

RESIDENCY AGREEMENT

between

..... trading at (Company); and

| ABOUT YOU | |
|--|---|
| Resident's Full Name | |
| Resident's Previous Address | |
| Postcode | |
| Date of Birth | |
| Date of Admission | |
| Room Number at Date of Admission (if known) | |
| Care Type at Date of Admission (please tick) | <input type="checkbox"/> Nursing <input type="checkbox"/> Dementia Nursing <input type="checkbox"/> Dementia Residential <input type="checkbox"/> Residential <input type="checkbox"/> Respite <input type="checkbox"/> Rehabilitation |

| ABOUT YOUR REPRESENTATIVE | |
|---|--|
| Name of Resident's Representative | |
| Relationship to Resident | |
| Representative's Address | |
| Postcode | |
| Telephone Number | |
| Email Address | |
| Legal status (please tick and provide copies of documents) | |
| <input type="checkbox"/> Unregistered Enduring Power of Attorney <input type="checkbox"/> Registered Enduring Power of Attorney <input type="checkbox"/> Lasting Power of Attorney for Property and Financial Affairs <input type="checkbox"/> Lasting Power of Attorney for Health and Welfare <input type="checkbox"/> Court of Protection Appointed Deputy <input type="checkbox"/> Guardianship <input type="checkbox"/> None of the above | |

| LOCAL AUTHORITY DETAILS | |
|--------------------------------|--|
| Name | |
| Address | |
| Telephone number | |
| Email address | |

| THIRD PARTY CONTRIBUTOR DETAILS The person responsible for any top-up payments in relation to Fees (for example, a private pension provider). | |
|--|--|
| Name / Company Name | |
| Address | |
| Telephone number | |
| Email address | |

ABOUT YOUR FINANCIAL CIRCUMSTANCES

| ASSETS | | LIABILITIES | | INCOME | | EXPENDITURE | |
|--------|---|-------------|---|--------|---|-------------|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | £ | TOTAL | £ | TOTAL | £ | TOTAL | £ |

Note

1. Assets includes: property (market value less any legal charges/mortgage), bank accounts and cash (includes bank and building society accounts and Individual Savings Accounts), investments (including company shares, dividends, national savings (bonds and certificates), bonds and funds)
2. Liabilities includes: loans and mortgages.
3. Income includes: pensions, private pensions, annuities, savings income, interest, rent, benefits, attendance allowance and any other government allowances.
4. Expenditure includes: living expenses.

PROPERTY DISREGARD – Please complete for ALL residents regardless of funding arrangements.

| | |
|--|---|
| Do you have a 12-week property disregard of deferred payment agreement in place with the Local Authority? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Are you in the process of arranging a deferred payment agreement with the Local Authority? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If you own a property, please provide the address. | |
| Please provide details (including outstanding amounts) of any mortgage(s) or security over your property granted in favour of a third party. | |
| If the property is jointly owned, please provide details of all joint owners and their relationship to you. | |

| | |
|--|---|
| Please provide details of all individuals currently living at the property. | |
| Do you intend to sell the property? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>If you ticked "yes", please confirm:</p> <p>(1) when you expect to market the property and the expected sale value.</p> | |
| <p>(2) The name, telephone number and email address of the appointed estate agents.</p> | |
| <p>(3) The name, telephone number and email address of the appointed solicitors acting in the property sale.</p> | |
| Are you willing to instruct your solicitor to speak directly to us and instruct them to pay to us any outstanding fees from the net process of the sale of the property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Please provide details of personal savings and any other assets over the current Local Authority threshold that you own. | |

FEE REVIEW

| FEES AND SOURCE OF FUNDING | |
|---|---|
| The following fees are payable by the Resident to the Care Home for the Services to be provided to the Resident by the Care Home as set out in your Care Plan. <u>Please note that we require proof of funding prior to admission.</u> | |
| Agreed Fee (including any 1:1 care) | £ |
| Additional Services fees | £ |
| Funded by: | |
| <input type="checkbox"/> Resident – self funded / private contribution | £ |
| <input type="checkbox"/> Resident – local authority funded as per council assessment | £ |
| <input type="checkbox"/> CCG | £ |
| <input type="checkbox"/> Local Authority – Top Up Amount | £ |
| <input type="checkbox"/> FNC / FPC | £ |
| <input type="checkbox"/> To be deducted from TOTAL FEE payable | |
| <input type="checkbox"/> To be paid in addition to TOTAL FEE payable | |
| <input type="checkbox"/> Postponed under | £ |
| <input type="checkbox"/> Disregard | £ |
| TOTAL | £ |
| Date completed | |
| Date effective | |
| Reason for review | <input type="checkbox"/> Admission <input type="checkbox"/> Annual <input type="checkbox"/> Change in circumstances |
| Please provide details relating to change in circumstances (if applicable). | |
| If Local Authority funded, the private fee as at the date of this review is: | £ |
| Date: | |

Resident's Signature **OR** Resident's Representative's Signature

Signature of Witness

Full Name of Witness

Address of Witness

.....

