



HARBOUR HEALTHCARE

SERVICE USER ACCOMODATION & CARE AGREEMENT

Service User Accommodation & Care Agreement

Admission Date: _____

PARTIES:

(1)	Full Name	
	Of previous address	
	("the Service User" who will sign this Agreement if capable);	

(2)	Full Name	
	Of full address	
	("the Receiver" / "Attorney" acting on behalf of the service user.	

(3)	Full Name	
	Of full address	
	("The Local Authority" acting on behalf of the service user.	

(4)	Full Name	Harbour Healthcare Ltd
	Of full address	a company registered in England under No. 08062705 whose registered office is at The Lodge House, Dodge Hill, Heaton Norris, Stockport SK4 1RD
	("the Proprietor" which term includes a successor in title).	

INTRODUCTION

(a) The Proprietor runs a registered care home known as: ("**the Home**").

Name of Home	???
Address	???

(b) The Service User is in need of accommodation and personal care and has applied to the Proprietor for a place at the Home.

(c) The Proprietor has agreed to provide accommodation and personal care for the Service User on the terms of this Agreement.

(d) The Receiver/Attorney is legally responsible for handling the financial affairs of the Service User and has agreed to pay the fees.

(e) The Receiver/Attorney shall so far as they are able be responsible for honouring the obligations attributable to the Service User under this Agreement and any reference in the Agreement to the "Service User" shall be a reference to the Receiver/Attorney.

- (f) The Service Users Care Plan, contains relevant details relating to the Service User which are required in order to enhance the quality of service and care to be provided by the proprietor.
- (g) It is intended that there shall be co-operation between the parties to this Agreement in regard to any decision affecting the Service User

TERMS AGREED

1. Accommodation and care

Subject to payment of the weekly fees mentioned below the Proprietor will provide to the Service User at the Home:

- 1.1 A **single room, (Room ??) with washbasin/En-Suite (Delete where applicable)** containing a chest of drawers, wardrobe, a lockable bedside cabinet, bed, chair, (an additional chair can be supplied if requested), over bed table and all usual furnishings for personal occupation.
- 1.2 Food, light, heat, laundry and all necessary personal care as normally required by a Service User of a residential care home;
- 1.3 Meals: breakfast, lunch, dinner and supper. Additional snacks and drinks on request throughout the day and night.
- 1.4 Laundry: all bed linen is changed weekly and as necessary. Personal laundry must be labelled and machine washable. As the machines are industrial, clothing may wear out quicker than in a domestic situation.
- 1.5 Care: a basic care plan will be agreed on assessment. This will be updated following an assessment period in the Home and reviewed on at least a monthly basis. A copy of the Care Plan is available. If the Service User is treated by NHS doctors the Service User will receive medical attention, drugs and medications as the Service User did previously from a General Practitioner.
- 1.6 Review: a full review of the placement will be made and recorded six monthly by the Care Manager. All relevant parties will be invited to attend review meetings. Minutes will be made available.
- 1.7 The aim will be to maintain choices and opportunities for and the independence of the Service User. The level of support provided will be determined according to the needs of the Service User from time to time.
- 1.8 The Service User may bring personal possessions and furnishings into the Home to personalise their room, provided that other Service Users or staff are not inconvenienced or put at risk. A written inventory of possessions and furnishings will be prepared on admission and a copy will be retained by the proprietor and a copy made available to the Service User.

2. Fees and personal expenses

- 2.1 It is the responsibility of the Service User and/or their financial representative to ensure that all fees can be paid upon admission to the care home. If you do not have the finances available as you are waiting for property to be sold, you must have arranged a deferred payment scheme with the Local Authority.
- 2.1 The first four weeks' Fees must be paid upfront and a Direct Debit form must be completed (If available at the home) on the Date of Admission. If there are any issues in setting up of the Direct debit, further fees may be needed to cover the missing period until this is rectified and the Direct Debit successfully balances all invoices and payments made.
- 2.2 The fees will be collected on the 22nd of the month by Direct Debit which includes the provision by the Proprietor of the accommodation and care stated above. The Receiver/Attorney will use his/her best endeavours to ensure that the fees are paid promptly. The following further provisions apply:
- 2.3 On 1st April each year the Weekly Fee will automatically increase by no less than 5.0% (we will send you a reminder of this in advance). This increase is intended to cover staff pay increases (increases in the National Living and Minimum Wage), central government programmes (e.g. the apprenticeship levy), rental increases, inflation on food, fuel, equipment including medical sundries as well as increases in regulatory fees.
- 2.4 The Proprietor reserves the right to increase fees upon giving not less than 28 days written notice if an increase is required for the provision of extra care or to comply with regulations which were not known to the Proprietor at the time of the annual review.
- 2.5 Any element of nursing care (FNC) paid directly to the Proprietor by the Health Authority Agency will be retained by the Proprietor and the fees referred to in this Agreement exclude these payments.
- 2.6 The fees payable by or on behalf of the Service User / Local Authority is as follows:

Amount payable by Service User (self funding)	???
Amount payable by Local Authority	???
Amount payable by Local Authority for FNC element	???
Amount payable by Service User (Contribution)	???
Amount payable by Third Party as a Top Up	???
TOTAL AMOUNT PAYABLE	???

