

RESIDENT CONTRACT

1. OBLIGATIONS OF THE COMPANY

- 1.1 The Company will provide all accommodation, light, heat, bed linen, cleaning, maintenance, personal laundry, food, drinks (including special diet if needed) and outings. Any additional services provided by the Company will be deemed as "Extra Services". Examples would include chiropody, newspapers, hairdressing and spa treatments within the onsite salon, subscriptions to Sky, online services etc...
- 1.2 The Company will provide the Services using the levels of care, skill and diligence reasonably expected of a competent provider of the Care Type Dementia Residential and personal care services.
- 1.3 The Company will comply with the Health and Social Care Act 2008 and other relevant legislation.
- 1.4 The Company will conduct itself in accordance with its statement of purpose, which is available to the Resident upon request.
- 1.5 The Company will provide appropriately experienced, trained and qualified staff in 24 hour attendance sufficient to meet the ordinary needs of the Resident, however this does not include continuous one to one care. Where one to one care is assessed as needed, additional charges will be made, after consultation with the resident, relative, next of kin, CHC, social worker etc. The Company will endeavour to provide notice of this type of change but it reserves the right to act without notice in the case of maintaining resident and care home safety.
- 1.6 Upon the request of the Resident or representative of the Resident, the Company will endeavour to procure additional suitable Extra Services, these are not included in the weekly fee and will be separately payable. Examples would include services such as provision of hearing aids, dental treatment not covered under the NHS etc.
- 1.7 The Company will accommodate the Resident's furniture and possessions at the discretion of the Home Manager at the full responsibility of the Resident (**including insurance**). If an item of furniture is deemed to be either defective, dangerous or an infection control issue the Company may require it to be removed.
- 1.8 Upon request the Company will prepare a property list as at the Arrival Date and ask a representative of the Resident to countersign the list. Whilst this will be periodically updated, the Company cannot be responsible to track items which may be taken away by a relative. The Company will take reasonable care of residents' possessions, particularly while the Resident is absent from the care home, e.g. during a period of hospitalisation.
- 1.9 The Care Home will obtain medication prescribed by the Resident's GP or other Doctor. In the case of private doctors the medication may be chargeable and this charge will be passed on to the Resident.
- 1.10 Occupation does not constitute a tenancy within the meaning of the Rent Acts. Every effort will be made to accommodate the Resident in the Designated Room. The Company may terminate the right to occupy a particular room should this prove necessary due to an emergency or repair work, changes in funding type or for any other good reason (at the Company's sole discretion). Other than in the event of emergency or repair works, the Resident will be provided with four weeks notice including the reasons for the change.
- 1.11 Where a Reservation Fee is paid, this entitles the Resident to the Designated Room for the period between the Fee Start Date and the Arrival Date. In the event that the Resident wishes to reside in the care home during this period, one weekday's notice is to be provided to the Care Home.

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2. OBLIGATIONS OF THE RESIDENT

- 2.1 The Resident will provide sufficient and adequate clothing, clearly and permanently marked with the Resident's name prior to admission using printed nametapes. The Resident should submit for laundering only those clothes suitable for machine washing and drying. Although all due care will be taken, the Company will not accept responsibility for damage to clothing that should properly be hand washed or dry cleaned, or loss of inadequately named clothing.
- 2.2 The Resident must arrange, if necessary, for a suitable representative to deal with their financial affairs, as the Company will not act as the Resident's advocate or attorney.
- 2.3 The Company operates a no smoking policy. In special circumstances the Home Manager may (but without obligation) accommodate a Resident who wishes to smoke in a suitably designated place in accordance with the Smoking Regulations 2007.
- 2.4 The Resident must advise the Home Manager of any alcohol consumed in addition to that provided within the home, and agree to restrict its consumption to a reasonable level having regard to other Residents.
- 2.5 No gratuities shall be paid or gifts made to individual members of staff without the written consent of the Care Home Manager.
- 2.6 All electrical items are tested upon admission and thereafter on an annual basis. No additional apparatus for heating the premises or electrical extension cables may be brought into the Home. The Company reserves the right to ask for potentially unsafe items or items without current electrical test compliance to be removed.
- 2.7 The Resident and relatives are required to familiarise themselves with the fire regulations in force, the fire exits and the fire drill. In particular, but without limitation, the lift should never be used in the event of a fire and doors with automatic self-closing devices must not be prevented from closing at any time.
- 2.8 Any soft furnishing items such as curtains, easy chairs and bedspreads are required to comply with the current fire safety requirements and should be made of flame retardant fabrics.
- 2.9 Except with the prior written approval of the Home Manager, we are unable to accept pets residing with residents. However, we do encourage relatives to bring their pets in whenever possible (but at our sole discretion, we reserve the right to refuse pets). Visiting animals are not permitted in the dining room during meal times and are not permitted in the main kitchen at any time. Where pets are accepted, the Resident must fully adhere to our Pets Policy (available upon request from the Home Manager).
- 2.10 The Resident is asked to observe all security arrangements made by the Company and to report any matters immediately that may be relevant to the security of any Resident, staff member or property.
- 2.11 The Resident is asked to ensure that noise levels from their room do not cause discomfort to other Residents or staff and are not audible outside the room between 11 pm and 8 am.
- 2.12 No notices, clothes, or other objects may be displayed either outside or so as to be visible outside the Resident's room except with the consent of the Home Manager.
- 2.13 The Care Home must be notified of any drugs or medications prescribed for or taken by Residents. In the interests of the Resident's safety and well-being, the Company reserves the right to supervise the possession, use and consumption of all drugs and medicines. The Company carries out a Self-Medicating Assessment to enable those Residents who wish to Self-Medicate to do so safely.
- 2.14 The Resident should supply the Company with true and accurate information about their state of health and their care needs and ensure they are registered with a local GP if they do not wish to make use of our visiting GP.

