



Ashberry
HEALTHCARE

Resident Agreement

Please read this document carefully before signing it, as it is a legally binding contract. It is important that you (the Resident and if applicable, Legal Representative) fully understand all the information contained within the Agreement and how they apply to you. You may like to seek independent legal advice from a solicitor or an Independent Financial Advisor if you do not completely understand, or if you have any queries as to how the Terms and Conditions may affect you now and in the future.

We recognise that moving into a care home is a major decision and we will do our utmost to make it as smoother a process as possible. It is also a significant expense; therefore it is important that you fully understand the likely costs before entering into this Agreement. If you do have any queries, please speak to the Home Manager.

You have already been provided with our Fees & Information brochure which contains information to assist you in deciding whether you want to move into the Home.

At the back of this Agreement, you will find Definitions and Important Terms to provide you with a quick guide to the meanings and summary of some of the key clauses contained within the Terms and Conditions.

Contents	Page No
Admission into the Home	
Prior to Occupation	5
Assessment for Care Services	5
General Practitioner	5
Medication	5
Accommodation	
Room allocation	5
Short-term Respite stays	5
Fees	
Weekly Fees	6
Payment of Fees	6
Overdue Payment of Fees	7
Temporary absences from the Home	7
Fees After Death	7
Short-term Respite	7
Additional Charges	7
Changes to Fees	
Accommodation Services Fee	8
Care Services Fee	8
Funding	
NHS-Funded Nursing Care	9
NHS Continuing Healthcare	9
Changes to funding arrangements	9
Terminating the Agreement	
Terminating the Agreement by you	10
Terminating the Agreement by us	10
Termination in General	10
Personal belongings & Insurance	10
Visitors	11
Data Protection, GDPR & Confidentiality	11
Comments & Complaints Procedure	11
General	
Pets	12
Smoking	12
Gifts	12
Beneficiaries	12
Additional Terms	
Liability	12
Force Majeure	12
Notices	12
Assignment	13
Amendment	13
Third-party Rights	13
Entire Agreement	13
Governing law and Jurisdiction	13
Definitions	14
Important Terms	15

1. Admission into the Home

1.1 Prior to Occupation

The Resident, and if applicable the Legal Representative, acknowledge that you have received and reviewed a copy of this Agreement and have had an opportunity to ask any questions with the Home and/or obtained further advice from a Legal Representative prior to signing this Agreement.

1.2 Assessment for Care Services

Before admission into the Home, the Resident will be assessed by a skilled member of staff to ensure we can provide the care the Resident requires in accordance with the Health and Social Care Act 2008.

1.2.1 The assessment, together with information provided by the Resident/Legal Representative will form the development of a Personal Care Plan and the Care Services Fees payable under this Agreement.

1.2.2 You, and if applicable the Legal Representative, confirm that the information and documents provided as part of the application process are true and accurate and acknowledge that we have used this information in accepting you into the Home.

1.2.3 Regular care plan reviews will be conducted monthly to ensure the correct dependency level of care is provided, or sooner if significant changes are seen. This may result in an increase or decrease in the level of care provided and the Care Services Fee may need to change.

1.3 General Practitioner

Upon admission into the Home, you will be required to register with a medical General Practice, if you are not already registered locally. The Home Manager will assist with the registration, if necessary.

1.4 Medication

You must make the Home aware of any prescribed or non-prescribed medication or treatment creams, including complementary/home remedies upon admission.

2 Accommodation

Moving into the Home does not give you a tenancy nor an assured tenancy or any right to security of tenure.

2.1 Room allocation

The room chosen and stated above will be yours for the duration of the Agreement and we will not normally ask you to move from your room. However, we reserve the right to move you if we consider it is in your best interests to enable us to deliver effective and efficient care services in line with your assessed needs. We may also ask you to move if refurbishment to your room is required.

2.1.1 We will discuss and provide reasons for any room change with you and/or your Legal Representative and endeavour to provide you with 28 days' notice but we reserve the right to ask you to move immediately if your safety is at risk.

2.1.2 If the alternative room is more or less expensive than your current room, your Accommodation Fee will be amended and recorded on the Form of Variation. If the new room is more expensive, you will be required to pay the increased Fee from the date of the room change in accordance with our payment terms. If the new room is less expensive, we will provide you with a refund/credit against Accommodation Fee paid in advance.

2.1.3 If you do not wish to move you have the right to terminate the Agreement, providing us with 28 days' notice and we will not charge any increased fees during the notice period.

2.1.4 If you choose to move to a different room in the Home, this may result in an increase or decrease to the Weekly Fees, depending on the price of the room.

2.1.5 We retain the right to have full and unrestricted access to your room to provide the services and care you need.

2.2 Short-term Respite stays

Respite stays are for a minimum of two weeks and maximum of one month. After one month you will be required to enter into Permanent Residency Agreement.