The fees above are until an assessment has taken place, following this responsibility of fees may differ slightly.

(The Service Users contribution will be assessed by the local authority. The contribution will be payable either to the Local Authority or to The Home dependent upon the agreement with the Local Authority)

ALL FEES PAYABLE TO HARBOUR HEALTHCARE USE THIS FORMULA:

(WEEKLY FEE ÷ 7) X DAYS IN THE MONTH

2.7 Additional Services.

The Proprietor can arrange the following services that are charged in addition to the basic fees. These can be paid by the Service User direct or by depositing money in a personal allowance account with the Proprietor:

- Chiropody (free if referred by GP)
- Opticians
- Dentistry
- Physiotherapy (free if referred by GP)
- Hairdressing
- Aromatherapy Massage
- Newspapers
- Shopping Trolley
- Mobile Clothing Shop
- Private telephone line
- TV Licence for Bedroom (Unless exempt)
- Dry Cleaning
- Purchase of clothing or other personal effects

2.8 In the event that the Service User's funds fall to an amount which may entitle the Service User to statutory financial assistance towards fees then the Proprietor will endeavour to ensure that the Service User can continue to live in the Home.

Upon the Service User's capital reducing to the threshold level, in order to avoid a delay in the implementation of state-support towards the payment of fees, advance notification (recommended to be at least six months) must be given by the Service User/Representative to the relevant Local Authority Social Services Department and the Proprietor.

Regulations in respect of personal care and accommodation charges, incorporating details of the current thresholds, are set out in the Department of Health's *Charging For Residential Accommodation Guide (CRAG)*, a current copy of which should be available from the Local Authority Social Services Department.

Should a privately funded Service user become funded by the Local Authority, the difference in the room rate will be charged by way of a Top Up charged to the Service User and/or their receiver/attorney.

2.9 The Service User must set up a direct debit facility for automatic payment of fees in accordance with the paragraphs above within 4-weeks of admission to the Home.

2.10 If the Receiver/Attorney fails to pay a bill within the period specified on invoice. then the Proprietor reserves the right to charge liquidated damages of £25.00 per week and to recover interest on the total amount due at a rate of 5% above the Bank Of England base rate calculated from the date of the bill until the date of payment. If it becomes necessary for the Proprietor to take legal action to recover debt, the Receiver/Attorney will be liable for the associated legal costs which will be added to the final account.

2.11 If the Service User is admitted to hospital the Proprietor will retain the room for six weeks and thereafter upon request provided always that the normal weekly fee is paid.

- 2.12 If the Service User leaves the Home without giving the required notice, fees will be charged at the normal weekly rate for the unexpired notice period.
- 2.13 The Home can change the Service Users room where this is deemed to be in the best interest of the Home. A minimum of 4-weeks' notice will be given.
- 2.14 In the event of death or discharge, three days fees will be due to the Proprietor to cover the period of seven days following the date of death or discharge and after this period the Agreement will terminate. In the event of death or discharge, the Proprietor requests the Service User's room to be cleared within seven days, however, if this is not possible arrangements can be made by the Proprietor to clear the room and items can be stored at the Home for seven days. If fees have been pre-paid then the Proprietor will refund the fees payable in respect of any period beyond the third day from the date of death or discharge.
- 2.15 The termination of this Agreement shall be without prejudice to any rights and obligations of either party in respect of any breach of the Terms and Conditions of this Agreement.
- 2.16 In the event that the Service User needs to be escorted to an external appointment, such as hospital, dental etc, a member of staff can be provided and there will be a charge of £15.00 per hour and subsequent part hour for this service. This will only apply to scheduled appointments and not emergencies.

3. Trial Period

- 3.1 The first four weeks (28-days) following admission to the Home are treated as a trial period during which either the Proprietor or the Service User may terminate the agreement by giving one week's notice in writing. Any fees already paid beyond the expiry of the notice period or the date of departure, whichever is the later, will be refunded.

4. Service User's obligations

The Service User also agrees:

- 4.1 To provide for medical requisites, hairdressing, clothing, toilet requirements and items of a luxury or personal nature from *his/her* own resources.
- 4.2 To allow the Proprietor to take charge of and dispense all the Service User's prescribed medications, though the Service User will be encouraged to administer *his/her* own medication if capable.
- 4.3 To permit the Proprietor to inspect and ensure the safety of any electrical items brought into the Home by the Service User.
- 4.4 That he/she has a responsibility for the safety of the Home which he/she shares with others, therefore safety regulations must be observed.

