

RESIDENT CONTRACT

Madeira Lodge Care Home, Madeira Road, Little Stone, New Romney. TN28 8QT
www.belmonthhealthcare.co.uk

THIS CONTRACT

1. WHAT THIS CONTRACT COVERS

- 1.1. **What this contract covers.** This contract contains the terms and conditions on which [Belmont Healthcare (Madeira) Ltd] will supply care services to you and you will reside at the Home.
- 1.2. **Why you should read them.** Please read this contract carefully before you sign it. These terms tell you who we are, how we will provide services to you, how you and we may change or end this contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are [Belmont Healthcare (Madeira) Ltd]. Our address is [1st Floor Highlands House Highlands Rd Solihull B90 4ND]. We are referred to as 'us' or 'we' throughout this contract. You are referred to as 'you' throughout this contract.
- 2.2. **How to contact us.** You can contact us by telephoning us at [0333 444 0121] or by writing to us at [enquiries@belmonthhealthcare.co.uk - 1st Floor Highlands House Highlands Rd Solihull B90 4ND].
- 2.3. **How we may contact you.** If we have to contact you we will do so in person at the Home.

3. YOUR RIGHTS TO END THE CONTRACT

- 3.1. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have the right to cancel your contract with us during the "Cancellation Period" without giving us any reason.
- 3.2. **Cancellation Period.** The Cancellation Period is 14 days starting the day after the date of this contract and at the end of that time it will expire;
- 3.3. **Exercising your right to cancel the contract during the Cancellation Period.** To exercise the right to cancel you must inform us of your decision to cancel in writing (for example in a letter sent by post or by email) which we must receive before the end of the Cancellation Period. Please mark the letter for the attention of the Home manager.

- 3.4. **Refund of any payments made to us.** If you cancel the contract as above we will return to you any payments received from you which relate to the agreement, within 14 days of us receiving the cancellation notice, unless we are entitled to keep them because you have instructed us to provide you with any services during the Cancellation Period (please see 3.5 below);
- 3.5. **Instructing us to commence providing services during the Cancellation Period.** If you would like us to start providing services to you within the Cancellation Period you must instruct us to do so in writing (by signing the Declaration at the end of this Resident Contract), but you can still cancel the contract within that time, although we will charge you for the services we have provided for you up to the point of cancellation.
- 3.6. **Timescales for providing services.** The Regulations require us to inform you that due to the nature of the services that we may provide for you we are unable to give you a fixed date by which they will be completed.
- 3.7. **General right to cancel this contract.** As well as your right to cancel the agreement as set out above, you can end the contract with us for any reason at any time after the end of the Cancellation Period but if you do we will charge you for the services we have carried out up to that point.

Residence Terms and Conditions

This Contract is between:

1. [Belmont Healthcare (Madeira) Ltd]. Our address is [1st Floor Highlands House Highlands Rd Solihull B90 4ND]

2. **The Resident**

of address

.....
.....

And, if you have one

3. Your **Nominated Representative**

.....

of address

.....
.....
.....

And, if you have one

4. Your **Guarantor**, whose details are set out in the attached **Guarantee Schedule**

Introduction

We'd like to take this opportunity to welcome you once again to your new Belmont home and to thank you for choosing one of our care homes.

Our team are committed to providing you with the very best possible experience in every part of home life, including the financial aspects of your care.

As you know, we are required to have an agreement that will create a contractual relationship between us but we understand that these documents can often be full of legal jargon and overly complicated.

So in this contract, we have tried to make these terms and conditions as clear as possible, with plain English used as much as we can.

If you need clarification on any of the terms included or would simply like to speak to a team member to talk it through then please just let your home manager know. We are always happy to help.

These Residence Terms and Conditions (“**Terms and Conditions**”) and the Admission Schedule (“**Admission Schedule**”) [and the Fees Schedule] [and the Guarantor Schedule] at the end of this document together form the “**Resident Contract**”).