- 2.2.1 Clauses 3.3, 4.1 and 4.2 shall not apply to a Respite Resident but all other Terms and Conditions of this Agreement shall apply to a Respite Resident.

3. Fees

3.1 Weekly Fees

Our Weekly Fees charged under the Agreement are for the Accommodation Services Fee and Care Services Fee provided as outlined below:

- Home staffed 24-hours a day
- Care and daily assistance in line with assessment
- Meals (breakfast, lunch & dinner), unlimited snacks and drinks
- Accommodation with bed, wardrobe, chest of drawers, bedding, towels, carpeting, curtains, lighting, and individually controlled heating
- Laundering of bedding, towels, and personal clothing (except for dry cleaning)
- Unrestricted use of communal areas
- Cleaning and decoration of rooms
- Maintenance of grounds and gardens
- Free Wi-Fi access
- Range of in-house activities and external outings (excluding admission fees, if applicable)

3.1.1 The amount of fees charged each month is calculated by taking the Weekly Fee, multiplied by 52 weeks of the year, and divided by 12 to calculate the Monthly Invoice. Any part of the day of arrival or departure counts as one (1) full day's residence.

3.1.2 Fees are exclusive of VAT but if they become subject to VAT, VAT will be added where required by law and payable to us by the relevant payer of the fees.

3.1.3 Weekly Fees for Short-term Respite stays are payable in advance and incur an additional 25% surcharge against the permanent residency Weekly Fee.

3.2 Payment of Fees – Permanent residency

The Date of Admission is the date that we have agreed for you to move into the Home and from which the Fees, as outlined above and are due in cleared funds.

3.2.1 If you subsequently change the agreed Date of Admission for any reason, you may ask us to hold your room by paying a Reservation Fee. An upfront fee equivalent to 2 weeks (14 days) Weekly Fee is required for reserving a room if the resident is not moving in within 14 days. During this time, we will not allocate the room to any other existing or prospective residents. This deposit protects us from the risk that we keep the room available exclusively for you and you later decide not to move in.

The Reservation fee is deducted from the first month's Total Fees. If the room is cancelled during the reservation period, the Reservation Fee will not be returned.

3.2.2 If the Date of Admission is delayed because your room is not ready, we will hold your room for you without payment of a Reservation Fee.

3.2.3 A deposit equal to one month of the Total Weekly fees is required at the time of admission which will be held for the duration of the residency and returned upon termination of the Agreement if all fees are paid up to date. Ashberry Healthcare also has the right to use the deposit where damage (over and above normal wear and tear) is caused to the room.

If fees are in arrears at the time of discharge, Ashberry Healthcare reserves the right to use the deposit to offset any outstanding fees.

3.2.4 Total Fees are payable monthly in advance on the 1st day of every calendar month and collected by Direct Debit or Standing Order. You will be required to pay the first month's Invoice and deposit before moving into the Home. If you are moving in after the 1st of the month, your first Total Fee will be pro-rata for that month plus the following month fee and the deposit.

3.2.5 If written notice to terminate the Agreement has been given by you or by us, in accordance with the terms of the Agreement, then any fees paid in advance to us (insofar as those fees cover a period that

is in excess of the required notice period) will be apportioned on a pro-rata basis and reimbursed to you and/or your Legal Representative, minus any deductions made in accordance with the Terms and Conditions set out herein.

3.3 Overdue payment of Fees

We reserve the right to charge an administration fee and interest on Fees which are in arrears after the due date.

- 3.3.1 An administration fee of £45 will be charged for Fees which are not paid by the due date.
- 3.3.2 Interest rate will be charged at a rate of 8% above the base rate of the Bank of England.
- 3.3.3 We will start charging interest on the day after the date on which payment is due to be made and will continue to charge until the date the outstanding payment is paid in full in cleared funds.
- 3.3.4 We will charge for all reasonable professional and third-party costs directly incurred in recovering outstanding Fees which may include legal fees and court fees and other third parties we instruct to chase unpaid Fees.
- 3.3.5 We reserve the right to terminate the Agreement in accordance with clause 6.2. iv for arrears.

3.4 Temporary absences from the Home

If you are absent from the Home for a period, including admission to hospital, the agreed Weekly Fee will continue to be charged in full for the first four (4) weeks. Thereafter a discount of 10% will apply until your return to the Home.

- 3.4.1 If you are admitted to hospital, you may require a further Assessment before returning to the Home, to ensure that the Home can still meet your needs.

3.5 Fees after Death

In the event of the resident's death, we will notify next of kin/Legal Representative and provide any support they require.

