changes. Clauses concerning CHC Funding, FNC, FPC, and HPSS (in clause 5) will still apply where the same funding mechanisms are renamed but not significantly changed during your stay at the Home.
- 11.2 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations for any events outside our reasonable control, for example if a doctor's appointment is cancelled or a taxi company is late to collect you.
- 11.3 We may assign, novate (i.e. transfer) and/or subcontract the benefit and/or burden of this Agreement to a third party, for example where we undergo a restructure, or another company wishes to take over the business.
- 11.4 We are regulated by the Care Quality Commission (in England), the Care Inspectorate (in Scotland), the Care Inspectorate (in Wales) and the Regulation and Quality Improvement Authority (in Northern Ireland).

Your Fees

Please read pages 24 to 29 carefully before signing and returning it to the Home. You will be provided with a copy.

The total amount payable for your care services and accommodation is:

£ _____ per week (**the Weekly Fee**)

This amount is separate from any Funded Nursing Care (and/or Free Personal Care in Scotland) (FNC/FPC).

Your Weekly Fee is payable monthly in advance. To calculate the amount payable on the first (1st) of each month we divide your Weekly Fee by seven and multiply this by the number of days in the calendar month.

Please see below regarding how this fee will **increase each year**:

Fee increases

- Your total Weekly Fee (not including any FNC/FPC) may increase or decrease over time, depending on your changing needs. If this happens we will give you (and the Local Authority and/or NHS as applicable) one month's notice of such change.
- We will **increase the Weekly Fee by 5% each year** and the new rate will apply from 1st February for Homes in England and Wales or 1st April for Homes in Scotland and Northern Ireland. This Annual Review takes place independently of any changes to your individual circumstances. The Annual Review will result in an increase to the Weekly Fee, even in circumstances where your individual needs may have not changed. This 5% increase does not apply to any FNC/FPC.

If you have been assessed as eligible for **Local Authority financial assistance or CHC**, the following public authorities have agreed to contribute towards your Weekly Fee:

Name of Authority:

£ _____ per week

☐ Social care funding

☐ CHC (or regional equivalent)

Name of Authority:

£ _____ per week

☐ Social care funding

☐ CHC (or regional equivalent)

Total public-authority commissioner contribution to the Weekly Fee: £ _____ per week

The amount another person has agreed to contribute towards your Weekly Fee under a **Top-Up** arrangement is: £_____ per week. Payable to us: [direct][through the Local Authority]

The amount payable by you (the Resident) to us directly, each week is £_____ per week

If you are in receipt of additional funding and it stops, you will be responsible for paying the full **Weekly Fee** set out above.

If you have been assessed as eligible for **Funded Nursing Care and/or Free Personal Care in Scotland**, the following health authority has agreed to pay the following (independent of and in addition to your Weekly Fee):

Name of Authority: _____ £_____ per week

You should be aware that where you become eligible for additional funding this may not cover the full cost of your care. You may be required to make additional payments each month to meet the full cost of your care.

If you cannot afford the full fees we will discuss your payment options with you and help to assess your eligibility for additional funding. If we cannot agree full payment of the Weekly Fee, we may ask you to move to a cheaper room or leave the Home in accordance with clause 8.

If (at a later date) the Local Authority or NHS reimburse us for care services we have provided and for which you have already paid, we will settle any outstanding sums and pass the difference on to you.

If you are unsure what financial assistance you may be entitled to or how to pay your fees, you should seek independent, professional advice.

Your Care and Accommodation

We have offered you a room at the following Home:

_____ (the Home)

Room: _____

The room is being offered on a ☐ Respite basis ☐ Permanent basis

For respite care, your stay at the Home will be from _____ and will end on _____

If you are moving in to the Home permanently, your moving in date is: _____

TRIAL PERIOD & REVIEWING YOUR CARE PLAN

If you are a **permanent resident**, your review date will take place within **six weeks** of your moving in date (the trial period), so that we can both confirm that the arrangements are suitable for you and that we can meet your needs. The review is important because if it becomes apparent that:

- your needs or wants and wishes are different to the initial assessment or your circumstances have changed since moving into the Home, we may need to discuss and revise your Care Plan and Weekly Fee; and
- we are not able to accommodate your needs during this trial period or we may not be able to provide the right care for your circumstances, we may bring this Agreement to an end by giving you one month's notice to vacate the room. In such circumstances the Home Manager will be able to help discuss your alternative options.