Throughout this Resident Contract:

- any reference to “**Belmont**” “**we**”, “**us**” or “**our**” will mean whichever Belmont Healthcare group company is stated at the front of this Resident Contract;
- any reference to “**you**” or “**your**” will mean the person named at the front of this Resident Contract who is taking up residence at one of our care homes (the “**Home**”);
- any reference to “**Nominated Representative**” will mean the person that you have informed us will be handling your affairs on your behalf, including if relevant, your Attorney or Court of Protection Deputy;
- any reference to a “**Funding Authority**” will mean any Local Authority, NHS body or other local or central governmental authority that has agreed to pay all or part of your fees for residence at the Home and nursing or other services provided by us for you;
- any reference to your “**Guarantor**” will mean the person whose details are set out in the Guarantor Schedule (if applicable); and
- any reference to this “**Resident Contract**” will mean this Resident Contract as amended from time to time.

These terms and conditions set out our responsibilities and obligations to you and your responsibilities and obligations to us and they apply from the date of admission to the Home until or unless terminated.

The Resident Contract is an important document which is legally binding; we therefore encourage you to take the time to read this document carefully before signing. We encourage you to seek independent legal advice.

1. Type of Residency

- 1.1. A **Permanent** residency is a residency where no departure date has been set.
- 1.2. A **Short Stay** residency is a residency where a departure date is agreed before admission to the Home. The Resident Contract will terminate on the departure date. However, the Contact can also be terminated in accordance with clause 8 and

2. Assessment of Needs

- 2.1. Before admission to the Home, your needs will be assessed by an experienced Belmont team member using a comprehensive personalised care planning tool. You will only be admitted to the Home if we are confident that we will be able to meet the needs identified in your assessment.

2.2. Following admission, your unique personalised care plan will be reviewed regularly but it will be formally reviewed on a monthly basis.

3. Standards of Care

3.1. Belmont is required by the Care Standards Act 2000 and the Health and Social Care Act 2008 to maintain certain standards of care. The Home is inspected by the appropriate statutory body, which is currently the Care Quality Commission (“CQC”). Inspection reports are always available on the internet using the CQC’s own website or our website but will also always be available directly from us if you wish.

3.2. Quality and personalisation of care is of paramount importance to us and accordingly we maintain a comprehensive internal quality monitoring system. This includes regular monitoring and auditing by the Home and overall supervision by our Clinical Governance Committee, which can make direct recommendations to our board of directors. Details of the members of this committee can be obtained from the Home manager on request.

4. Trial Period and Admission Requirements

4.1. As the choice of a care home for you is an important decision, in the case of a Permanent residency, you will be provided with a four week trial period. We will use this time to settle you into the Home, to ensure you are happy and comfortable in residing at the Home and to check your personalised care plan (including discussing any changes if they are required).

4.2. You have the right to cancel the trial period at any time by giving at least forty eight (48) hours’ written notice of termination to the Home manager.

4.3. We have the right to cancel the trial period at any time by giving at least forty eight (48) hours’ written notice of termination to you.

4.4. If you or we cancel the trial period before its end, you will be charged for the fees payable for the duration you have stayed in the Home. You will then be refunded the balance already paid after the deduction of any amount due to us.

4.5. Before your admission to the Home we require you to complete and deliver to the Home the following (if not already provided):

- a) A signed copy of this Resident Contract; and
- b) Unless the requirement has been waived by the Home Manger,
 - the Belmont finance assessment form completed for you;
 - a completed and signed Direct Debit mandate; and
 - payment of the Deposit for your trial period or Short Stay

Where applicable to you, we will also require:

- c) Any relevant Social Security forms;
- d) A copy of any Enduring Power of Attorney or Lasting Power of Attorney for you; and
- e) A copy of any Court of Protection appointment of a Deputy or Deputies for you.