- 3.5.1 The Weekly Fee will be due for three (3) days following the date of death.
- 3.5.2 If belongings remain in the room beyond three (3) days, we reserve the right to clear, pack and courier possessions and charge for such removal.
- 3.5.3 Where Fees have been paid in advance and deposit provided, any credit due will be refunded after the deduction of any Additional Charges.
- 3.5.3 Any outstanding Fees will be claimed against the resident's estate.
- 3.5.4 This Agreement will terminate on the 3rd day after death.

3.6 Payment of Fees – Short-term Respite

For Short-term Respite stay, we will invoice you in advance as outlined above for the Respite Fee which will need to be paid to us prior to the date of admission. If you do not move in, for whatever reason, the Respite Fee will be refunded in full.

3.7 Additional Charges

The following items and services are not included within our Weekly Fee, but we may be able to arrange for them to be provided to you at a cost. Prices for such items and services are available within the Home and are reviewed periodically:

- Professional hairdressing
- Manicures & pedicures
- Complementary therapies such as massage, reflexology & aromatherapy
- Personal copies of newspapers or magazines
- Clothing and footwear
- Dry cleaning
- Incontinence products, if applicable
- Clinical goods required specifically for your individual needs
- Personal purchases such as stationery, confectionery, and toiletries
- International and premium call charges, if applicable

- Staff escorts to appointments
- Admission fees for days trips
- Contents insurance for personal items of high value (if applicable)
- Media entertainment and subscription services (if applicable)

If family members or friends are not available to take the resident to an external appointment, charges will apply for the taxi fare (charged at rate applied by the taxi company) and staff escorting the resident.

In the absence of free provisions by the NHS, the following may also be provided, but shall be charged in addition to the Weekly Fees:

- Chiropody
- Optometry
- Dentistry
- Physiotherapy
- Other privately arranged healthcare

3.2.1 You shall be responsible for payment of these items and services at the prices shown at the Home. Additional Charges will be invoiced monthly.

4. Changes to Fees

4.1 Changes to Accommodation Services Fee

Provided there are no changes to the Accommodation you require, your Accommodation Services Fee will be reviewed and may increase once a year on 1st April in line with the Consumer Price Index.

For example, if your Accommodation Fee is £800.00 per week and the Consumer Price Index is 10%, your new Accommodation Services Fee would be £880.00 per week.

These increases include costs which are passed on by suppliers for expenses including utilities, food, insurance, rent, administration, and general expenses of our business, in addition to employment and benefits costs for our workers.

4.1.1 We will give you at least 28 days' written notice in advance of any annual increases taking effect.

4.1.2 We may also increase the Fee by a fair and reasonable amount where a significant and unexpected change occurs in the law, regulation of the Home or supplier prices such as energy and utilities, which results in a substantial increase to our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.

4.1.3 If you do not wish to pay the annual increase you may provide us with 28 days written notification that you wish to terminate this Agreement, in which case the increase will not be applied.

4.1.4 We shall only increase the Accommodation Services Fee once in any twelve (12) month period unless clause 4.1.2 applies or you request a room change which may incur a higher or lower fee.

4.2 Changes to Care Services Fees

As part of yearly review, we may increase our Care Fee on 1st April in line with our staff increases. These costs include increased costs which are passed on by suppliers of care and clinical supplies as well as increases in employment and benefits costs for our employees and expenses of our business relevant to the provision of Care Services which are not otherwise covered by the Accommodation Services Fee.

Monitoring of the Resident's care needs is conducted daily to ensure the correct level of care is provided. Regular formal assessments are also undertaken.

4.2.1 Where the delivery of care significantly changes, we will provide you/Legal Representative 28 days' notice, detailing the increased costs. If unforeseeable decline in health happens and significant extra care at short notice is required, we will provide you with 7 days' notice prior to the costs being increased. If not providing additional care immediately would be harmful, we will provide immediate notification of the fees increase to you/Legal Representative.

4.2.2 Any changes will be document on the 'Form of Variation'.

- 4.2.3 If you do not wish to pay the Care Services Fee increase, you may provide us with 28 days written notification that you wish to terminate this Agreement, in which case the increase will not be applied.
- 4.2.4 We may also increase the Care Services Fee by a fair and reasonable amount where a change occurs in the law or the regulation of the Home which results in a significant increase to our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.

5 Funding

5.1 NHS-Funded Nursing Care (FNC)

If you require nursing care, we will make an application to the responsible CCG on your behalf for an assessment to be completed. If you are eligible to receive FNC, the NHS will send payment direct to the Home to contribute for provisions of a qualified General Nurse to care for your needs.

- 5.1.1 FNC is an additional contribution to your care needs and does not affect your Weekly Fees. You shall still be fully liable for the payment of your Monthly Invoice in accordance with this Agreement.
- 5.1.2 Where applicable, any additional fees awarded for incontinence products will contribute to the cost of the Home providing such products. Additional charges may incur if more products are required for your needs.

