

**CONTRACT OF RESIDENCY
BETWEEN**

OF

And/or ON BEHALF OF

AND

**HOAMA (Staplehurst) Ltd
(t/a IDEN MANOR NURSING HOME)**

Admission Agreement

This agreement is dated

Parties

(1) Hoama (Staplehurst) Ltd T/A Iden Manor Nursing Home of 12/14 High Street, Caterham, CR3 5UA a private limited company incorporated in England and Wales under company number 13867193, for itself and as agent for its Affiliates.

(2) [SERVICE USERNAME _____]

Of [ADDRESS _____]

OR

[REPRESENTATIVE NAME _____]

of [ADDRESS _____]

on behalf of

[SERVICE USERNAME _____]

of [ADDRESS _____]

("the service user" and/or "representative" as appropriate).

Introduction

This agreement relates to accommodation provided by Hoama (Staplehurst) Ltd at **Iden Manor Nursing Home**, hereafter referred to as "**the Home**".

This document sets out the respective rights and responsibilities of the staff and management of the **Home** and **the service users and/or their representatives** relating to residency in the Home. The Home aims to meet and indeed exceed fundamental standards as monitored by the Care Quality Commission ("CQC") who regulate the Home in line with the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (Part 3) <https://www.legislation.gov.uk/ukdsi/2014/978011117613/part/3> and the CQC (Registration) Regulations 2015 (Part 4). We endeavour to provide a comfortable and happy Home for all our service users and will do so by meeting the following standards:

- care/treatment is appropriate and reflects the service users' needs and preferences
- service users are treated with dignity and respect
- care/treatment is only provided with consent and/or in a service user's best interest in conjunction with any significant other
- care/treatment is provided in a safe way
- service users are protected from abuse and improper treatment
- service users' nutritional and hydrational needs are met
- all premises and equipment used are clean, secure, suitable and used properly
- complaints are appropriately investigated and appropriate action(s) taken in response, including lessons learned
- systems and processes are established to ensure compliance with the fundamental standards
- adequate numbers of suitably qualified, competent, skilled, and experienced staff are deployed
- persons employed are of good character, have the necessary qualifications, skills and right attitude to be able to perform their duties for which they are employed (fit and proper persons requirement)
- registered persons are open and transparent with service users and/or their representatives about their care and treatment (the duty of candour).

This document should be read and interpreted in the light of these standards.

1. RESIDENCY

1.1 Permanent residency

The Home will be the abode of the service user. Should the service user require hospital treatment or be otherwise temporarily absent from the Home, the Home will retain the service user's accommodation at the agreed weekly charge, unless two weeks' written notice of termination of this agreement is given by either party to the other.

1.2 Notice Period

Residency in the Home for the first twelve weeks of a placement will be on a trial basis for the benefit of the service user. If, during or at the end of the initial twelve-week period, either the service user and/or representative or the Home's management regards the arrangement as unlikely to be satisfactory for the long term, this agreement can be terminated by either party giving the other party four weeks' written notice to terminate this agreement. In the event that notice is given by either party, the service user will vacate the Home to alternative accommodation by the end of the notice period.

1.3 Respite Residency

The respite residency term is to be agreed in writing between the parties prior to the service user taking residency at the Home and will be subject to the weekly charge at Clause 2.1. If it becomes apparent that the service user's needs cannot be met within the time agreed and/or given the resources available, renegotiation in good faith may be considered by both parties.

1.4 Notice Period

The Home reserves the right to terminate the agreement with immediate written notice in the event of the Home's closure or otherwise. Any payment due on that date in accordance with the residency and this agreement is to be settled.

1.5 Leaving the Home

Where a service user elects to leave the Home voluntarily, a period of four weeks' notice in writing must be given. If the service user elects to leave the Home during the notice period, the weekly charge remains payable during that notice period in any event. When the service user leaves the Home, all of their personal possessions must also be removed, or the weekly charge will be applied until these are removed. However, if after two weeks of the date of vacating the Home these have not been removed they will be deemed to become the property of Home and the Home has the right to dispose of the same and no further charges will be incurred.