The Service User is asked to note:

- 4.4.1 Fire drills and inspections are carried out at regular intervals and the Service User's co-operation is essential.

- 4.4.2 Fire regulations and concern for all Service Users oblige the Proprietor to restrict smoking to designated areas.
- 4.4.3 Smoking in bedrooms is not permitted. The Proprietor has clear guidelines on smoking, alcohol and drugs which are issued for the protection of Service Users and staff.
- 4.5 The Proprietor shall not be responsible for the Service User once he/she is outside the Home if the Service User leaves the Home and is not accompanied by a member of staff of the Home unless the Home has been negligent or has breached any duty it may owe to the Service User.
- 4.6.1 No tenancy of any kind is intended to be created in respect of the room and the control of the room occupied by the Service User shall remain with the Proprietor. However, the Service User will only be requested to move from their appointed room if it is in the Proprietor's opinion absolutely necessary.
- 4.6.2 The Service User shall be consulted by the Proprietor and given four weeks notice of any proposed change of room and the reason for the proposed change.
- 4.6.3 If the Service User does not agree to the proposed change, then within the four week notice period given by the Proprietor the Service User may give written notice to terminate the Agreement no later than the end of the said four week notice period and may vacate the room. The Service User shall then only be liable for payment of fees up to the date of vacation of the room.
- 4.7 To participate in an assessment of *his/her* needs and the development of a personal care plan.
- 4.8 To leave the Home on termination of this Agreement.
- 4.9 The Service Users clothes should be clearly labelled prior to admission to the Home and on replacement of clothes during the Resident's stay. Harbour Healthcare reserves the right to label Resident's clothing and will make a charge for this service to the Resident's account.
- 4.10 No responsibility can be accepted for loss of clothing not adequately marked or damage to clothing not deemed to be machine washable. It is recommended that the Resident bring clothing that is machine washable, as the Home does not provide dry cleaning facilities. Harbour Healthcare can only be liable for any loss or damage caused by our negligence

5. Proprietor's obligations

The Proprietor also agrees:

- 5.1 To ensure that the Home remains registered, comply with the conditions of registration and maintain at the Home at all times the standard of care required by the registration authority.
- 5.2 To allow the Service User as much personal freedom and autonomy as *his/her* abilities permit and only to restrict the movements of the Service User for *his/her* personal safety or the safety of others or to the extent agreed in advance with the Service User.

- 5.3 To allow the Service User at the discretion of the Proprietor to introduce items of personal furniture into *his/her* room subject to eventual removal being the responsibility of the Service User.
- 5.4 On request to provide safekeeping for personal effects required to be brought into the Home up to such limit of value as the Proprietor may from time to time impose.
- 5.5 To maintain and make known a complaints procedure and apply this fairly in the event of a complaint being made by the Service User or on behalf of the Service User by a party to this Agreement. If the complaint cannot be resolved between the Service User or such party and the Proprietor it may be referred to the registration officer whose address is Care Quality Commission, City Gate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.
- 5.6 To treat all information received in respect of the Service User as confidential.

6. Insurance

- 6.1 The Service User agrees to be responsible for insuring the full replacement value of personal belongings. The Proprietor shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects (including jewellery, spectacles, hearing aids etc) of the Service User unless the Proprietor has been negligent or fraudulent or breached this Agreement in respect of the Service User's belongings.

7. Termination

- 7.1 If not terminated within the trial period then this Agreement shall continue in force until terminated by the death of the Service User or by four weeks' notice in writing being given of the desire to terminate the Agreement.
- 7.2 The Proprietor shall give any such notice to the Service User but will normally only give notice to terminate if:
- 7.2.1 the fees are not paid in accordance with paragraph 2; or
- 7.2.2 having consulted the Service User and taken advice from appropriate health care professionals concerning the Service User's present and likely future needs, the Proprietor is no longer able to meet those needs; or
- 7.2.3 the Proprietor considers the circumstances or behaviour of the Service User to be seriously detrimental to the Home or the welfare of other Service Users or staff.
- 7.3 The Receiver/Attorney may give any such notice to the Proprietor.
- 7.4 This Agreement may be terminated by or on behalf of the Service User without notice in the event of any serious or persistent breach by the Proprietor of its terms or the Home ceasing to be registered.

SIGNED by (or on behalf of the **Service User**:

Witness	Name	
	Signature	
	Address	

SIGNED by the **Receiver/Attorney**:

Witness	Name	
	Signature	
	Address	

SIGNED on behalf of the **Proprietor**:

Witness	Name	
	Signature	
	Address	

A COPY OF ANY POWER OF ATTORNEY DOCUMENTS IS TO BE PROVIDED TO THE HOME.