5.2 NHS Continuing Healthcare

If care needs change to such that your dominate care needs are medical, you may be entitled to Continuing Healthcare (CHC). CHC is a fully funded healthcare package paid by the NHS.

- 5.2.1 If you are awarded CHC funding, it will be necessary to terminate this Agreement and you will enter into a new Agreement with both the Home and the NHS Clinical Commissioning Group covering the new CHC financial arrangements.

5.3 Changes to funding arrangements

It is prudent to ensure that you can afford the cost of your fees and we recommend that you have at least funds to cover 24 months of care within the Home. If your financial circumstances change from when you first entered the Home, to the extent that you may be eligible for Local Authority Funding, you and/or your Legal Representative should notify the Manager of the Home as early as possible and make an application for funding.

- 5.3.1 Local Authority assessments can take up to three months to process and during this time you will remain liable for the Total Fees payable.
- 5.3.2 If you are awarded funding, it will be necessary to terminate this Agreement and you will enter into a new Agreement with both the Home and the Local Authority covering the new financial arrangements.
- 5.3.3 When moving into state funding, the current Agreement will remain in place until a new contract is entered into between Ashberry Healthcare and the Local Authority. All Weekly Fees will remain payable under the existing Agreement until the new contract is in place. If any Weekly Fees are backdated by the Local Authority, Ashberry Healthcare will reimburse any overpayments up and until the date of the new contract and once payment has been made by the Local Authority.
- 5.3.4 In some circumstances the sums paid by the Local Authority may not be sufficient to meet our Fees. If this is the case, we may be able to offer you an alternative room at a lower fee.
- 5.3.5 If an alternative room is not possible, a third party (usually a family member) will be required to enter an agreement with the Local Authority and the Home to meet the shortfall between the amount the Local Authority pay and our Fees. This is referred to as a Third-Party Contribution.
- 5.3.6 If a Third-Party Contribution is not possible, the Agreement may be terminated in accordance with clause 6.2 (vi).

6 Terminating the Resident Agreement

6.1 Termination of Agreement by you

If you no longer wish to remain in the Home, you may terminate this Agreement by providing us with not less than 28 days' written notice of your intention to leave. Your Fees will remain payable until the end of the notice period even if you leave before then.

6.1.1 If you vacate the room during the notice period and the room is occupied by another resident before the end of the notice period, the fees due for the remainder of the notice period will be reduced to consider any sums received during that period.

6.2 Termination of Agreement by us

We may terminate this Agreement and ask you to leave the Home at any time by providing you with 28 days' prior written notice in the following circumstances:

- i) having consulted with you and taken advice from medical practitioner, nurse or any other clinical authority we can no longer meet your care needs
- ii) having considered the type of care we have contracted to provide, your behaviour or any circumstances relating to you stay (or that of your visitors) may be seriously detrimental to you, the staff, or the other residents and such your behaviour is ongoing despite reasonable efforts to consult with you and/or your Legal Representative
- iii) there is an irreconcilable breakdown in the relationship between you and/or your relatives, visitors, or Legal Representative which, in the Home's opinion interrupts the service or safe delivery of care to you or other residents
- iv) you and/or your Legal Representative fails to pay the fees due and payable under this Agreement
- v) the Home permanently closes and/or the Home's registration is cancelled
- vi) funding arrangements change and there is no person willing to enter a Third-Party Contribution

6.2.1 In exceptional circumstances where we determine the resident presents a major disruption, threat or danger to our staff, other residents, visitors, or themselves by remaining in the Home, we reserve the right to waive the 28 days' notice and take immediate steps to secure appropriate care for the resident elsewhere.

6.3 Termination in General

On termination, it is your responsibility to remove all your belongings from the Home on the day of departure and we shall have no responsibility for their removal, transportation, and insurance.

6.3.1 If the room is not cleared of all personal belongings, full Fees will be payable for each day the room contains your personal belongings for up to seven (7) days from the date the Agreement ended.

6.3.2 If your belongings remain in the room beyond seven (7) days, we reserve the right to clear, pack and store your possessions and charge for such removal and storage. We can also arrange for any belongings to be forwarded. Prices for storage and freighting will be charged in accordance with the company appointed for the storage and freighting of possessions.

7 Personal belongings & insurance

Residents may bring into the Home personal belongings, small items of furniture and electrical items as agreed by the Manager of the Home, subject to the following conditions:

- i) electrical items PAT tested by the Home's authorised service personnel on arrival and on an annual basis thereafter. Any items that fail such tests will not be allowed to be kept within the Home.
- ii) furniture meets health and safety regulations
- iii) soft furnishings certified as being fire retardant
- iv) clothing labelled with your name. Personal clothing is laundered on site and all reasonable care will be taken with the handling of your clothing to prevent damage. However, we request that all items are

machine washable at a hot temperature and can be tumble dried. The Home does not accept responsibility for damaged caused to items not suitable for washing at hot temperatures and being tumble dried nor lost items that are not appropriately labelled.