2. Financial Matters

2.1 Weekly Charge

- a) In return for the payment of a weekly charge by the service user and/or representative, the Home undertakes to provide and maintain a high standard of personal and/or nursing care which covers the provision of accommodation, food, heat, light and laundry (except for dry cleaning). More generally, the following financial provisions will apply throughout the term of this agreement:
- b) The weekly charge excluding Funded Nursing Care ("FNC") has been agreed as follows, payable by the service user or their representative:

Total Fees: £ **per week on a rolling basis**

Address:

Payment:

E-mail:

Telephone number(s):

Payee Details:-

- Name: Hoama (Staplehurst) Ltd
- Address: C/o Iden Manor Nursing Home
Cranbrook Rd Staplehurst
Kent TN12 0ER
- Bank: RBS/Natwest
- Sort Code: 16-01-09
- Account: 00712109
- Accounts email: finance@hoama.co.uk
- Accounts telephone: 07787 400048

- c) Weekly charges are invoiced monthly and collected in advance by card, standing order, or by a BACS payment. If the service user joins mid-month, then payment will be calculated on the days remaining in the month and should be paid prior to arrival. Where payment has been arranged by standing order or direct debit, the first payment

must have been made prior to admission. Fees are not currently subject to VAT, but VAT may be chargeable in the future.

- d) Invoices are raised at the beginning of the month and should be paid in advance within seven days of receipt.
- e) For respite residency no deposit is required, but the weekly charge is payable in advance equal to the amount of weeks the service user will reside at the Home.
- f) Should the service user qualify for FNC after independent assessment from a representative of the Clinical Commissioning Group ("CCG") payment will be made to the Home directly from the CCG. This payment is on top of the weekly fee agreed to cover the extra costs associated with nursing care needs.
- g) Where possible, the service user and/or representatives may apply for attendance allowance to help increase the money available for paying fees. The Home may provide help in obtaining attendance allowance where it is deemed likely that the service user will be eligible to be awarded it; but it remains the service user or their representative's responsibility to make the claim.
- h) Third parties/representatives who agree to meet the service user's fees in whole or part must sign below to this effect before the service user becomes a client of the Home.
- i) For any sums outstanding seven days beyond the invoice date, the Home reserves the right to charge interest at the rate of 5% above Bank of England Base Rate.
- j) The Home reserves the right to refer any unpaid invoices to a debt recovery company and any charges associated with this referral, including but not limited to legal fees, will be added to the amounts outstanding.
- k) The weekly charge will be reviewed periodically to reflect increases in the Retail Price Index or otherwise, usually twice-yearly on the first of April and first of October but this can be subject to change. However, any change will only take place after four weeks' notice has been given to the service user and/or representative by the Home in writing (except in the case where a service user's clinical condition determines a change in fees – see (l) below); in consequence of which this agreement will be deemed to have been amended to take account of such notice, unless terminated in accordance with clause 1.5.

- l) If a change in a service user's clinical condition is determined by the Home which requires an increase in the type and/or level of care, then the weekly charge shall be amended to reflect that change without the need for the Home to give a specified period of notice.
- m) Should the service user no longer be able to pay their fees, for example they reach a savings threshold whereby they are deemed eligible for social services funding, the Home cannot guarantee to be providing for their ongoing care and can terminate this agreement in accordance with clause 1.2. The Home will support the service user and/or their representative in trying to secure funding to stay in the Home.
- n) The service user and/or their representative is expected to provide the Home with at least 12 weeks' notice that the service user is no longer able to pay their fees in accordance with this agreement.

2.2 What The Weekly Charge Covers

- a) The total quoted fee covers the provision of all accommodation costs (including utilities), food and laundry services (except dry cleaning) as well as the provision of all care, both social and nursing, according to the needs of the service user. Social needs include the provision of personal care as well as social activities. In the event that the service user and/or representative elects to nominate a friend or family member to cover the provision of these services, the weekly charge will remain in place at the rate stipulated at Clause 2.1(b) in any event.
- b) The service user and/or representative shall from his/her own resources and/or personal allowance provide medical requisites (other than medication by prescription), hairdressing, chiropody newspapers and periodicals, private outgoing telephone calls, private physiotherapy, treatment by dentists or opticians, dry cleaning, clothing and items of a luxury or personal nature as they require; a separate tariff for many of these additional costs is available and updated annually.
- c) The service user and/or representative from his/her own resources will pay for the cost of the escorts at the going 1:1 rate (currently £27.00 p/h) for appointments including but not limited to, any medical; hospital; dental or optician appointments outside the Home.

- d) Should the service user cause any malicious damage in the Home, the service user and/or representative will be liable for any replacement or repair costs on a full indemnity basis.