AMOUNT PAYABLE ON DATE OF ADMISSION

| FEES TO BE PAID ON THE DATE OF ADMISSION | |
|---|---|
| You are required to make the following payments on the Date of Admission: | |
| DEPOSIT (2 x Total Gross Weekly Fees). A deposit equal to two week's fees is payable on the Date of Admission. The Deposit will be held on your account for the duration of your residency in accordance with the terms and conditions of this Residency Agreement. The balance of the Deposit will be deducted from your final account balance. | £ |
| INITIAL FEE PAYMENT (4 x Total Gross Weekly Fees) | £ |
| AMOUNT OF FEES TO BE PAID BY RESIDENT / RESIDENT'S REPRESENTATIVE ON DATE OF ADMISSION | £ |
| Please confirm if the Fees are all inclusive and there are no Additional Service Charges to be paid by the Resident. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If you have answered "No", you will be responsible for all extra services not included Services or as detailed in the Care Plan. Please provide details of the Additional Service Charges known at the Date of Admission | |

YOUR ACCEPTANCE

This Residency Agreement forms the agreement between you (the Resident) and the Company. Please read this Residency Agreement carefully before signing as this Residency Agreement is legally binding on you and where applicable, the Resident's Representative. The Company reserves the right to terminate this Residency Agreement where the Resident and/or the Representative fail to comply with the terms of this Residency Agreement, or the policies and procedures of the Care Home.

AGREEMENT BY RESIDENT¹

I hereby confirm that I:

- have read the terms and conditions of the Residency Agreement; and
- accept the terms and conditions of the Residency Agreement, specifically in relation to making payment of Fees for the Services to be provided to me.

Resident's Signature **OR** Resident's Representative's Signature

Signature of Witness

Full Name of Witness

Address of Witness

AGREEMENT BY RESIDENT'S REPRESENTATIVE AS A GUARANTOR²

I/We hereby confirm that:

- I/We have received a copy of this Residency Agreement; and
- I/We have read the terms and conditions of this Residency Agreement; and
- I/We agree to observe this Residency Agreement and to have joint and several responsibility with the Resident to make payment of the Fees due and payable under the terms of this Residency Agreement; and
- I/We shall fully indemnify the Care Home on demand in respect of any failure by the Resident to make payment of the Fees due and payable under the terms of this Residency Agreement.

Representative's Signature

Signature of Witness

Full Name of Witness

Address of Witness

¹ Note: This section is to be signed by the resident or the resident's representative as power of attorney.

² Note: This section is to be signed by the resident's representative as a guarantor. It is **NOT** to be completed where there is a court appointed guardian such as a social worker or solicitor.

DEFINITIONS

Additional Service Charges means any additional costs to be paid by the Resident to the Care Home for extra services not included in the Services as detailed in section **AMOUNT PAYABLE ON DATE OF ADMISSION**;

CCG means a Clinical Commissioning Group;

Care Manager means the person chosen by us to assess, oversee and review the Services provided to you at the Care Home by us;

Care Home means the care home operated by the Company at the trading address;

Care Legislation means the applicable legislation in relation to the provision of health and social care services, being in relation to the location of the Care Home:

- for all homes in England – the Health and Social Care Act 2008;
- for all homes in Scotland – The Social Care and Social Work Improvement Scotland (Requirements for Care Services) Regulations 2011;
- for all homes in Wales – the Regulation and Inspection of Social Care (Wales) Act 2016;

Care Plan means the plan developed between us which provides a detailed assessment of your care needs, target outcomes, and preferences, and sets out how these shall be met in a way that you find acceptable;

Fees means all fees due and payable by you to us for the Services being provided to you as set out in this Residency Agreement. Details of your Fees are set out on page 5 of this Residency Agreement. The Fees exclude any Additional Service Charges which are payable **in addition to the Fees**;

FNC means Funded Nursing Care;

Fundamental Standards means the basic requirements for the provision of health and social care as determined by the relevant Regulator, which are:

- for all homes in England and Wales – the fundamental standards; and
- for all homes in Scotland – the Health and Social Care standards;

Parties means the parties to this Residency Agreement as set out on page 1 of this Residency Agreement, being you and the Company and **Party** shall be construed accordingly;

Regulator means the independent national body which is responsible for the regulation of health and social care services, being in relation to care services provided in:

- England – the Care Quality Commission, Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA;
- Scotland – the Care Inspectorate, Compass House, 11 Riverside Drive, Dundee DD1 4NY;
- Wales – the Care Inspectorate Wales, Welsh Government office, Sarn Mynach, Llandudno Junction, LL31 9RZ;

Representative means the individual nominated to act on your behalf as named on page 2 of this Residency Agreement;

Residency Agreement means this agreement and “Agreement” shall be construed accordingly;

Resident means a person for whom a placement has been agreed in terms of the Residency Agreement;

Services means the services to be provided by us to you at the Care Home, including:

- care and nursing services as detailed in your Care Plan;
- your furnished accommodation, including heating, lighting and water;
- maintenance and repair of the Care Home;
- your meals, including snacks and drinks;
- full use of all communal areas;
- internet access and telephone land line;
- certain activities and/or events and the use of recreational facilities;
- laundry service (excluding dry cleaning services);
- insurance as set out at clause 14; and
- any other specific services (to the extent that such services are available at the Care Home) which we agree are included in the Services. Please note that you will be provided with a specific list of facilities and services at the Care Home;

Staff means any person engaged by the Care Home in terms of a contract of employment between that person and the Company for the purposes of providing the Services at the Care Home which shall exclude any sub-contractor or volunteer involved in or with the Care Home;

Trial Period means the agreed initial period of a placement that is intended to last for 4 weeks;

We, Us means the Company responsible for the delivery of the Services to you at the Care Home and being the registered service provider with the relevant Regulator;

You means the Resident as named on page 1 of the Residency Agreement.

TERMS AND CONDITIONS

1. Aims, Objectives and Statement of Purpose

- 1.1. We shall work with you from the outset of our relationship to establish your personalised Care Plan. Your Care Plan shall be reviewed at regular intervals during your residency.
- 1.2. We endeavour to meet all of the needs and outcomes as identified in your Care Plan. We undertake to employ sufficiently qualified, suitably trained and experienced Staff to deliver the Services to you in accordance with your Care Plan.
- 1.3. In our delivery of the Services, we aim to maintain your abilities as far as possible and to avoid creating further dependencies. We undertake to ensure your safety, security, comfort, and enjoyment of life within the Care Home.
- 1.4. We shall deliver the Services in compliance with all laws and regulations, and in particular the applicable Care Legislation and the Fundamental Standards. We actively seek to promote the principles behind the Fundamental Standards, which include dignity, privacy, choice, safety, realising potential, equality and diversity.
- 1.5. You and your Representative shall be consulted on all significant proposals which affect your life and comfort. You and your Representative shall be offered a range of opportunities to give your views, make comments, and offer ideas, both individually and in groups, about the Service being provided. We shall take your views into consideration in relation to the delivery of the Service.

2. Entire Residency Agreement

- 2.1. The terms and conditions set out in this Residency Agreement form the entire agreement between you, us and any Representative and/or Third Party Contributor in relation to the provision of the Services by us to you in the Care Home.
- 2.2. This Residency Agreement supersedes all previous agreements, understandings and arrangements made between you, us and any Representative and/or Third Party Contributor, whether in writing or oral, in respect of the Services.
- 2.3. If you have not signed this Residency Agreement at the Date of Admission, provided you were provided with a copy of the terms of this Residency Agreement before the Date of Admission, you will be deemed to have accepted the terms of this Residency Agreement.
- 2.4. This Residency Agreement applies to all Residents in our care, including those receiving respite and rehabilitation Services.

3. Trial Period

- 3.1. The first four weeks of your residency shall be regarded as a Trial Period to ensure that the Care Home is suitable for you. If, at the expiry of the Trial Period, you are happy with the Services and the Care Home, your residency shall become permanent.
- 3.2. If, at or before the expiry of the Trial Period, you decide that permanent residency at the Care Home is not suitable for any reason, you should give us one weeks' written notice. If during the Trial Period we consider that permanent residency is not suitable for any reasons, we may give you one weeks' written notice.
- 3.3. Where you give us notice of termination of the Residency Agreement during the Trial Period, you will be entitled to a refund of any Fees paid in advance which relate to the period following the expiry of the notice period.