5. Your Room

5.1. Occupation of your room

- a) From your admission date, where possible, you will be allocated the room chosen by you. We do not grant you exclusive possession of your room and no tenancy, or assured tenancy under the Housing Act 1988, is created by this Resident Contract in respect of your room. This means that you will occupy your room at the Home as a licensee not a tenant. You will not have the ability to exclude us from the room.
- b) Though we will endeavour not to move you from your room, there may be rare and specific reasons where we will require you to change rooms where, for example, refurbishments to your room or the Home are required, your care needs change such that you need a more suitable location or because of resident relations. We will discuss any proposed change with you or your Nominated Representative in advance and will give you an explanation of the reasons for the move. Except in the case of emergencies, we will give you a minimum of fourteen (14) days' written notice of any proposed changes.
- c) If we change your room and if you are not happy with it, you can terminate this Resident Contract by providing at least fourteen (14) days' written notice to the Home manager.

5.2. Personal Items in your room

- a) We shall not be responsible in any way for your personal items or possessions unless any loss or damage to your possessions has occurred because we have been negligent.
- b) If you wish to bring any personal items into the Home, please ask the Home manager in writing before admission. Any decision to allow personal items to be brought into, and used in, the Home is at the discretion of the Home manager. For example, we know you will understand and respect that your personal items must not constitute a fire hazard or a health and safety risk, or disturb the peaceful enjoyment of the Home by other residents and staff.

- c) Electrical items will be tested for compliance with current regulation by our in-house maintenance team using appropriate equipment. If any electrical items fail this test they must not be used and must be promptly removed from the Home.

- d) The transportation and eventual removal of any of your personal items shall be the responsibility of you or your Nominated Representative or (after death) your personal representatives.

5.3. Insurance of your personal possessions

We will **not be responsible** for insuring any of your personal items or possessions.

5.4. Pets

If you have a pet and wish the pet to be with you in the Home, please arrange to discuss the matter with the Home manager before admission. Any decision to allow pets in the Home and to continue to allow pets in the Home is at the discretion of the Home manager and all costs associated with the care and welfare of your pet shall be your responsibility.

6. Provision of Services

6.1. Provision of Residential Care Services

In consideration of you paying the fees due under this Resident Contract, we will provide you with the following residential care services:

- a) Accommodation;
- b) Cleaning of rooms;
- c) repair, maintenance and redecoration of rooms;
- d) 24 hour support;
- e) Full board (breakfast, lunch, dinner, morning and afternoon tea) and a packed lunch on any outings organised by us;
- f) Full use of all the communal lounges, dining rooms, bathrooms and any other communal facilities in the Home;
- g) Full use of the recreational facilities and the opportunity to join in with occupational or recreational activities organised or run by the Home;

- h) Where provided at the Home, internet usage and access to Skype via a personal computer or tablet device, provided that your usage is legal and your downloads are not excessive in our reasonable opinion. Internet availability and connection speed is limited according to the service provided to the Home by the relevant broadband service provider (if any);
- i) Assistance with washing, bathing, administering medication and other personal services associated with daily living;
- j) A laundry service for your personal belongings which are machine washable (but not including professional dry cleaning nor hand washing of any item). We shall not be held responsible for items of clothing damaged in the normal process of laundering unless we have been negligent in providing the laundry service. All items of clothing must be labelled; and
- k) Liaison with your general practitioner, social worker, dentist, chiropodist, optician and other professionals, although any charge incurred by any of these professionals will be your responsibility and will need to be paid by you.

6.2. Provision of Nursing Care Services

If you have been assessed as eligible for funded nursing care, then provided the funding is received by us, we will ensure that you receive the appropriate funded level of nursing care and supervision throughout your stay with us. However, if the funding is withdrawn for whatever reason, it is your responsibility to pay any costs and expenses properly incurred by us in providing you with nursing care.