3. Personal Effects and Personal Mobility

- 3.1** All electrical items brought into the Home by the service user on admission must be submitted for portable appliance testing and have a test certificate to show the appliance is safe to use.
- 3.2** At the discretion of the Home, items of furniture may be brought in by the service user subject to inspection as to condition and defects liable to render the article unsafe or unfit (for example not being fire safe). Transportation insurance and eventual removal of such items shall be the service user's and/or representative's responsibility or that of their agent (if applicable).
- 3.3** The Home understands that it is not feasible for the service user to hold cash on their person or visit banks each time they need a personal service (such as hairdressing, chiropody newspapers, etc). Therefore, the Home will (free of charge) hold on to a small float for each service user and notify the service user and/or representative when the float is running low. The Home will record any transactions regarding the float and will produce evidence of the same if required.

4. Leaving the Home

- 4.1** This agreement shall continue in force until terminated by written notice given by either party in accordance with the terms of this agreement. The Home may give the following notice periods to the service user and/or representative to leave the Home as follows:
- a) 14 days after written notice to remedy in respect of non-payment of fees;
 - b) immediate written notice in any of the following circumstances:
 - a. if, in the opinion of the Home, it is unable to provide the degree of care and attention required by the service user;
 - b. any circumstances or behaviour of the service user which the management of the Home feels may be seriously detrimental to the Home or the welfare of other service users; and

- c. in the event of death of the service user. In which case the weekly charge shall cease on the date of death. The personal effects of the service user will be kept in storage for a period of two weeks after which these will be deemed to become the property of the Home for the benefit of any disposal.

5. Accommodation Charter

- 5.1** The facilities of the Home shall include the use of a personal room, lounges and other communal rooms, bathrooms, toilets, visitors' rooms, light refreshment facilities, dining room, grounds and gardens.
- 5.2** The Home undertakes to respect the individual cultural and/or religious beliefs of the service user and to provide reasonable facilities for the service user to continue to follow such beliefs.
- 5.3** The following operational details are accepted by the service user:
 - a) meals can be taken in the designated dining/communal areas or in their own rooms
 - b) the service users should respect each other's need for privacy. The service user has the right to refuse admission to their rooms of any person, with the exception of the other occupant if it is a shared room or in an emergency
 - c) the service user may entertain guests at all times in their own single rooms (or with the agreement of the other occupant in double rooms), or at reasonable times in the communal areas of the Home. Guests may not, however, be accommodated overnight other than with the express permission of the Home's General Manager.
 - d) the service user may leave or return to the Home as they would their own Home during the course of a 24-hour period. But they are required to notify staff of their likely times of absence and where they may be contacted, thus avoiding unnecessary preparation of meals and concern by staff
 - e) for the comfort of all service users and staff a strict no-smoking policy is applied inside the Home;
 - f) the service user and/or representative is required to take out their own insurance for any personal effects and valuables they bring into the Home,

including but not limited to, jewellery, watches, hearing aids, false teeth, glasses, electronic devices and mobile phones etc. The Home will not be responsible for the loss of, or damage to personal possessions, unless proved to be negligent.

- g) the Home can only accept responsibility for money which has been handed over to management for safe keeping in line with the Home's policy and will not accept responsibility for items unless a list of such items with suitable evidenced of a professional valuation has been compiled. The list must be signed by the registered nurse and the service user and the item(s) must be handed to the registered nurse for safe keeping. The Home reserves the right to refuse acceptance of any valuables into safe keeping; and
- h) the service user's items of clothing are to be clearly named on admission together with any items of clothing that are consequently left at the Home. The home does not accept responsibility for clothing that has not been named and documented as having been left at the Home. The Home offers a garment labelling service with 36 garments being named should this be required. The costs of such services will be provided at the relevant time and a receipt will be made available.