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- 2.15 Visitors may call in at the Home at any time. All Visitors must sign in and out for reasons of fire safety, and, we respectfully request not to visit too late at night unless by prior arrangement with the Home Manager.
- 2.16 The Resident must notify the Care Home if temporarily absent from the Home for whatever reason (e.g. trips out even for a short period, visits to relatives and friends, hospitalisation). Similarly on return, the Resident must inform the Care Home.
- 2.17 The Resident is liable for all damage (other than fair wear and tear) caused to the property of the company or any other resident through any wrongful act or omission on the Resident's part or the storage or use by the Resident of any of their person possessions.
- 2.18 Residents are obliged to behave in a courteous and responsible manner towards staff, other residents and visitors to the home and to comply with reasonable instructions issued by the Care Home staff.
- 2.19 Where the Resident is not the fee payer, the person entering into the contract will use reasonable endeavours to ensure that the Resident complies with the provisions of Section 2, to the extent that compliance is within the reasonable control of the Resident.
- 2.20 The Resident is required to provide a pocket monies deposit of £100 on admission. Any balance not used during their stay will be reimbursed following discharge from the home. This pocket money will typically be used to purchase items from the shop not included in the fee, or on external shopping trips.
- 2.21 The Resident is to inform the Home in writing at least six months prior to their capital reaching the Local Authority higher threshold (£23,500 until April 2020).
- 2.22 The home will be purchasing a labelling machine; this facility is available for all. If you decide not to take up this facility then the company cannot accept any responsibility for lost clothing.

3. MAKING YOUR FEELINGS KNOWN

- 3.1 The Company is committed to the highest standards of openness and accountability and welcome constructive suggestions about how the Care Home can be improved to meet the residents' needs. However, it is recognised that from time to time there is a wish to complain formally about the Company and this is seen as a means to improve the Company. The Company operates a whistle-blowing policy, which is for the protection of any individual wishing to make a suggestion or complaint.
- 3.2 The Company aims to keep the complainant informed about stages and timescales for the process of responding to a complaint and to ensure that complaints are dealt with promptly and effectively.
- 3.3 The first step is to bring the complaint to the attention of the senior member of staff on duty at the Care Home, either verbally or in writing. Should the complainant feel that the matter has not been dealt with adequately, or if preferred, the complainant should arrange to see the Home Manager with an accompanying letter explaining the nature of the complaint.
- 3.4 The Home Manager will document the complaint and will respond in writing within twenty eight days of receiving the complaint. A full investigation into the details surrounding the complaint will be instigated.
- 3.5 If the complainant is still dissatisfied with the response to the complaint, or if preferred, the complainant should bring the matter to the attention of the Directors at Nova House, 2 Hall Farm Way, Smalley, Derbyshire, DE7 6JS or Directors@majesticare.co.uk.
- 3.6 If the complainant still feels that the matter has not been dealt with adequately, or if the complainant wishes to refer the complaint further at any stage, the matter may be referred to

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the Care Quality Commission by e-mail at enquiries@cqc.org.uk or by telephone on 03000 616161.

