



**MELROSE CARE LIMITED
RESIDENT'S CONTRACT**

Date:

BETWEEN:

- (1) **MELROSE CARE LIMITED** (Company No: 05318363) ("**MELROSE CARE**") whose registered office is 7-11 Wykeham Road, Worthing, West Sussex, BN11 4JG;
- AND
- (2) of [Melrose Care Home 7-11 Wykeham Road, Worthing, BN11 4JG] (the "**RESIDENT**").

MELROSE CARE'S PROMISE TO THE RESIDENT

The Resident's Room is designed to be relaxing and comfortable. The Home will provide a range of activities, interests and hobbies that the Resident may wish to pursue. The choice of how much, or how little, the Resident joins in is up to them.

BACKGROUND

- (A) Melrose Care provides convalescence, long term care, respite care and at-home care.
- (B) The Resident wishes to receive the Specified Services.
- (C) Melrose Care is an organisation appropriately qualified and capable of providing the Specified Services required by the Resident.
- (D) Melrose Care and the Resident have agreed to enter into this Contract to set out their respective rights and obligations for the provision of the Specified Services by Melrose Care to the Resident.

1. INTERPRETATION

1.1. In this Contract –

'AUTHORISED REPRESENTATIVE' means Representative of Resident



'CARE PLAN' means the care plan for the Resident from time to time.

'CONTRACT' means this agreement entered into between Melrose Care and the Resident (and any subsequent variation of it).

'DATA PROTECTION LEGISLATION' (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/678) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

'HAZARD' means any material, substance or organism which, alone or in combination with others, is capable of causing harm.

'HOME' means 7-11 Wykeham Road, Worthing, West Sussex, BN11 4JG.

'MELROSE CARE'S STANDARD CHARGES' means the charges shown in Schedule 1 annexed to this Contract.

'ROOM' means room number [number] situated at the Home (or as may be varied from time to time in accordance with this Contract).

'SPECIFIED SERVICE' means the services to be provided by Melrose Care for the Resident referred to in the Care Plan.

'TRIAL PERIOD' means the period of one (1) month commencing from the date of admission.

- 1.2. The headings in this Contract are for convenience only and shall not affect their interpretation.
- 1.3. "Writing" includes emails. When the words "writing" or "written" are used in these terms, this includes emails.

2. SUPPLY OF SERVICES AND ASSESSMENTS

- 2.1. Melrose Care shall provide a range of care based on an assessment of the strength, needs and risks of the Resident ("**Assessment**"). The Assessments will be recorded in the Care Plan. The Care Plan will be personalised for the Resident and designed to help the Resident meet all their care needs.
- 2.2. The Care Plan will be reviewed regularly with the care professional involved in the Resident's care.
- 2.3. Assessments will normally be in person, unless the Resident is known to Melrose Care.
- 2.4. If the Resident is known to Melrose Care, the Assessment may take place over the phone.

- 2.5. In exceptional circumstances (e.g. if the Resident is located far away from where Melrose Care is based), an over the phone Assessment may be carried out through discussion with other health care professionals in the Resident's area who have knowledge of the Resident.

3. TRIAL PERIOD

- 3.1. Melrose Care understands that the decision to move into the Home is important, and therefore each Resident is accepted initially on a one (1) month's trial basis, ("the Trial Period".)
- 3.2. One (1) months of Melrose Care's Standard Charges should be paid in advance of the Trial Period.
- 3.3. Both parties shall review whether the Resident's stay will continue at the Home throughout the Trial Period. If either party decides not to continue the residency, then that party shall give a minimum of 2 weeks' notice after which the residency will end.

4. MOVING ROOMS

- 4.1. In the event that the Resident should wish to move to an alternative room in the Home then provided that:
- 4.1.0. the desired room is available;
 - 4.1.1. either the Resident or the Authorised Representative has given express consent to the move; and
 - 4.1.2. prior consultation has been undertaken with the Resident's relatives and if applicable, the Authorised Representative;

Melrose Care will arrange the transfer subject to any reasonable variation (agreed mutually) of Melrose Care's Standard Charges.