6 Pre-Admission Assessment

- 6.1** Before taking up residency the service user and/or representative is required to provide information to the Home and to this end a pre-admission assessment will be carried out as to the health condition and subsequent needs of the service user and/or representatives, including any treatment required, details of medicines currently prescribed and/or being taken (and if requested to pass these over to the medical staff), the name of their medical advisor, their next-of-kin or person to be contacted in the event of any emergency;
- 6.2** Should the service user at any time be unable to exercise or defend his/her rights, the Home will endeavour to arrange for the provision of an Independent Citizen Advocate who is a selected and trained volunteer who will work solely for and on behalf of the service user concerned. The Citizen's Advocate will not be an employee of Home;
- 6.3** The service user and/or representative will be required to arrange a Lasting Power of Attorney which will give the person(s) nominated as Attorney(s) an authority to carry

out any transactions or affairs on the service user's behalf, should the service user become mentally incapable of managing his/her affairs. The nominated Attorney will not be an employee of the Home; and

- 6.4** Whilst the Home will not request the service user or their representatives to demonstrate that they have sufficient funds to pay for their long-term care, it is a specific condition that in signing this agreement you are indicating that sufficient funds are available to pay for a minimum of three years care.

7. Concerns and Complaints

- 7.1** The Home has a procedure for dealing effectively with concerns and complaints. A complaint flow chart is available in the welcome pack and in the reception area. service users and/or representatives can also raise concerns directly to Kent County Council Safeguarding Board on 03000 416161 or to the Care Quality Commission on 03000 616161. Alternatively, contact can be made to: The Local Government Ombudsman and Social Care Ombudsman, PO Box 4771, Coventry, CV4 0EH. Tel: 03000 610614.

8. General Provisions

8.1 Assignment and other dealings

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

8.2 Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8.3 Variation

Subject to clauses 2.1 (k) and (l), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.4 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8.5 Notices

Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand, by pre-paid first-class post or other next working day delivery service or email. If addressed to the Home, notices must be sent to its registered office addressed to the Registered General Manager.

Notices can also be sent by email to the following addresses:

- The Home:
- The Service User:

Any notice or communication shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the proper address;
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.6 Third Party Rights

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

8.7 Force Majeure

Neither party shall be liable for either failure or delay to the performance of the terms of this agreement if this should result from circumstances that are beyond the reasonable control of the parties. This will include, but not be limited to, acts of God, explosion, civil commotion, terrorism, Governmental Act or Direction, a national industrial dispute, pandemic or epidemic. In these circumstances, the Home reserves the right to make alternative arrangements and to vary the agreement accordingly.

8.8 Limitation of Liability

Nothing in this agreement excludes or limits the liability of the Home for death or personal injury caused by the Home's negligence or fraudulent misrepresentation.

Subject to the above, the Home's total liability in tort (including negligence) arising in connection with the performance or contemplated performance of this agreement shall be limited to the total insurance cover at the time of the occurrence giving rise to liability in respect of such occurrence.

The Home's total liability for breach of contract (including breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to twelve months' total fees at the time of the occurrence giving rise to liability in respect of such occurrence.

The Home shall not be liable for any consequential or indirect loss or loss of profits (whether arising by the Home's negligence or otherwise).

8.9 No Right to Set Off

Any and all amounts due under this agreement from the service user and/or representative to the Home shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law where applicable).

8.10 Data Protection

For the purposes of this clause, "Data Protection Legislation" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

The service user and/or representative consents to the Home (and any group company) holding and processing data in accordance with the Data Protection Legislation relating to the service user and/or representative for legal, personnel, administrative and management purposes and in particular for the processing of any "sensitive personal data" including, as appropriate:

- information about the physical or mental health or condition of the service user and/or representative
- the racial or ethnic origin, political beliefs, religious or similar beliefs of the service user and/or representative in order to monitor compliance with equal opportunities legislation
- information relating to any criminal proceedings in which the service user and/or representative has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

The service user and/or representative consents to the Home (and any group company) making such information available to those who provide products or services to the Home and any group company where necessary.

8.11 Counterparts

This agreement may be executed in any number of counterparts, all of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8.12 Governing Law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8.13 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

IN WITNESS of which this agreement has been duly executed by the parties.

Signed by [General Manager]

For and on behalf of the Home:

I warrant that all information given herein is accurate and that all relevant information has been provided to the Home. I further warrant that any changes or additional information will be provided to the Home in writing without delay and the terms therein shall constitute acceptance by the service user and/or representative.

Signed by [Name Service User/

Representative/Power of Attorney]:

Witnessed by: (Signature)

Witness (name in block capital letters):

Date:

Address:

.....



Contact email:

Contact Telephone No.:

One copy to be given to service user/representative.

One copy to go in the service user/representative personal file.

If signing as Power of Attorney, a copy of Power of Attorney is required at the time of signing the agreement.

Please e-mail signed agreement to care@idenmanor.co.uk