4. Financial Means

4.1. By signing this Residency Agreement, you confirm that:

- 4.1.1. the information you provided **ABOUT YOUR FINANCIAL CIRCUMSTANCES** in this Residency Agreement is a true, complete and accurate record of your position on admission; and
- 4.1.2. **you have cash and assets to pay your Fees for a minimum of two years.** This confirmation is a significant factor in our agreeing to admit you to the Care Home.
- 4.2. If your financial circumstances change at any time, including any change to the top-up contributions made to your Fees by third parties such as FNC, the Local Authority and Third Party Contributions as set out on page 5 of this Residency Agreement, and you are unable to pay your Fees, we will meet with you to discuss your options which may include moving you to another room or agreeing to terminate this Agreement in accordance with Clause 21. However, any such change would be following a review meeting and by mutual agreement.

5. Fees

- 5.1. The Fees are payable by you to us for the provision of the Services, including the type of accommodation provided to you at the Care Home.
- 5.2. By signing this Residency Agreement, you agree that **you are responsible for all Fees** payable by you to us for the Services to be provided to you at the Care Home, regardless of any Third Party Contributions which you may receive. The Fees shall be discussed with you prior to signing this Residency Agreement and your Date of Admission (where possible).
- 5.3. Subject to clause 5.5.1 below, any amounts received from such third party sources shall be deducted from your Fees and you will be required pay any balance remaining.
- 5.4. We will assist you in so far as we are able to obtain assistance with your Fees from such third parties, however you remain responsible for the Fees and liaising with such third parties for contributions to your Fees.
- 5.5. FNC contributions received by care homes situated in:
 - 5.5.1. England and Wales will **NOT** be automatically deducted from Fees and may be treated as an additional contribution to your Fees. The Company shall confirm the position with regards to FNC contributions as soon as reasonably practicable;
 - 5.5.2. Scotland will be automatically deducted from your Fees.
- 5.6. On the Date of Admission, you will be required to pay the:
 - 5.6.1. **Deposit – an amount equal to two weeks’ fees.** The Deposit will be held on your account for the duration of your residency in accordance with the terms and conditions of this Residency Agreement. We reserve the right to make deductions from the Deposit against any sums that you owe to us. The balance of your Deposit will be deducted from your final account balance on termination of this Residency Agreement; and
 - 5.6.2. **Initial Fee Payment – an amount equal to four weeks’ fees.**

6. Changes to your Fees

- 6.1. Your Fees may be subject to change if the level of your care needs change in accordance with your Care Plan or if you change type of accommodation. We will provide you with one weeks' notice of any changes to your Fees for these reasons.
- 6.2. In the event that your financial circumstances are: (i) not known at the Date of Admission; or (ii) subject to change following a financial assessment of your personal circumstance after the Date of Admission, **we reserve the right to charge the Private Fee payable (as detailed on page 5 of this Residency Agreement) from the Date of Admission. We shall be entitled to recover any shortfall between the Private Fees and Fees actually paid to us from the Date of Admission.**
- 6.3. Your Fees will be reviewed annually, and any change will be advised to you at least 4 weeks in advance of any change taking effect. The current fee uplift is effective in April each year.
- 6.4. If you terminate your residency at the Care Home without giving the required notice, your Fees shall be charged at the normal weekly rate for the unexpired notice period.

7. Payment Terms

- 7.1. The Fees are payable four weeks in advance. Invoices will be raised at the beginning of each four week period and sent to you or your Representative. Should your arrival be mid billing period then a subsequent invoice may be billed for less than 28 days to bring you in line with our normal schedule.
- 7.2. Payment of your Fees and any Additional Service Charges are due on the date of the invoice. If payment is not made within 5 days of the date of the invoice the Care Home shall be entitled to take further action.
- 7.3. Payment arrangements are by Direct Debit. Please arrange to set up your Direct Debt as soon as possible. A schedule of invoice dates and Direct Debt dates for the current financial year shall be provided to you on or prior to your Date of Admission. Please contact us as soon as possible if you are unable to set up a Direct Debit or if you have missed a payment.
- 7.4. We do not accept payment of Fees in cash. We shall not be held liable for any cash payments made to the Company for which you are unable to evidence by way of receipt.
- 7.5. Failure to make payment of your Fees as they fall due and payable, and in any event within 14 days from the due date or 14 days from the date of the invoice (whichever is later), may result in termination of your residency and this Residency Agreement in accordance with clause 21.
- 7.6. We reserve the right to charge interest on any Fees outstanding after 28 days from the date of the invoice at 3% above the Bank of England base rate calculated on a daily basis from the due date up until the date of payment.
- 7.7. You hereby **agree to indemnify us in full** in respect of and against all and any losses, costs and expenses reasonably and properly incurred by us arising out of, or in connection with, any failure by you to make payment of your Fees and any Additional Service Charges. This may include legal costs and those of a debt recovery agency we may instruct to collect outstanding Fees and/or Additional Service Charges.