- 4.2. Should the Resident at any time be unable to pay Melrose Care's Standard Charges, Melrose Care will use their reasonable endeavours to transfer the Resident to another room in the Home potentially with a reduced fee payable without prejudice to Melrose Care's right to ask the Resident to find alternative accommodation and/ or terminate the Contract.

5. FURNITURE, PERSONAL ITEMS AND PERSONALISATION OF THE ROOM

- 5.1. Provided there is suitable space within the Resident's room, the Resident may by prior consent of Melrose Care transfer with them items of furniture and items of personal or sentimental value ("**Personal Possessions**") provided they do not constitute a Hazard.
- 5.2. Any permission given to the Resident either in respect of this clause 5 will be subject to the following conditions:

- 5.2.0. Personal Possessions are kept at the Resident's risk;
 - 5.2.1. Personal Possessions shall be insured by the Resident with appropriate cover at all times;
 - 5.2.2. although Residents are encouraged to have a small supply of cash, large amounts must not be left in the room and shall be kept in the Home's safe. The Home shall keep a running balance of such sums held in the safe;
 - 5.2.3. clothing should be marked with the Resident's name and should be machine washable and tumble dryable; and
 - 5.2.4. all electrical Personal Possessions must be PAT tested before use.
- 5.3. If the Resident should wish to personalise the Room, they should seek prior written consent from Melrose Care and provide Melrose Care at the time of request with details of the personalisation desired.
- 5.4. The costs of implementing the personalisation will be borne by either the Resident or Melrose Care depending on the following:
- 5.4.0. if Melrose Care are able implement the personalisation by utilising their existing staff then this shall be at no extra cost to the Resident; or
 - 5.4.1. if Melrose Care are unable implement the personalisation by utilising their existing staff the Resident shall cover the reasonable costs of doing so. Melrose Care can assist the Resident in carrying out the permitted personalisation by liaising with third parties such as tradespersons, deliverymen etc.

6. SMOKING AND ALCOHOL

- 6.1. Melrose Care has a strict no smoking policy operated in the Home.
- 6.2. Alcohol is generally permitted with meals and on social occasions.
- 6.3. Any additional alcohol can be provided at the Resident's own expense and after consultation with the care manager.

7. PETS

- 7.1. Resident's pets will not be accepted unless there are exceptional circumstances in which case Melrose Care may provide consent (subject to a risk assessment and negotiations with the care manager).
- 7.2. Any permission given to the Resident in respect of this clause 7 will be subject to the following conditions:
 - 7.2.0. Pets are kept at the Resident's risk; and
 - 7.2.1. Pets shall be insured by the Resident with appropriate cover at all times.
- 7.3. Melrose Care reserves the right to later revoke the permission for the Resident to have a pet at the Home.

8. FEES AND PAYMENT TERMS

- 8.1. The Resident shall pay Melrose Care's Standard Charges and any additional sums which are agreed and/ or payable in accordance with this Contract (or any variation of it).
- 8.2. Melrose Care's Standard Charges are payable from the date of the Home completing a suitability assessment and it being mutually agreed that the Resident should move to the Home.
- 8.3. If this Contract is cancelled prior to the Resident being transferred to the Home, then Melrose Care's Standard Charges will be charged on an apportioned basis from the date of this Contract up to and including the date of cancellation.
- 8.4. Melrose Care's Standard Charges will be reviewed annually on 1st January ("**Annual Review**").
- 8.5. At the Annual Review the following will be considered:
 - 8.5.0. inflationary rises and other costs fluctuations in the provision of nursing care; and
 - 8.5.1. changes in NHS contributions (including FNC) received by Melrose Care towards the Resident's costs through the preceding year.
- 8.6. Melrose Care's Standard Charges are to be paid in advance by the specified methods:
 - 8.6.0. for the Trial Period only by cheque or Bacs; and
 - 8.6.1. in all other cases, by standing order with payments to be received in advance by 1st day of each month.
- 8.7. Any additional services or expenses will be invoiced and are payable within 30 days of receipt of the invoice.
- 8.8. If a resident is funded by a Council or CCG then it is likely that the Council or CCG will pay all or part of the fees due to Melrose Care. If during the residents stay at Melrose Care it becomes apparent that the funding paid by the council or CCG will cease, then an urgent meeting, withing 2 working days will need to be arranged with the resident/ their representative and Melrose care. This meeting will discuss future funding. If the resident or their representative are not able to pay Melrose Care fees stated in this contract, then they will need to find alternative accommodation. If there is a period where funding has stopped and the resident has not moved to alternative accommodation, then this period of stay will need to be paid for by the resident. The Council or CCG do not normally pay for additional charges like newspapers and hairdressers. These will need to be paid for by the residents (please see schedule 1 – Additional Charges).