6.3. Additional Services

- a) Any services provided to you in addition to those set out in paragraph 6.1 will only be provided if you request them [or we reasonably believe you require such services] (these services are referred to as 'Additional Services' below). If you are provided with Additional Services, we will itemise these services on your invoices and charge you the cost involved in providing them (where a cost is incurred). Some Additional Services may be provided by a third party and you will be responsible for paying the costs and expenses of such services to the third party. Additional Services may include but are not limited to: Personal items such as clothing, newspapers / magazines or toiletries;
- b) Hairdressing;
- c) Alcoholic beverages;
- d) Dry cleaning;

- e) Private car hire or taxi service;
- f) Transport for planned or routine appointments at outside services, such as the hospital, dentist, optician or other medical professional;
- g) An accompanying carer whenever you leave the Home, where requested by you or your Nominated Representative;
- h) Private treatments such as spa treatments, physiotherapy, chiropody, dentistry, optical or similar;
- i) Medication, equipment and prescription charges not provided fully free of charge by the NHS;
- j) Special medical equipment not generally available in the Home;
- k) Household remedies purchased from a chemist;
- l) Private telephone installation in your room and all associated costs; and
- m) Registration process in the event of death.

7. Gifts, Signatories and Beneficiaries

7.1. Gifts

None of our staff are permitted to accept gifts from you. However, if you wish to make a gift to Belmont, please discuss this with the Home manager.

7.2. Signatories

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

7.3. Beneficiaries

None of our staff are allowed to be beneficiaries of your will.

8. Fees

8.1. Fee Payable

- a) If you are a **Self-Funded Resident**, then **Schedule 1 will apply** and you will be required to pay the Total Fee set out in Schedule 1. Other terms relevant to the payment of the Total Fee are also set out in this Schedule 1 and you should read them carefully.

- b) **Schedule 1** will also apply in the event that you have been receiving a **Funding Authority Contribution** or **other third party** contribution towards the payment of the Total Fee and **such contribution ceases** so that you become a **Self-Funded Resident**. If this happens we will notify you as soon as reasonably possible of the date on which Schedule 2 ceases to apply and on which the terms of Schedule 1 begin to apply. Where reasonably possible, we will notify you of this date in advance but it may not be possible to do this in certain situations.
- c) If you are receiving a **Funding Authority Contribution** or **other third party** contribution towards the payment of the Total Fee, then **Schedule 2 will apply** and you will be required to comply with the terms set out in Schedule 2 (which may include the payment by you or a third party, of part of the Total Fee). Other terms relevant to the payment of the Total Fee are also set out in this Schedule 2 and you should read them carefully. For the avoidance of doubt you will be responsible for payment of the Total Fee until notification has been received from a Funding Authority confirming the amount of the Funding Authority's contribution to the Total Fee and the dates from which such contribution will actually be paid.
- a) **Schedule 2** will also apply in the event that you have previously been a **Self-Funded Resident** at the Home and begin to receive a **Funding Authority Contribution** or **other third party** contribution towards the payment of the Total Fee. If this happens we will notify you as soon as reasonably possible of the date on which Schedule 1 ceases to apply and on which the terms of Schedule 2 begin to apply. Where reasonably possible, we will notify you of this date in advance but it may not be possible to do this in certain situations.
- b) Our Total Fee is stated without any VAT included. If at any time any of the services or other supplies to which our fees relate are chargeable to VAT, then VAT would be added and payable by you and/or your Funding Authority in addition.

9. Termination

9.1. Termination by us

We have the right to terminate this Resident Contract by giving you written notice if:

- a) any amount payable to us under this Resident Contract is not paid within thirty (30) days after the due date. If terminating in this case, we will give you least fourteen (14) days' written notice of termination following which this Resident Contract will immediately terminate if any amounts owing to us remain unpaid;
- b) any other material or significant term of the Resident Contract is breached by you and you fail to remedy that breach (where possible) following us notifying you of the breach. If terminating in this case, we will give you at least fourteen (14) days' written notice of termination;