8. Additional Service Charges

- 8.1. You shall be notified on or prior to the Date of Admission of any charges which are not included in your Fees and which are therefore Additional Service Charges.
- 8.2. Any Additional Service Charges shall be agreed with you and/or your Representative prior to being incurred.
- 8.3. Invoices in relation to Additional Service Charges will be sent to you on an ad hoc basis. Invoices shall be payable within 14 days of the date of the invoice.

9. Property / Property Disregard

- 9.1. Where a Local Authority has agreed to pay your Fees in full or in part for up to a period of 12 weeks whilst your property is being sold , **you will remain responsible for the shortfall in the total amount of your Fees.**
- 9.2. In circumstances where your property remains to be sold following the expiry of the 12 week period referred to in clause 9.1, we may seek to recover your outstanding Fees and your Fees as they fall due following the 12 week period from your Representative.
- 9.3. During the period referred to in clause 9.1, you agree to update us at regular intervals on the progress of the sale of your property.
- 9.4. You agree to:
 - 9.4.1. notify us as soon as possible following completion of the sale of your property; and
 - 9.4.2. settle all outstanding Fee balances as soon as possible following the sale of your property.

10. Absence

- 10.1. Where you are absent from the Care Home for any reason:
 - 10.1.1. we shall keep your room available for you to return to the Care Home for the first six weeks of such absence;
 - 10.1.2. we shall consult with you and/or Representative if it is expected that you will be absent from the Care Home for more than 6 weeks;
 - 10.1.3. **you shall continue to be liable to pay our Fees in full for the duration of your absence**, save that the Company may apply a discretionary 10% discount to your Fees where you are absent for any period longer than 28 days.

11. Fees payable following your death

- 11.1. In the event of your death, your Fees shall be chargeable up to and including the three-day period following the date of your death, unless your room is reoccupied within the three-day period from the date of your death.
- 11.2. We require your Representative to arrange to clear your room following your death as soon as possible. We shall store your personal items at the Care Home for the three-day period following the date of your death. We reserve the right to charge your full Fees for storing your personal items at the Care Home beyond the three-day period.
- 11.3. We will consider any request from your Representative to extend the three-day period. Any extension will be agreed in writing and will be subject to payment of the Fees for the duration

of the extension.

- 11.4. Any overpayment on your account or funds being held on your behalf shall be refunded to your estate as soon as reasonably practicable and in any event, within 6 months of the date on which we receive the details of your estate in writing. Please note that we will require evidence from your Representative or the executor of your estate confirming that they have legal authority to deal with your estate before we are in a position to discuss your estate with that party.
- 11.5. This Residency Agreement shall automatically terminate following your death, save that the rights and respective liabilities as at the date of termination of the Residency Agreement shall continue to exist.

12. Fee Guarantee

- 12.1. Your Representative agrees to be **jointly and severally liable** with you:
 - 12.1.1. for **the payment of your Fees and any Additional Service Charges** as they fall due and payable; and
 - 12.1.2. to **indemnify us in full** in respect of and against all and any losses, costs and expenses reasonably and properly incurred by us arising out of, or in connection with, any failure by you and/or your Representative to make payment of your Fees and any Additional Service Charges. This may include legal costs and those of a debt recovery agency we instruct to collect outstanding Fees and/or Additional Service Charges.
- 12.2. We shall use reasonable endeavours to contact your Representative to resolve payment of your Fees. If payment of your Fees is not made within 14 days following the date on which we attempt to make contact with Your Representative, we have the right to commence legal proceedings against you and your Representative to recover all amounts due and payable to us.
- 12.3. This guarantee is a continuing security and shall cover the ultimate balance of all monies payable by you under this Residency Agreement, irrespective of any intermediate payment in full or in part of any amounts.
- 12.4. The liability of your Representative under this Residency Agreement shall not be reduced, discharged or otherwise adversely affected by any act or omission except as may be agreed with us in writing.
- 12.5. Your Representative waives any right they may have to require us to proceed against or enforce any other right or claim for payment against any person before claiming against your Representative under this Agreement.