- v) For wheelchairs (all types), mobility scooters and electric recliners, proof of servicing within the last 12 months will be required prior to their use within the Home. Residents are responsible for the cost of annual servicing and maintenance of such items. We reserve the right to ask you to remove any items which are defective or dangerous.

- 7.1 On admission a member of staff will complete a property list detailing your personal items. Every reasonable care is taken with your personal belongings, but we do not recommend that you bring in items of value into the Home, particularly jewellery and cash.
- 7.2 The Home shall not be responsible in any way for damage or loss to resident belongings unless the Home has been negligent, fraudulent, or breached this Agreement in respect to personal belongings.
- 7.3 Our insurance covers general contents but excludes high value goods such as jewellery, fur coats, antique furniture, and artwork. We recommend that you arrange your own insurance for items of high value, and you must provide the Home with copies of the valuation / proof of ownership, if bringing into the Home.

8 Visitors

We encourage visits from family and friends and keep an open, flexible visiting policy. However, we reserve the right to refuse or limit entry to any visitor if their behaviour is abusive or threatening or poses an immediate, significant risk to the resident, another visitor, or staff.

- 8.1 The Home may refuse visits to maximise infection control purposes in the event of an outbreak or infectious disease or illness within the Home, pandemic or if requested by Public Health England.
- 8.2 All visitors must sign in and out of the Home.
- 8.3 If the visitor chooses to take the resident out of the Home, we are not liable for the resident's well-being and health while away from the Home.

9 Data Protection, GDPR and Confidentiality

As part of your transition into the Home, we collect, process and store information about you and your Legal Representative, if applicable, in relation to the delivery of your care and residency and for the purpose of issuing invoices. We comply with our statutory duties under the Data Protection Act 2018, GDPR and its duties of confidentiality.

- 9.1 We are required by law to share personal information about people who use our service with other bodies at their request, for example our regulators, the Care Quality Commission, the police, or the local authority safeguarding team.
- 9.2 We also used the data to communicate with you and others on matters relating to the arrangements concerning your stay, for medical purposes and communicating with general practitioners, other health professionals who are bound by the duty of confidentiality.
- 9.3 We may also use the data in relation to financial aspects such as dealings with any Legal Representative, Third Party Contributors or Local Authority about funding or payment for your stay.

10 Comments and complaints procedure

If you have a complaint, you should report it immediately to a member of staff or the Home Manager in accordance with Ashberry's Complaints Policy. The Policy is readily available in the reception area of the Home, within your Service User Guide and outlined on our website.

- 10.1 All complaints will be acted upon with fairness and impartiality and you will receive a formal response within three days of the complaint being made and a final reply within 28 days.
- 10.2 If there are any issues or queries about how we handle your complaint you can contact the Quality & Compliance Team at: Imex House, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire, HP2 7DX. Email: qualitycomplianceteam@ashberry.net or call 01442 819194.

10.3 If you remain unhappy about the handling of your complaint you can escalate your complaint to the Care Inspectorate Wales (CiW) via:
Website: www.careinspectorate.wales/contact-us/raise-concern
Tel: 030 7900 126 (option 2)

11 General

11.1 Pets

Unfortunately, we do not have the facilities to permanently home your pet. We do however, welcome visiting pets with family and friends following a risk assessment by the Home Manager, ahead of the visit.

11.2 Smoking

Our Home is a non-smoking home and residents are not permitted to smoke in bedrooms, communal areas, or any part of the internal building. Smoking is only permitted within designated smoking areas within the grounds of the Home and under the supervision of a staff member. If you are smoker, please discuss this with the Home Manager prior to admission for a risk assessment to be conducted.

11.3 Gifts

The Home's staff members are not permitted to accept gifts individually but gifts which benefit the Home and all members of staff equally, can be accepted following discussion with the Manager.

11.4 Beneficiaries

None of our staff can be executors or beneficiaries of your will unless they are a direct or close relative to you.

12 Additional terms

12.1 Liability

Nothing in this Agreement shall exclude or limit liability for:

12.1.1. death or personal injury resulting from negligence by us or by our agents or employees

12.1.2 any breach of statutory obligations imposed on us in providing you with goods and/or services

12.1.3 our statutory responsibility for any defective products

12.1.4 fraud, fraudulent misrepresentation

12.1.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

12.2 Subject to Clause 12.1 we shall not be responsible or liable to you or any other person for any losses (including any indirect, economic or consequential loss or special damages) that you suffer as a result of our failure to comply with this Agreement or otherwise arising out of or in connection with your stay at the Home, except for those losses which we could reasonably foresee would result from a failure to comply with this Agreement or breach of duty to you.