9. INTEREST ON LATE PAYMENTS

Melrose Care shall charge interest if any payments are not made by their respective due date on the overdue amount at the rate of 4% above the base lending rate from time to time of The Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Resident must pay Melrose Care interest together with any overdue amount.

10. TEMPORARY ABSENCE FROM THE HOME

Melrose Care's Standard Charges will be payable for a Resident who vacates the Home for a temporary period of time (i.e. a hospital stay). This is to ensure that the Room is reserved for the Resident.

11. EVENTS OUTSIDE MELROSE CARE'S CONTROL

Melrose Care will not be responsible for delays or non-performance outside its control. If Melrose Care's supply of the Specified Services is delayed by an event outside its control, then Melrose Care will contact the Resident as soon as possible to let the Resident know and Melrose Care will take steps to minimise the effect of the delay. Provided Melrose Care do this it will not be liable for delays caused by the event, but if there is a risk of substantial delay the Resident may contact us to end the contract and receive a refund for any payment made in advance for which the Resident has not received the benefit of.

12. TERMINATION DUE TO DEATH OF THE RESIDENT

12.1. In the event of the Resident's death this Contract will end and payment of fees will cease 7 days following the date of the Resident's death. The period which fees may be charged may be extended to 10 days at our discretion if the Resident's room has not been cleared of possessions. This period may be less if Resident's Room has been cleared of the Resident's possessions and is re-occupied before the 7 days' period has expired.

12.2. Melrose Care require possessions to be removed within 7 days following the Resident's death. If this is not possible, Melrose Care will store the items in the Resident's Room for up to 10 days and the standard charge shall apply for this period.

12.3. If possessions have not been collected after 10 days, Melrose Care will provide notice to the Resident's estate of Melrose Care's intention to dispose of the belongings, which may include their re-sale. A reasonable storage charge may be levied from the date 10 days after death until such time as the Resident's possessions have been disposed of. Any costs associated with the disposal will be charged to the Resident's estate and any money obtained, if belongings are sold, will be credited to the Resident's estate.

12.4. Once all of the provisions of this Clause 12 have been complied with, if the Resident has made payments in advance and has made overpayments or



Melrose Care are holding money on the Resident's behalf, then this will be refunded to the Resident's estate within 28 days of the Resident's death.

12.5. Melrose Care and the Resident's representatives shall be entitled to agree the extension of any time limits in this Clause 12.

12.6. If a resident is funded by the Council or CCG, then their terms will apply instead of above 12.1.

13. TERMINATION OF THE CONTRACT

13.1. A minimum of one (1) months' notice must be provided from either party, or such shorter period (in the case of unreasonable behaviour by the Resident or where the Melrose Care reasonably conclude it is not in the best interests of the Resident's welfare to remain a resident) as shall be mutually agreed in order to terminate the Contract.

13.2. The Resident will be charged an apportioned amount of Melrose Care's Standard Charges in lieu of notice.

13.2.0. Melrose Care may end the Contract for the following but not exclusive reasons:

13.2.1. any payments due to Melrose Care are not paid and payment is not made within 30 days of Melrose Care reminding the Resident and/or the Authorised Representative that the payment is due;

13.2.2. Melrose Care are not provided within a reasonable time of it asking, information that is necessary for Melrose Care to provide the Specified Services;

13.2.3. access is not given to the Resident's Room to enable Melrose Care to provide the Specified Services to the Resident; and

13.2.4. the Resident's condition changes to a point where the Home no longer have the resources to meet the change in needs.