- c) in our reasonable opinion there are unresolved funding problems, for example, if the amount of public funding offered and paid by a Funding Authority is less than the total of our fees for the room and fees for the level of care being provided to you and the shortfall is not being made up by a third party or your Guarantor. If terminating in this case, we will give you at least twenty eight (28) days' written notice of termination;
- d) in our reasonable opinion we are no longer able to provide the level or type of care you properly require in accordance with your assessed needs. If terminating in this case, we will give you at least fourteen (14) days' written notice of termination;
- e) by us giving you at least twenty eight (28) days' written notice of termination;
- f) in our reasonable opinion your behaviour or any circumstances relating to your residence at the Home may be significantly detrimental to the welfare or peaceful enjoyment of the other residents or our employees in the Home. If terminating in this case, we will give you as much notice as is reasonably possible in the circumstances and in all cases:
 - a. if there is cause for urgency, we will give you and your Nominated Representative at least forty eight (48) hours' verbal or written notice of termination (and in the case of verbal notice we will subsequently confirm it in writing as soon as possible after giving verbal notice); and
 - b. where the need is not urgent, we will give you at least twenty-eight (28) days' written notice of termination.

If we are considering terminating this Resident Contract due to your behaviour we will endeavour where possible to discuss that with you in an effort to address any concerns we have, to avoid you having to leave the Home. We view terminating this Resident Contract as a last resort.

Upon termination of this Resident Contract for any reason:

- you must vacate the Home as soon as is reasonably practicable and all amounts outstanding and payable to us that have not been paid, must be paid; and
- You must remove your personal possessions from your room as soon as is reasonably practicable. If your possessions are not removed within 7 days, we shall upon written notice (to you where possible and if not possible or in the event of your death to your Nominated Representative or next of kin), be entitled to remove and dispose of any goods left by you in the room and to recover the proper costs of storage and sale from the proceeds, with any balance to be paid by you.

9.2. Termination by you

You have the right to terminate this Resident Contract by giving us written notice as follows:

- a) in the case of a **Permanent residency**:
 - i. where there has been a material breach by us of the Resident Contract which continues after you give us a request in writing asking us for the breach to be remedied. If terminating in this case, you will need to give us at least fourteen (14) days' written notice of termination; or
 - ii. by you giving us at least twenty eight (28) days' written notice of termination; or
- b) in the case of a **Short Stay residency**, by giving us at least seven (7) days' written notice of termination.

10. Medication

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

10.2. If you have not signed a self-medicating agreement but wish to self-administer any non-prescribed medications and treatment creams e.g. Paracetamol, you or your Nominated Representative should inform the Home manager before doing so and we accept no responsibility and will have no liability in such circumstances unless due to any negligence or default by us or by any of our agents or employees.

10.3. You must ensure any medication you are self-administering is kept locked securely in your room (in the lockable cupboard provided in your room).

11. Data Protection

Under data protection law we have given the Information Commissioner formal notice that we handle personal information. We have to tell you about your rights under data protection law. Privacy notice is available upon request.

12. Liability

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

13. Notices

13.1. Any notice to you may be validly given if sent by recorded delivery post or hand delivered to you.

13.2. Any notice from you to us may be validly given if sent by recorded delivery post or hand delivered to the Home manager.

13.3. Where a Funding Authority or any other person has agreed to pay your fees, notices to you or from you also need to be sent by recorded delivery post or hand delivered to them.

13.4. Notices sent by post will be deemed to be received forty eight (48) hours after posting.

14. Variation

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

15. General

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

15.2. This Resident Contract is between you (including any Nominated Individual and / or Guarantor) and us. No other person shall have any rights to enforce any of its terms.

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

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

15.5. If you are not happy with any aspect of the service we provide you under this Resident Contract, you have the right to invoke our Complaints Procedure and this is available on request from any member of staff at the Home.

15.6. By agreeing to this contract you also give consent for the use of materials, photographs, text and video content to be used within the marketing of any part of the group. If you do not require this please advise against the consent by speaking to the direct contact at the service in question.

16. Governing Law

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

SCHEDULE 1

FEES - SELF-FUNDED RESIDENTS

1.1. Fee Payable

TOTAL FEE (PER WEEK) - £[] (inclusive of VAT)

DEPOSIT - £[] (inclusive of VAT)

Your fees are calculated on a per day basis and therefore you will be charged according to how many days there are in each calendar month.