12.3. Subject to clauses 12.1 and 12.2 our total liability to you in respect of any loss of, or damage to your belongings shall be limited to £1,000 per incident and to £10,000 in total for all claims.

12.4 Subject to clauses 12.1, 12.2 and 12.3 our total liability to you or any other person under this Agreement or otherwise arising out of or in connection with your stay at the Home shall in no event exceed £1,000,000 however such claim arises including breach of contract or in tort (negligence or other tort), misrepresentation or breach of statutory duty.

12.5 Force Majeure

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 circumstances which are beyond its reasonable control.

12.6 Notices

Any notice to you and/or your Legal Representative may be sent by email (where an email address is given), recorded delivery post or hand delivered. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

12.7 Assignment

We may at any time assign or transfer any or all our rights and/or obligations under this Agreement to any parent undertaking, subsidiary undertaking, or subsidiary of a parent undertaking.

12.7.1 We may at any time transfer any or all of our rights and/or obligations to any other person or entity, provided that we will use reasonable endeavours to procure that such person or entity will continue to comply with our obligations under this Agreement to ensure that they are satisfied in full from and after the date that you are notified of such transfer.

12.7.2 Neither this Agreement, nor any obligations arising under it, will be assignable by you or the Responsible Party.

12.8 Amendment

We may amend, modify, or vary Admission Form and Fees and Form of Variation in accordance with the terms of this Agreement.

12.8.1 Subject to any other provisions of this Agreement to the contrary, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by you and one of our authorised employees.

12.9 Third-party rights

A person who is not party to this Agreement shall have no right under the Agreement (Rights of Third Parties) Act 1999 to enforce any term of it.

12.10 Entire Agreement

This Agreement, including the schedules attached, constitutes the entire agreement between the parties in respect to the subject matter and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided within.

12.11 Governing Law and Jurisdiction

This Agreement and any non-contractual obligation arising out of or in connection with it, will be governed by, and interpreted in accordance with, the laws of England and Wales.

12.11.1 The courts of England and Wales shall have exclusive authority in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement, and each party irrevocably submits to the courts of England and Wales and waives any objection to the exercise of such jurisdiction.

12.11.2 If any part of this Agreement is held to be illegal, invalid, or unenforceable the legality, validity, and enforceability of the remainder of this Agreement is to be unaffected.

This Agreement has been duly signed and is effective as of the date on page 4 of the Agreement.

YOU	
Signature:	
Name:	
Date:	
LEGAL REPRESENTATIVE	
Signature:	
Name:	
Date:	
ASHBERRY	
Signature:	
Name & Position:	
Date:	

Definitions

The below definitions have the following meanings:

Accommodation	<p>The items and services included within the Accommodation:</p> <ul style="list-style-type: none"> • Room with bed, wardrobe, chest of drawers, bedding, towels, carpeting, curtains, lighting, and individually controlled heating • Unrestricted use of all communal areas • Free Wi-Fi access • Housekeeping and laundry • Breakfast, lunch and evening meal with drinks and snacks served throughout the day as required • Telephone in room, where applicable (UK calls included only, excludes premium rated numbers) <p>This forms part of the 'Weekly Fee' together with the Care Services which is billed as Monthly Invoice.</p>
Additional Charges	<p>The items and services excluded from the Weekly Fee</p> <ul style="list-style-type: none"> • Professional hairdressing • Manicures & pedicures • Complementary therapies such as massage, reflexology & aromatherapy • Incontinence products, as applicable • Clinical goods required specifically for your individual needs • Personal copies of newspapers or magazines • Clothing and footwear • Dry cleaning • Personal purchases such as stationery, confectionery, and toiletries • International & premium telephone charges • Admission fees for days trips • Contents insurance for personal items of high value • Media entertainment and subscription services (if applicable) <p>In the absence of free provisions by the NHS, the following may also be provided at an additional charge:</p> <p>Chiropody Dentistry Optometry Physiotherapy And any other privately arranged healthcare</p> <p>If family members or friends are not available to take the resident to an external appointment, charges will apply for the taxi fare (charged at rate applied by the taxi company) and staff escorting the resident.</p>
Ashberry Healthcare, we, us	Refers to registered company and Home providing residency and care.
Assessment	An evaluation of the resident's needs to determine the level of care required and creation of Personal Care Plan.
Authority Funding	Payment made to the home by the adult social services department of the Local Authority or council in return for services provided to the resident.
Care Service	<p>The items and services included within the Care Service:</p> <ul style="list-style-type: none"> • 24-hour personal care • Clinical and additional care as assessed and reviewed regularly within Resident's Personal Care Plan • Well-being and engagement activities and external outings (excluding admission fees, if applicable) • Laundry, cleaning, and ironing of personal clothing (excluding dry cleaning) <p>This forms part of the 'Weekly Fee' together with the Accommodation which is billed as Monthly Invoice.</p>
CCG/Integrated Care Partnership	Clinical Commissioning Group (Integrated Care Partnership) is the organisation who control the delivery of NHS services in England.
Communal Areas	Lounges, dining rooms, activity rooms, hallways, gardens.