4. FEES AND PAYMENT

- 4.1 The Initial Fees Payable are payable by cheque with the return of this contract.
- 4.2 Any Reservation Fees paid are non-refundable.
- 4.3 Any Booking Fee paid is deductible from the amount payable for the first full month's residency at the Care Home.
- 4.4 Except as specified in Clause 4.5, the Private Payer Fee is invoiced and is payable a calendar month in advance and calculated as one seventh of the Private Payer Fee multiplied by 365 days, divided by 12 month.
- 4.5 If the Arrival Date is part way through a month, the Private Payer Fee will be invoiced from the Arrival Date to the end of that month, payable within fourteen days from the invoice date. Subsequent invoicing and payments will be in accordance with Clause 4.3.
- 4.6 The Company will produce a standing order form for the Private Payer to present to their Bank. Any fees for residency at the Care Home not settled by standing order may be liable to an administration fee of £5.
- 4.7 The Company will invoice Extra Services to the Private Payer monthly in arrears or as soon as practicable. These invoices are due and payable within fourteen days from the invoice date.
- 4.8 Total Weekly Fees 50 are reviewed annually, effective from 1 April. One month's notice of fee changes will be provided to the Private Payer. The review will be primarily reflective of the changes in costs incurred by the Company in providing its service.
- 4.9 The Company reserves the right to recharge one to one care at agency rates where the one to one care has to be provided at short notice to maintain resident safety and the Care Home has insufficient staff resources to provide cover.
- 4.10 The Company will reduce fees by 10% for temporary non-cumulative periods of absence in excess of six weeks.
- 4.11 Where nursing care is being provided, the Care Home will arrange for the Resident to be assessed for NHS Funded Nursing Care ("FNC"). Any FNC received is retained by the Company in recognition of the nursing need of the resident.
- 4.12 Where fees are not paid on time, interest will accrue on the overdue amount at an annual rate of 8% above the Yorkshire Bank plc base rate. Resulting administrative and legal expenses will be charged to the Private Fee Payers .

5. NOTICE PERIODS, REFUNDS AND TERMINATION

- 5.1 Notice of termination of this contract may be given by the Resident, the Private Payer or the Company by writing to the other parties. The Notice Period length from admission date is:-
 - 5.1.1 Short Stay resident – two weeks
 - 5.1.2 Permanent resident – four weeks (except as specified in Clause 5.2)
- 5.2 The length of Notice Period provided by the Company from admission date is reduced to one week in the following exceptional cases:-
 - 5.2.1 Where the Care Home has reassessed the Resident and cannot meet their needs; or
 - 5.2.2 Upon a serious or persistent breach of contract by the Resident.
- 5.3 The length of Notice Period provided by the Resident and/or the Private Payer from admission date is reduced to one week in the following exceptional cases:-
 - 5.3.1 Where the Resident moves permanently into hospital or other acute care at short notice; or
 - 5.3.2 Upon death of the Resident.

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- 5.4 Any notice to be given shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at the addresses detailed on page 1 of this contract, or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, two days after posting.
- 5.5 The Company will refund the balance of any fees paid in advance which are beyond the end of the Notice Period, net of any other fees outstanding (for example fees for Extra Services).
- 5.6 Termination does not affect any rights or remedies that have accrued to either party.
- 5.7 Upon termination of this contract, the Resident is required to leave the Care Home and the room is to be clear of the Resident's personal effects. In the event that the room is not cleared by the termination date, further fees will be payable until the room has been cleared.
- 5.8 The Company can dispose of, without liability, any Resident's property left at the Care Home after more than one month from the termination of this contract.

6. LIMITATION OF LIABILITY

- 6.1 The Company shall be under no liability for any failure to perform any of its obligations if and to the extent that the failure is caused by act of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, fires, breakdowns, interruptions of transport, governmental action or restriction, shortages of labour, delay in supplier deliveries or any other cause whatsoever (whether or not similar to the foregoing) outside the control of the Company.
- 6.2 Other than the Companies' statutory liability to the Resident and death or personal injury resulting from the negligence of the Company, the Companies' liability under this contract is limited to the lower of the actual fees paid by the Private Fee Payer or the previous twelve months fees paid by the Private Fee Payer.

7. ADDITIONAL TERMS

- 7.1 The Private Fee Payer or Resident may not assign their rights and obligations in this contract without the prior written consent of the Company. The Company may assign their rights and obligations (or any part) without the Private Fee Payer's or Resident's written consent.
- 7.2 Nothing in this clause shall exclude any liability which either party would otherwise have to the other party, or any right which either of them may have to rescind this contract, in respect of statements made fraudulently or dishonestly by the other party prior to the execution of this contract, or any rights which either of them may have in respect of fraudulent or wilful concealment by the other party.
- 7.3 The Company is committed to protecting privacy and fulfilling its obligations under UK Data Protection Laws. Personal information, such as contact details, that are provided to us will be kept and used in accordance with our Privacy Policy, which is available upon request.
- 7.4 The invalidity, illegality or unenforceability of any provision of this contract shall not affect the continuation in force of the remainder of this contract.
- 7.5 No waiver by either party of any breach or non-fulfilment by the other party of any provision of this contract shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of this contract and no failure to exercise or delay in exercising any right or remedy under this contract shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this contract shall preclude or restrict the further exercise of any such right or remedy.
- 7.6 No material variation of this contract shall be valid unless it is in writing and signed by or on behalf of each of the parties to this contract.

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- 7.7 A person who is not party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 7.8 This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, contracts, or agreements, whether oral or written.
- 7.9 This contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.