13. Personal Expenses Allowance

- 13.1. If we are appointed to act as your appointee, we will manage your personal allowance on your behalf.
- 13.2. We agree to hold any personal allowance paid to you from the Department of Work and Pensions in a bank account. We will assist you to access your money and review your balance when requested.
- 13.3. Any personal funds which you request us to hold shall be stored safely and securely either at the Care Home or in a bank account. All personal funds shall be held to your order pending your instructions.

13.4. Our Staff are not permitted to provide advice or sign documentation concerning your personal finances or personal legal matters.

Accommodation

13.5. A furnished room in the Care Home shall be allocated to you on or prior to the Date of Admission. The room allocated to you at the Date of Admission is detailed on page 1 of this Residency Agreement as your Room Number. We will endeavour to seek your consent to the room being allocated to you. However, we reserve the right to arrange for you to move room if we consider it is in your best interest to do so.

13.6. Your residency does not give you any kind of tenancy in respect of the occupancy of your room.

13.7. We shall provide light and heat and shall explain to you how you may control the temperature and lighting level in your room. We shall provide you with bed linen, towels, basic toiletries and similar items for your own use to meet your needs, together with a laundry service for your machine washable personal clothing. Bed linen shall be changed weekly and as necessary. Dry cleaning services are not included. Personal laundry should be discretely marked or labelled to enable us to identify it as yours after laundry and ensure its return. If you require assistance labelling or marking clothes we shall be pleased to help. As the machines are industrial, machine washable clothing may wear out quicker than in a domestic situation. Please note that we are not responsible for supplying you with personal clothing.

13.8. We undertake to maintain your room in good decorative order. If you choose to have your own room decorated to reflect your own taste you shall meet any additional costs incurred, including redecoration on your vacation of the room.

13.9. You are welcome to bring personal possessions and furnishings into the Care Home to personalise your room, provided that other Residents or Staff are not inconvenienced or put at risk. We shall give you a written or photographic inventory of your possessions and furnishings upon your admission to the Care Home, and we shall keep a copy for our records and shall update it as appropriate.

13.10. Any furnishings, furniture and equipment that you wish to bring into the Care Home must comply with health and safety requirements. You are responsible for having equipment safety tested prior to admission and we may require evidence that this has been satisfactorily carried out. We reserve the right to refuse to allow any item to be brought into the Care Home where we consider it to be non-compliant with health and safety requirements, or which may be considered a fire risk or other hazard.

13.11. Within the Care Home you shall have unrestricted access to your room as well as all resident communal areas.

13.12. We shall provide you with a choice of menu for breakfast, lunch and evening meal which shall accommodate your dietary needs and, as far as practicable, your personal preferences. Snacks and drinks are available throughout the day and night.

13.13. There is a policy of no smoking throughout the Care Home.

13.14. You are free to consume alcohol if you wish. If we have concerns about the effects of alcohol on you, your medication and/or other residents or members of Staff, we shall review this together in your Care Plan.

13.15. No pets are permitted to live with you in the Care Home. This does not preclude visitors bringing their pets with them during a visit with our agreement and the agreement of the other residents.

14. Insurance

- 14.1. Whilst we have insurance covering all aspects of the provision of the Service, this does not extend to your personal property exceeding the value of £500.
- 14.2. We shall make good any loss or damage to your property which is the result of our negligence, but you may wish to make **your own arrangements to insure** all personal property which you bring into the Care Home. Further details of our insurance covers shall be made available upon request.
- 14.3. We shall not be held liable for any items of personal possessions and furnishings not notified to us for inclusion on the inventory.

15. Care Services

- 15.1. We shall provide you with personal care in accordance with your Care Plan. We shall review this with you during your Trial Period in the Care Home. We shall then review this with you as required, and at least every 6 months.
- 15.2. Your Care Manager shall arrange a formal review of your residency at the end of your Trial Period and shall inform you and/or your Representative of subsequent amendments to your Care Plan.
- 15.3. You may still use the services of your own general practitioner (GP), if the GP so agrees, or we shall assist you to transfer to a local GP. If you register privately with a GP, the supply of drugs and medications shall also be private and any charges arising shall need to be made by you accordingly.
- 15.4. We shall enlist the support of the NHS as necessary for routine health checks and also to enable you to remain in the Care Home in the event of illness, should you so wish, unless your GP recommends alternative arrangements.
- 15.5. The administration of your medicines shall be discussed and agreed with you and shall be recorded in your Care Plan.
- 15.6. There shall be a choice of social and recreational activities if you wish to participate. You shall be consulted in the planning of these activities.