CiW	The Care Inspectorate Wales regulatory body responsible for the provisions of health and social care services in Wales.
Date of Admission	The agreed date for you to move in.
GDPR	General Data Protection Regulation 2018 (GDPR) is a legal framework that sets the guidelines for the collection and processing of personal information.
Home	Refers to the trading named of the care home identified on page 4 as part of Ashberry Healthcare Limited.
Monthly Invoice	Refers to the Weekly Fees payable for the calendar month and any Additional Charges requested.
NHS Continuing Healthcare (CHC)	NHS Continuing Healthcare is an ongoing package of health and social care which is arranged and fully funded solely by the NHS where an individual is found to have a 'primary health need' and requires care outside of the hospital.
NHS-Funded Nursing Care (FNC)	FNC is a contribution paid directly to the care home towards the cost of registered nursing care provided to residents who need nursing care and are assessed as being eligible. FNC is considered when a person is deemed ineligible for CHC funding.
Permanent Residency	Refers to a long-term residency where no departure date is set, and duration of stay is longer than 28 days.
Personal Care Plan	A record of the resident's personal health and well-being care requirements and personal choices regarding the normal activities of daily living.
Legal Representative	Refers to the person who is signing the Agreement on behalf of the Resident and whom we will communicate with or notify about you and your residency.
Reservation Fee	An upfront fee equivalent to 2 weeks (14 days) Weekly Fee is required for reserving a room if the resident is not moving in within 14 days. The Reservation Fee is deducted from the first month's Total Fees. If the room is cancelled during the reservation period, the Reservation Fee will not be returned.
Reservation Period	A period of up to 14 days for reserving a room within the Home.
Resident, you, yours	Refers to the person named within the Agreement who is to receive the accommodation services and care services.
Short-term Respite Residency	Refers to a short-term residency where the expected duration of stay is a minimum of 14 days and maximum of 28 days.
Respite Fee	The fee charged in advance for Respite stays of up to 28 days. Respite fees incur an additional 25% surcharge against the Weekly Fee.
Self-funding Resident	A resident who is not eligible for either local authority or NHS Continuing Healthcare and is therefore responsible for funding their care home residency.
Date of Admission	The date on which the Agreement is signed, and fees commence.
Weekly Fees	Refers to the fees payable in relation to the Resident's Accommodation and Care Service Fees as set out in Clause 3.1.

Important Terms

We would like to draw your attention to the below key points that are summary of the some of the clauses within the main Terms and Conditions. We advise that you consider these carefully and refer to the full Terms and Conditions outlined further in this Agreement.

Changes to Accommodation Services Fee	<p>The Accommodation Fee will be reviewed and may increase annually on 1st April in line with the Consumer Price Index.</p> <p>These increases include costs which are passed on by suppliers for expenses including utilities, food, insurance, rent, administration, and general expenses of our business, in addition to employment and benefits costs for our workers.</p> <p>We will provide you/Legal Representative with 28 days' written notice of the annual fee increase.</p> <p>We may also increase the Fee by a fair and reasonable amount where a</p>
---------------------------------------	---

	<p>significant and unexpected change occurs in the law, regulation of the Home or supplier prices such as energy and utilities which results in a substantial increase to our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.</p>
<p>Changes to Care Services Fees</p>	<p>As part of yearly review, we may increase our Care Services Fee on 1st April in line with our staff increases. These costs include increased costs which are passed on by suppliers of care and clinical supplies as well as increases in employment and benefits costs for our employees and expenses of our business relevant to the provision of Care Services which are not otherwise covered by the Accommodation Services Fee.</p> <p>Monitoring of the Resident's care needs is daily to ensure the correct level of care is provided. Regular formal assessments are also undertaken.</p> <p>Where the delivery of care significantly changes, we will provide you/Legal Representative 28 days' notice, detailing the increased costs. If unforeseeable decline in health happens and significant extra care at short notice is required, we will provide you with 7 days' notice prior to the costs being increased. If not providing additional care immediately would be harmful, we will provide immediate notification of the fees increase to you/Legal Representative.</p> <p>We may also increase the Care Services Fee by a fair and reasonable amount where a change occurs in the law or the regulation of the Home which results in a significant increase to our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.</p>
<p>Changes to the Agreement</p>	<p>We will provide you/Legal Representative with 28 days' notice of any changes to the Agreement which may include non-fee related changes.</p>
<p>Changes in funding arrangements</p>	<p>If your financial circumstances change during your residency, you may be eligible for state funded financial assistance towards the cost of your accommodation and care.</p> <p>When moving into state funding, the current Agreement will remain in place until a new contract is entered into between Ashberry Healthcare and the Local Authority. All Weekly Fees will remain payable under the existing Agreement until the new contract is in place. If any Weekly Fees are backdated by the Local Authority, Ashberry Healthcare will reimburse any overpayments up and until the date of the new contract and once payment has been made by the Local Authority.</p> <p>If you are funded by a Local Authority and the amount paid is not sufficient to cover your contractual Total Fees, we will look to see if we can move you into an alternative room at a lower charge, or you may ask a relative or other third party to make up the difference. This is called a Third-Party Contribution and will need to be agreed with us and the Local Authority.</p> <p>The person paying the Third-Party Contribution will be required to sign an Agreement with us and the Local Authority and will become liable for these costs.</p> <p>When a Third-Party Contribution is entered, this Agreement will remain in place, but a Variance in Total Fees will need to be signed.</p> <p>Alternatively, you or we may choose to end the Agreement.</p>