- (a) Please note if you enter the Home as a **Self-Funded Resident** the Deposit is payable in advance prior to your admission to the Home.
- (b) [If you have previously received a **Funding Authority Contribution** or **other third party** contribution towards payment of the Total Fee and this is stopped then the Deposit is payable on the date that such a contribution is stopped.]
- (c) The Deposit will be used to pay the first months worth of fees due to us. After this time, you will be required to pay the Total Fee set out above on a monthly basis [in advance].

We will send you an invoice as and when any fees are due from you and these invoices are payable [within 7 days].

- (d) If you leave the Home for any reason, we will promptly refund to you the Deposit actually paid after we have deducted the fees payable for the total duration of your stay at the Home.

1.2. Paying for your care

- a) Paying for your care is an important commitment. We strongly advise you to speak to a financial adviser or other competent professional to ensure you are able to meet your commitment to pay our fees.
- b) If during your residence your funding sources change for any reason, then you or any third party who intends to make a contribution to your fees, may be asked to sign a new Resident Contract (as well as you and your Nominated Representative and/or any Guarantor) that will detail the amount of any contribution required from that third party. That new Resident Contract will replace this Resident Contract.
- c) Payment of invoices should be made by 'GoCardless' which is an electronic payment method (a link will be sent out from the finance department with the first invoice). Or Payment can be made by Direct Debit. If you have not completed a Direct Debit form or if a Direct Debit payment is rejected, we reserve the right to re-charge you any proper costs and expenses we incur as a result.
- d) If we do not receive full payment from you or your Guarantor within thirty (30) days of any payment becoming due, we shall have the right to charge interest at the rate per annum (accrued on a daily basis) of 3% above the Bank of England base rate from time to time, from the date the payment became due until the date payment is actually made.

1.3. Absence

Where you are absent from the Home for a temporary period not exceeding four (4) weeks we will keep your room available for you unless we agree with you otherwise. Fees will still be payable in full during any period of absence while we keep the room for you. If your absence continues for longer than four (4) weeks, we shall only charge you 80% of the Fees payable for any period of absence after this four (4) week period. We are of course happy to discuss any period of absence with you or your Nominated Representative to ensure you are not being charged fees unnecessarily during any period of prolonged absence from the Home.

1.4. Death

In the event of your death any fees outstanding will be charged to your estate and shall be payable in accordance with this Resident Contract. For the avoidance of doubt you shall be liable for fees up to and including the date of your death but we shall not charge

you any fees after this date.

1.5. Fee Reviews

- a) We will review and may increase the fees under this Resident Contract annually, usually in April. Annual increases will reflect:
 - i. inflation (by reference to the Retail Prices Index (or any successor index)); and
 - ii. increases in our costs.
- b) Apart from the annual change in your fees, we may also change your fees during a year if:
 - i. the level of care you require changes or if you move into a different room (at your request). You will be charged the appropriate rate for the new level of care or different room from the date of the change. Details of fees for particular rooms and levels of care are available upon request; or
 - ii. changes in legislation or regulatory requirements result in an increase to us in the cost of providing care and / or residence at the Home.

Any such exceptional increase will be notified to you as soon as practicable after we become aware of such increase and at the same time we will notify you of the date from which the changes will be applied.
- c) We will provide you with at least twenty eight (28) days' written notice of your new fees before they take effect except in the case of increases under paragraph 1.5 a)i above.

SCHEDULE 2

FEES

FUNDING AUTHORITY OR THIRD PARTY FUNDED

1.1. Fee Payable

TOTAL FEE (PER WEEK) - £[] (inclusive of VAT)

DEPOSIT - £[] (inclusive of VAT)

Your fees are calculated on a per day basis and therefore you will be charged according to how many days there are in each calendar month.