Your estimated review date is: _____ (end of the trial period). We will send you a reminder as we approach the end of the trial period and arrange a suitable time for your review.

Before signing, please check you have received a copy of the Home's Enquiry Pack and had the opportunity to take away and consider:

- Key Information about the Home;
- Additional Services; and
- Complaints Procedure.

If you have any questions about the points raised in the Enquiry Pack, please speak to the Home Manager.

MOVING IN OR CHANGING YOUR MIND

(Notice of your right to cancel)

You have the right to cancel for any reason this Agreement within the first fourteen-days of the Agreement. This is called the 'cooling off' period. To exercise your right to cancel within the first fourteen-days you must inform us of your decision. You may use the Model Cancellation Form below, but you do not have to and can simply send us a clear statement (e.g. a letter to the Home sent by post, fax or e-mail).

Should you wish to move in to the Home or reserve a room during this fourteen-day 'cooling off' period you will be responsible for paying the Weekly Fee from the date of the move in. If you do not wish to pay the Weekly Fee during this period, we will not be able to make arrangements for you to move in to the Home until after the first fourteen days have passed. The 'cooling off' period ends fourteen days after the date of this Agreement.

If you have already moved into our Home and then choose to cancel within the first fourteen days, you will need to clear the room of your belongings on the day that you cancel this Resident Agreement and pay for the days that the room was occupied. If you have already made payment to us we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than twenty eight days after the day on which we are informed about your decision to cancel the Resident Agreement. You will not incur any fees as a result of the reimbursement.

- ☐ **I understand** that I have the right to change my mind and cancel for any reason in the first fourteen days. I want the Home to reserve the room for me so that I can move in before the end of the 'cooling off' period. I understand I can still cancel for any reason within the first fourteen days, but I will be required to pay a pro rata sum for each day until I have moved out and cleared the room of my belongings.
- ☐ **I understand** that I have the right to change my mind and cancel for any reason in the first fourteen days. I do not wish to move in until the end of the fourteen-day 'cooling off' period.

Resident

I confirm that I have read and understood the terms and conditions attached to this Agreement and have been provided with a copy. I understand that I will be personally responsible for ensuring that the fees are paid.

Your signature: _____ Date: _____

Print Name: _____

Address: _____

Attorney/Deputy

(If the Resident Agreement is signed on behalf of the Resident)

Where a third-party signs under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) a copy of the authority or power should be retained with this Agreement.

I am an Attorney/Deputy and confirm that I have read and understood the terms and conditions attached to this Agreement and have been provided with a copy of the document. I understand that I will be responsible for ensuring that the fees are paid out of the resident's funds.

☐ Property & Financial Affairs

☐ Health and Welfare

Your signature: _____ Date: _____

Print Name: _____

Address: _____

Contact Details: _____

Four Seasons Health Care

Care Home Name: _____

Registered Company Name: _____

Registration Number: _____

Registered Address: _____

Signed on behalf of Four Seasons Health Care:

Signature: _____ Date: _____

Name _____

Model Cancellation Form

To: The Registered Manager

Address: (if sending this notice by post, please
..... send it to the address of the Home you
..... are resident at. Alternatively, please
..... hand this notice to any member of the
..... team)

I hereby give notice that I cancel my Agreement for accommodation and the supply of care services

Made on..... (insert the date the Agreement was made
– you will find this on page 27)

Name of Resident
..... (print your name)

Room Number
.....

NOTES:

[illegible]

If you have any queries please contact the Home Manager.

A signed copy of this document with calculated fees and funding should be returned to the home.



Four Seasons
HEALTH CARE

www.fshc.co.uk