Complaints Policy	We have a Complaints Policy at our Home which logs, acknowledges, and investigates any complaint with fairness and impartiality. We provide an acknowledgement response within 3 working days of the complaint being made and a final reply within 28 days.
Death in the home	Weekly Fees will continue to be charged for three (3) days post death (starting the day after the death). If personal belongings are not collected within 3 days, we reserve the right to clear, pack and store all personal belongings. If personal belongings are not collected after 3 days, we will organise for these to be delivered to you and you will be charged for all costs relating to the association and delivery of goods.
Dependency and Needs Review	<p>Following the initial assessment to enter the Home, we monitor daily the Resident's care need via an electronic system to ensure we are delivering the care level required. Regular formal assessments are also undertaken.</p> <p>Where the delivery of care significantly changes, we will notify you/Legal Representative, detailing the increased costs which will be applied immediately.</p> <p>Any changes will be document on the 'Variation to Care Service Fee' form and provided to you within 28 days.</p> <p>If you do not agree with the change, you may provide notice as outlined in clause 6.</p>
Deposit	<p>We will ask for a deposit of one month of the 'Total Weekly fees' which will be held for the duration of the residency and returned upon termination of the Agreement if all fees are paid up to date.</p> <p>If fees are in arrears longer than one month, Ashberry Healthcare will have the right to use the deposit to offset any outstanding fees. Ashberry Healthcare also has the right to use the deposit where significant damage (over and above normal wear and tear) is caused to the room.</p>
Monthly Invoice	<p>The Monthly Invoice is the total amount of Accommodation Services and Care Services fees charged each calendar month. They are calculated by taking the Weekly Fee, multiplied by 52 weeks of the year, and divided by 12 to calculate the Monthly Invoice. Any part of the day of arrival or departure counts as one (1) full day's residence.</p> <p>Fees are payable monthly in advance from the date of admission. Fees are collected via Direct Debit or Standing Order on 1st of the month. If you are moving in after the 1st of the month, your first Monthly Invoice will be pro-rata for that month plus the following month fee and the deposit.</p> <p>Ashberry Healthcare reserves the right to charge interest on balances which are in arrears at a rate of 8% above Bank of England base rate for overdue payment, calculated on a daily accruing basis.</p>
Termination by us	<p>We may terminate the Agreement at any time after the first 28 days by giving you a minimum of 28 days' notice if we can longer meet your care needs or in certain circumstances as outlined in clause 6.2.</p> <p>We may provide shorter termination notice if your behaviour or the behaviour of a relative or visitor places you, other residents, or a member of staff at risk of harm or the behaviour is unacceptable. We will however try to resolve any problems with you before issuing a termination notice.</p>
Termination by you	You may terminate the Agreement at any time after the first 28 days, by giving us a minimum of 28 days' notice.
Temporary absences from the home	If you are temporarily absent from the home for a period, including admission to hospital, your room will be reserved, and you will be charged in full for the first four (4) weeks.

	Thereafter a discount of 10% will apply until return to the home.
Third-Party Contributions	If the cost of your care home fees is higher than the local authority is willing to pay, a third person can make up the difference to meet your care home's total fees. This is called a Third-Party Contribution.
Trial period	We do not offer trial periods; however, you can terminate the Agreement within the first 28 days by serving us 7 days' notice and we may serve you 7 days' notice to terminate the Agreement if we can no longer meet your care needs.
Weekly Fee	Our Weekly Fee is the combined cost of the Accommodation Services Fee, and the Care Service fees, payable by the Resident and/or Legal Representative from and including the date of admission.