- a) The fee payable from your admission to the Home is the Total Fee set out in the Admission Schedule, for the avoidance of doubt you will be responsible for payment of the Total Fee until notification has been received from a Funding Authority confirming the Funding Authority's contribution to the Total Fee, if applicable.
- b) If we do not receive full payment from you or your Guarantor / third party contributor within thirty (30) days of any payment becoming due, we shall have the right to charge interest at the rate per annum (accrued on a daily basis) of 3% above the Bank of England base rate from time to time, from the date the payment became due until the date payment is actually made.

1.2. Top Up and Third Party Payments

- a) If on admission to the Home or at a later time when this Schedule 2 applies (because you begin receiving a Funding Authority contribution) your relevant Funding Authority has agreed to fund your placement in the Home but the funding rate offered by them is below the Total Fee, then a Top Up or Third Party contribution towards the Total Fee payable, is required.

You, your Guarantor or a third party must pay the Top Up or Third Party contribution and we shall detailing the Top Up or Third Party contribution, except in the case of top ups of NHS funding (other than the Funding Nursing Care Contribution).

- b) Furthermore, if during your residence your funding sources change for any reason, then you or any third party who intends to make the Top Up or Third Party contribution may be asked to sign a new Resident Contract (as well as you and your Nominated Representative and/or any Guarantor) that will detail the Top Up or Third Party contribution required from that third party. That new Resident Contract will update this Resident Contract.
- c) Whether or not a third party agrees to pay the Top Up or Third Party contribution, your Guarantor will be liable to pay it to us except to the extent it is actually paid by you or a third party.

- d) Payments due to us by any Funding Authority are governed by a separate legal agreement between us and the Funding Authority.

1.3. **Payment during applications for external funding and changes in your circumstances**

- a) If you have applied, or apply at any time during your residence at the Home, for an Funding Authority to fund all or part of the fees payable under this Resident Contract (a “**Funding Application**”), that application may take some time. While any Funding Application is being processed, the Total Fee and any other fees payable under this Resident Contract will be payable by you until your Funding Application is successful, when paragraph (b) below will apply.
- b) If your Funding Application is successful and a Funding Authority agrees to fund all or part of the fees payable under this Resident Contract, then the amount of fees payable by you under this Resident Contract will be reduced by the amount that the Funding Authority agrees to pay, but your Guarantor, or a private third party, will need to continue paying any amounts that the Funding Authority does not agree to pay (including any increases under paragraph 1.6 below (Fee Reviews)).
- c) If your Funding Application is successful and a Funding Authority agrees to fund all or part of the fees payable under this Resident Contract retrospectively, then to the extent that those retrospective payments are for fees which have actually previously been paid by you or on your behalf, we will refund them upon receipt of the relevant retrospective payments from your Funding Authority.
- d) If you make a Funding Application, please tell us by informing the Home manager.
- e) If there are any changes in your financial circumstances that would affect your eligibility for funding from a Funding Authority, you must let us know as soon as possible by informing the Home manager or Home administrator. If such changes result in you exceeding the relevant Funding Authority’s funding threshold and you wish to remain at the Home, we will require you, any Nominated Representative you have and (if we so require) a Guarantor accepted by us, to sign a new Admission Schedule to reflect the change in the sources of funding for your care.

1.4. **Absence**

Where you are absent from the Home for a temporary period not exceeding four (4) weeks we will keep your room available for you unless we agree with you otherwise. Fees will still be payable in full during any period of absence while we keep the room for you. If your absence continues for longer than four (4) weeks, we shall only charge you 80% of the Fees payable for any period of absence after this four (4) week period. We are of course happy to discuss any period of absence with you or your Nominated Representative to ensure you are not being charged fees unnecessarily during any period of prolonged absence from the Home.

1.5. Death

In the event of your death any fees outstanding will be charged to your estate and shall be payable in accordance with this Resident Contract. For the avoidance of doubt you shall be liable for fees up to and including the date of your death but we shall not charge you any fees after this date.