13.2.5. the Resident displays unacceptable conduct to the Home, the Home's staff, or other residents.

13.3. Upon notice of termination being given to the Resident, the requirement to find alternative accommodation will be discussed with the Resident, relatives and/or Authorised Representative.

13.4. Melrose Care will use its best endeavours to assist the Resident to find alternative accommodation.

13.5. If the Resident ends the Contract unless the Resident has agreed with Melrose Care or has a right to end the Contract immediately, the Contract will not end until one (1) month after receipt of notice of the termination and the standard charges shall be applied until this end date irrespective of if the Resident vacates the room earlier Melrose Care will refund any advance



payments made for Specified Services or any other services or expenses which have not been provided.

14. LIABILITY FOR LOSS OR DAMAGE AND WARRANTIES

- 14.1. If Melrose Care fail to comply with these terms, Melrose Care will be responsible for loss or damage the Resident suffers that is a foreseeable result of its breach of the Contract or Melrose Care's failing to use reasonable care and skill, but Melrose Care are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time of the Contract was made, both Melrose Care and the Resident knew it might happen.
- 14.2. Melrose Care does not exclude or limit in any way liability to the Resident where it would be unlawful to do so. This includes liability for death or personal injury cause by Melrose Care's own negligence or the negligence of Melrose Care's employees, agents, or subcontractors for:
 - 14.2.0. for fraud or fraudulent misrepresentation; or
 - 14.2.1. for breach of your legal rights in relation to the services.
- 14.3. If Melrose Care are liable for damage whilst carrying out services for the Resident, it will make good any damage to the Resident's Personal Possessions caused by Melrose Care where damage is caused due to the negligence or improper performance of such tasks by Melrose's Care. However, Melrose Care is not responsible for the cost of repairing any pre-existing faults or damages to the Resident's Personal Possessions that are discovered while providing services to the Resident.
- 14.4. Melrose Care warrants to the Resident that the Specified Services and any other services agreed, will be provided using reasonable care and skill, as far as
- 14.5. reasonably possible, in accordance with the Care Plan and at the intervals and within the times referred to in the Care Plan.
- 14.6. Where Melrose Care supplies in connection with the provision of the Specified Service any goods supplied by a third party, Melrose Care does not give any warranty, guarantee or other term as to their quality, fitness for purposes or otherwise, but shall, where possible, assign to the Resident the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Melrose Care.
- 14.7. The Resident will be liable to cover any reasonable costs associated with deliberate damage caused by the Resident to the Home.

15. RESIDENT'S PERSONAL DATA AND THE AUTHORISED REPRESENTATIVE'S INVOLVEMENT

- 15.1. Melrose Care and the Resident acknowledge that for the purposes of the Data Protection Legislation, Melrose Care is the data controller (where **Data Controller** has the meaning as defined in the Data Protection Legislation).
- 15.2. Schedule 2 sets out the scope, nature and purpose of processing by Melrose Care, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of data subject.
- 15.3. Melrose Care shall in relation to any Personal Data processed in connection with the performance by Melrose Care of its obligations under this Contract do so in accordance with the Privacy Statement annexed to Schedule 2.
- 15.4. The Resident agrees that Melrose Care can discuss all aspects of this Contract and the Specified Services and agree changes to this Contract and the Specified Services with the Authorised Representative and can provide such Authorised Representative with copies of relevant information as required.
- 15.5. In addition, the Resident agrees that any notices to be served on the Resident will be deemed to be served on the Resident if served on such Authorised Representative at the Authorised Representatives' address stated in the definitions above or such other addresses as such Authorised Representative may designate by notice.
- 15.6. Where this Contract is signed under a power of attorney on behalf of the Resident, Melrose Care must be provided by a copy of the power of attorney.

16. DECLARATION RELATING TO REGISTRATION AND QUALITY ASSURANCE

- 16.1. The Home is registered as a care home for nursing by the Care Quality Commission. The Care Quality Commission is responsible (through assessments and inspections) for ensuring that required standards are met and maintained.
- 16.2. The Home operates a Quality Management System which has been designed to meet the requirements of relevant legislative and regulatory bodies and is reviewed regularly by the Care Quality Commission.