16. Visitors

- 16.1. Subject to clause 16.2, we encourage open visiting to the Care Home, provided that it is acceptable to the residents and does not in any way adversely affect the quality of life of residents in any way.
- 16.2. Please note that we reserve the right to refuse or limit entry of visitors to the Care Home where: (i) the Care Home is required to close to external visitors / third parties in accordance with National guidance or infection control measures; or (ii) the behaviour of the relevant visitor is not acceptable or poses a risk to our Staff or other residents at the Care Home.

17. Our obligations to You

- 17.1. We agree:
 - 17.1.1. to comply with all applicable laws and regulations including the relevant Care Legislation and Fundamental Standards in the provision of the Services to you in accordance with your Care Plan;
 - 17.1.2. to ensure that the Care Home complies with the conditions of registration as

determined by the Regulator;

- 17.1.3. to regularly assess your care needs with you and your Representative (where applicable) and to agree with you any changes to your Care Plan to ensure the Care Plan meets your ongoing care needs. We shall ensure that you and/or your Representative have access to your Care Plan and any other information relevant to you;
 - 17.1.4. to allow you as much personal freedom as possible to maintain a lifestyle of your choice. We shall only to restrict your movements for your personal safety or the safety of others;
 - 17.1.5. to contact your Representative and Care Manager in the event that you are involved in an accident or incident, as well as any other authorities who require to be notified;
 - 17.1.6. to provide on request safekeeping for your personal effects required to be brought into the Care Home up to such limit of value as we may from time to time determine, currently £500;
 - 17.1.7. to share information related to your care needs with your Care Manager on request and otherwise to treat all information relating to you as confidential;
 - 17.1.8. to work with you and/or your Representative (where applicable) to ensure a smooth transition should you choose or require to move out of the Care Home.
- 17.2. No member of Staff at the Care Home is permitted to become an executor in respect of your will.
- 17.3. Other than any donations made by you or your Representative to the Care Home, no member of Staff at the Care Home is allowed to: (i) receive hospitality; or (ii) accept gifts (including gifts of money) from you or your family, unless this has been previously agreed with us.

18. Your obligations to Us

18.1. You agree:

- 18.1.1. to inform us as soon as reasonably practicable of a change in your personal financial circumstance which will have a detrimental impact on your ability to make payment of the Fees as they become due and payable;
- 18.1.2. to inform us of any medication that you administer yourself and allow us to monitor this;
- 18.1.3. that you have a responsibility to yourself and others to observe the health and safety rules and guidance of the Care Home to ensure the safety of everyone in the Care Home;
- 18.1.4. to inform us any time that you leave the Care Home, whether unaccompanied or with visitors, and also to give us an approximate time of return. We shall not be responsible for you once you are outside the Care Home unless you are accompanied by a member of our Staff; and
- 18.1.5. to leave the Care Home permanently on termination of this Residency Agreement in accordance with the termination provisions set out in clause 21 below.

18.2. You are asked to observe and comply with:

- 18.2.1. all policies and procedures of the Care Home, including in relation to smoking, consumption of alcohol and drugs and zero tolerance to abuse. Copies of policies and

procedures are available on request; and

18.2.2. Fire drills and any inspections which may be carried out at regular intervals.

19. Suggestions

You are welcome to make comments or suggestions at any time in respect of the Service you receive from us. We will review and consider your comments and suggestions and respond to you within 28 days.

20. Complaints

20.1. Should you be dissatisfied with any aspect of our Service, you have the right to complain to us and/or the relevant Regulator. We would encourage you to talk to us in the first instance. Your key worker, Care Manager or the Care Home manager (to the extent that your Care Manager and the Care Home manager are not the same person) shall be pleased to discuss with you or your Representative, any concerns that you may have.

20.2. We treat all complaints seriously. We agree to review and investigate your complaint as soon as possible and will provide you with a response within 28 days of raising your complaint. Further details of how to manage your complaint are set out in the Care Home's complaints procedure. A copy of our complaint procedure is available on request.