1.6. Fee Reviews

- a) We will review and may increase the fees under this Resident Contract annually, usually in April. Annual increases will reflect:
 - i. inflation (by reference to the Retail Prices Index (or any successor index)); and
 - ii. increases in our costs.
- b) Apart from the annual change in your fees, we may also change your fees during a year if:
 - i. the level of care you require changes or if you move into a different room (at your request). You will be charged the appropriate rate for the new level of care or different room from the date of the change. Details of fees for particular rooms and levels of care are available upon request; or
 - ii. changes in legislation or regulatory requirements result in an increase to us in the cost of providing care and / or residence at the Home.

Any such exceptional increase will be notified to you as soon as practicable after we become aware of such increase and at the same time we will notify you of the date from which the changes will be applied.

- c) We will provide you with at least twenty eight (28) days' written notice of your new fees before they take effect except in the case of increases under paragraph 1.6 b) i) above.

SCHEDULE 3

GUARANTEE AGREEMENT

This Guarantee Agreement is made between:

(1) [BELMONT CO]

(2) (full name)

of address:

.....
.....
.....

Telephone No:

.....

(the “**Guarantor**”)

1. This Guarantee Agreement forms part of the Resident Contract for resident (.....), a copy of which has been provided to the Guarantor.
2. The Guarantor acknowledges that they have received a copy of the Resident Contract and that they understand its terms. The Guarantor also acknowledges and understands that this Guarantee Agreement creates legally enforceable obligations by which the Guarantor is bound. As a result of signing this Guarantee Agreement, the Guarantor understands that [Belmont Co] will be entitled to recover from the Guarantor monies owed to it by the Resident. [Belmont Co] can claim and recover any such monies from the Guarantor, without needing to bring a claim against the Resident.

3. Guarantee

In consideration of [Belmont Co] agreeing to provide accommodation and care services to the Resident pursuant to the Resident Contract, the Guarantor agrees, as primary obligor, to indemnify [Belmont Co] against any costs, losses, expenses or damages suffered as a consequence of a material breach or non-performance by the Resident of their obligations pursuant to the Resident Contract. The Guarantor shall pay [Belmont Co] any monies due under this Guarantee Agreement on demand, without set off, counterclaim, other deduction, or withholding for or on account of any taxes.

4. This Guarantee and the Guarantor’s liability for Belmont ’s fees and charges payable under this Guarantee Agreement:

(a) shall not be reduced, terminated or otherwise prejudiced by:

- (i) any variations that are made from time to time to the Resident Contract or the services to be provided under it; or
 - (ii) any variations that are made from time to time to the charges to be paid under the Resident Contract; or
 - (iii) any other matter which might prejudice such guarantee or liability; and
- (b) shall continue throughout the term of the Resident Contract, except that the Guarantor shall be entitled to terminate this guarantee and the Guarantor's liability for future charges to [Belmont] by giving at least four weeks' notice in writing to the Company, provided that if the Guarantor does give such notice of termination:
- (i) the Guarantor shall remain liable under this Guarantee Agreement for [Belmont's] fees and charges accrued but unpaid before the expiry of such notice given by the Guarantor; and
 - (ii) [Belmont's] shall be entitled, but not required, to terminate the Resident Contract by giving fourteen (14) days' written notice.

5. Guarantor's Declaration

I confirm that before I signed this Guarantee Agreement I was recommended by [Belmont Co] to take independent legal advice. I also confirm that I fully understand the obligations placed upon me by this Guarantee Agreement.

EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of it.

I HAVE BEEN PROVIDED WITH A COPY OF THIS RESIDENT CONTRACT AND I HAVE READ, UNDERSTAND AND AGREE TO ITS TERMS.

Signature

RESIDENT NAME OR NOMINATED REPRESENTATIVE

Date

Further, I expressly request that you undertake the work required to provide me with services under the terms of this Resident Contract (and in accordance with the assessment of needs undertaken by [Belmont]) before the end of the Cancellation Period. I understand that I can still cancel this agreement within the Cancellation Period, but that you can charge me for the services provided up to that point.

Signature

Date

SIGNED FOR AND ON BEHALF OF [BELMONT] BY

Signature

Date