16.3. Melrose Care's policies and procedures are based on current legislation affecting the Home and on best practice guidelines. All our systems are designed to enhance your quality of life and should at all times respect your privacy, independence, dignity and rights whilst offering you choice and fulfilment in your daily life.

17. COMPLAINTS PROCEDURE

17.1. If the Resident has any questions or complaints about the services, care or treatment, please in the first instance discuss any complaints with either the manager or a senior care staff on duty.

17.2. If the complaint is not satisfactorily resolved, it should be referred to the Care Quality Commission. A copy of Melrose Care's Complaint's Policy is attached to this Contract.

18. TRANSFER OF THIS CONTRACT

Melrose Care may transfer this Contract to someone else. Melrose Care may transfer its rights and obligations under these terms to another organisation. Melrose Care will always tell the Resident in writing if this happens and will ensure that the transfer will not affect the Resident's rights under the Contract.

19. VARIATION OF THE CONTRACT

Melrose Care reserves the right to vary the terms of this Contract. In doing so, the Resident will give at least one (1) months' notice of any proposed change. If the Resident does agree to the change, they will have a right to terminate the Contract without incurring any penalty.

20. ENTIRE AGREEMENT

This Contract (together with the terms, if any, set out in the Care Plan) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except as specified in clause 19.

21. THIRD PARTY RIGHTS

This Contract is between Melrose Care and the Resident. No other person shall have any rights to enforce any of its terms.



22. SEVERANCE

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs 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.

23. NO WAIVER

Even if Melrose Care delays in enforcing this Contract, they can still enforce it later. If Melrose Care do not insist immediately that the Resident does anything required

under this Contract, or if Melrose Care delay in taking steps against the Resident in respect of breaking the Contract, that will not mean that the Resident does not have to do those things or prevent Melrose Care taking steps against the Resident at a later date.

24. JURISDICTION AND GOVERNANCE

The Contract is governed by English law and you can bring legal proceedings in respect of services in the English courts.

Signature of The Resident or an Authorised Representative on behalf of the Resident:

..... DATE

Signature of a Director on behalf of Melrose Care:

..... DATE

SCHEDULE 1 –

FEE SCHEDULE

Melrose Care's Standard Charge £ per week (Funded by CHC) Excluding FNC for room number:

Melrose Care's Standard Charges include:

- Full board and personal care. The personal care will be in accordance with the Resident's Care Plan. Specifically including: -
 - Provision of a warm, comfortable and safe environment.
 - Assistance when necessary with bathing, washing and mobilising.
 - Administration of prescribed medicines. Melrose Care will procure medicines from a local pharmacist.
 - Care during illness.
 - Encouragement to join in activities and events taking place in the Home in order to provide a stimulating and happy environment.

Additional Charges not included with Melrose Care's Standard Charges and at additional expense of the Resident:

- Daily papers and similar items that the Resident may wish to purchase.
- Toiletries provided by the Home; including toothbrushes, toothpaste, shaving foam, soap, shower gel, shampoo, conditioner, stredent, polygrip and deodorant [at a standard charge of £14 per month excluding razors or specific products which will be charged separately].
- Name Tags. The products we provide are 'Snappy Tags', due to the durability of the product, we do require all residents to use these. [This is a standard charge of £16.82 per pack of 50].
- Use of services the hairdresser offers who comes to the Home.
- Special outings and events e.g holidays or theatre trips, which may be organised for Residents or to which they are invited.
- Any health services that the Resident decides to purchase privately, which have not been identified within the Care Plan as being part of any NHS-funded service, or that are not covered by the normal NHS to which they are entitled such as chiropody, dentistry, opticians etc.
- Escort and travel costs to the above mentioned services.
- Travel costs, for example the Resident decides to use public or private transport for social reasons, making visits etc.
- Any additional aids and appliances that the Resident seeks to purchase for their own comfort and that are additional to those to which they are entitled from health and social services.
- Any other items of a luxury or personal nature.
- Any costs payable as a result of deliberate damage by the Resident to the fixtures and fittings and/or decoration in the Home
- Funded Nursing Care (FNC) if applicable



SCHEDULE 2 –

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Please find attached
Privacy Statement For Residents

This document is the Privacy Statement for Melrose Care Limited and relates to personal data which we hold with regard to your residency. This Privacy Statement sets out the purpose for which we hold such data, the duration we will hold such data, and the manner we will hold such data in.