20.3. If we are unable to resolve the issue to your satisfaction, and you wish to refer your complaint to the Regulator, we shall assist you to do this. Details of the relevant Regulators are as follows:

- **England - Care Quality Commission**, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA
Telephone: 03000 616 161
Email: enquiries@cqc.org.uk
- **Scotland - Care Inspectorate**, Compass House, 11 Riverside Drive, Dundee, DD1 4NY
Telephone: 0345 600 9527
Email: concerns@careinspectorate.gov.scot
- **Wales – Care Inspectorate Wales**, Welsh Government office, Sarn Mynach, Llandudno Junction LL31 9RZ
Telephone: 0300 7900 126
Email: ciw@gov.wales

21. Termination

21.1. Subject to clause 21.2, You have the right to terminate this Residency Agreement at any time by giving 28 days' notice

21.2. If you are receiving respite or rehabilitation Services, either party may terminate this Residency Agreement at any time by giving 7 days' written notice.

21.3. We may terminate this Agreement and require you to leave the Care Home in the following circumstances:

21.3.1. in the event that we are no longer able to accommodate your care needs as set out in your Care Plan; or

- 21.3.2. any continuing breach by you or your Representative of the terms of this Residency Agreement; or
- 21.3.3. persistent non-compliance by you or your Representative of the policies and procedures of the Care Home.
- 21.4. We shall not terminate your residency or ask you to leave the Care Home without first conducting a review with you and your Representative. The reasons for the review shall be fully discussed together with possible solutions before any final decision is made on your continued stay within the Care Home.
- 21.5. After a review has taken place and where we, you and/or your Representative agree, we shall be entitled to terminate this Agreement upon giving you and/or you Representative 28 days' notice in writing, or less where both we, you and/or your Representative Care Home agree.
- 21.6. We shall notify you as soon as reasonably practicable, and in any event within 28 days, of a change of the registered provider of the Care Home or the transfer this Residency Agreement to another organisation.
- 21.7. The Residency Agreement shall terminate by giving not less than thirteen weeks' written notice to you and/or your Representative in the event that we require to close the Care Home. We shall fully cooperate with you, and/or your Representative to ensure that suitable alternative accommodation is secured.
- 21.8. During any notice period in relation to termination of this Residency Agreement, we shall cooperate with you and/or your Representative to ensure that:
 - 21.8.1. your needs are met in accordance with your Care Plan;
 - 21.8.2. that suitable alternative accommodation is secured.
- 21.9. You will be responsible for payment of your Fees for the duration of any notice period following termination of this Residency Agreement.

22. Liability

- 22.1. Nothing in this Residency Agreement shall exclude or limit our liability for:
 - 22.1.1. death or personal injury resulting from negligence by us or by our agents or Staff;
 - 22.1.2. any breach of statutory obligations imposed on us in providing you with Services;
 - 22.1.3. fraud, fraudulent misrepresentation; or
 - 22.1.4. any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 22.2. Subject to clause 22.1, 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 Residency Agreement or otherwise arising out of or in connection with your residency at the Care Home, except for those losses which we could reasonably foresee would result from a failure to comply with this Residency Agreement or breach of duty to you.
- 22.3. Subject to clauses 22.1 and 22.2, 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.
- 22.4. Subject to clauses 22.1, 22.2 and 22.3, our total aggregate liability to you, or any other party

to this Residency Agreement, arising out of, or in connection with, your residency at the Care Home shall in not exceed £1,000,000.

23. Data Protection

23.1. The Company is required collect and process your personal data and sensitive personal data, each as defined under the Data Protection Act 2018 and General Data Protection Regulation (DPA), in the provision of the Services to you. You will be provided with a copy of our privacy statement on or prior to the Date of Admission.

23.2. We shall be a data controller in relation to the processing of your personal data and sensitive personal data. We agree to comply with our obligations as a data controller in accordance with DPA.

24. Variation

No variation of this Residency Agreement shall be valid or effective unless it is in writing, refers to this Residency Agreement and is duly signed or executed by, or on behalf of, each Party.

25. Severance

If any provision of this Residency Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Residency Agreement shall not be affected.

26. Third Party Rights

A person who is not a party to this Residency Agreement shall not have any rights under The Contract (Rights of Third Parties) Act 1999 / The Contract (Third Party Rights) (Scotland) Act 2017 (as applicable) to enforce any of the provisions of this Agreement.

27. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws where substantial performance of this Residency Agreement takes place, which shall be:

- for all care homes in England and Wales, the laws of England and Wales;
- for all care homes in Scotland, Scots Law.

28. Jurisdiction

28.1. Each party irrevocably agrees that the relevant courts where substantial performance of this Residency Agreement takes place, which shall be:

- for all care homes in England and Wales, the laws of England and Wales;
- for all care homes in Scotland, Scots Law.

28.2. The relevant court shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Residency Agreement or its subject matter or formation.