The data related to your admission form, assessment and any subsequent data is your personal data, which is kept in the office and on the Coolcare system or People Planner for our homecare clients.

People who have access to your complete record are the Registered Manager, the Managing Director, the Group Operations Manager, the Deputy Manager, the Office Manager and Administrator, and the Registered Nurses from time to time employed by the Company

The data is required to be held to fulfil our legal obligation for safety and protection of both you as the resident and the Company carrying out its obligations under the Health and Social Care Act 2014. If required, the Care Quality Commission and/or West Sussex Adult Services can legally request data about you in their roles as regulators of our service.

A limited amount of data is passed to third parties for the purposes of processing of the financial information and for the processing of the Annual Company accounts to our accountants. This will be only that relevant to invoicing and other financial processing.

Details held within your personal record may be shared with other health care organisations and professionals who have a legitimate interest in the data, but not shared with any other third party without your expressed consent, or that of your representative.

In line with our legal obligations, your records are retained for a period of 7 years, initially locally, but will be scanned by a third party and retained on our encrypted system, after which they are destroyed.

Please do not hesitate to speak to any of us regarding the above.

Data protection details

How do we protect our systems?

- Melrose Care Ltd is registered with the Information commissioner's office.
- The Data controller is Srijit Duffadar - Group Operations Manager
- All third party processors are registered with the Information Commissioner's office and have signed our data protection contract.
- All Cloud based information is held with companies within the EU GDPR jurisdiction
- All paper documentation is held in locked files within an office locked when unoccupied.
- Archives are securely locked and then sent securely for scanning, whereby they are then stored on an encrypted system on our computer.
- All cloud based systems are password protected.
- All computers are encrypted as well as password protected.
- Our computer system is maintained and secured by HeroIT, with whom we have a contract of data protection compliance.
- We are working towards Cyberessentials accreditation to ensure our systems meet with best practice guidelines.

Right of Access

You have a right of access at any time to the information which we hold on your behalf which you may review or revise as you consider appropriate. If you have any complaint or comment as to how the information is held, then initially you should refer this to our Data Controller as stated above. If you are not satisfied with how we are processing your personal data you can make a complaint to the Information Commissioner's Office.

You may ask to withdraw your consent to our retention of your data at any time, however, because of our legal obligations, we do have the right to retain certain data for a period of time, as set out above.

DECLARATION OF ACCEPTANCE

I agree that the information stated above which I have been provided with may be retained in the Company's database, for the purposes set out above and for the uses set out above.

Signed.....

Print Name

Date:



Melrose Care Home

COMPLAINTS PROCEDURE

Contact: 01903 230406

Email: melrose.care@melrosecare.org.uk

At Melrose we always try to provide top quality care 24 hours a day, but sometimes things do go wrong, or misunderstandings may occur.

If, therefore, you feel that you have any reason to complain, then please speak in the first instance to Mrs. Liz Seymour, the Registered Manager. If she is not on the premises, the Sister in Charge of the shift will be pleased to discuss the matter with you and, if necessary, report back to the Registered Manager.

Should you still feel that your concern is not being properly addressed do not hesitate to ask for Mr. Srijit Duffadar, the Group Operations Manager, to contact you to see how the matter can be resolved.

If you are still not happy with how your issue is dealt with, or you prefer to not to talk to us directly we recommend you contact the following organisation:

- **Healthwatch West Sussex**, a confidential consumer champion for health and social care - 0300 012 0122

Or you can contact one of the following organisations:

- **Care Quality Commission**, the independent regulator of health and social care in England - 0300 061 6161
- **West Sussex Adults' Services CarePoint** - 01243 642121