

Resident Admission Agreement

Home	
Company	
Resident's Surname	
Resident's First and Middle Names	
Resident's Title	
Resident's Date of Birth	
Type of Admission Permanent/Respite/Day Care Respite Fees - payable in full before admission	
Date of Admission	
Date of Last night (for Respite residencies)	
Room No.	
Funding of Weekly Fee	
Total weekly fee	£
Payable by resident	£
Local Authority	£
NHS payment	£
Third party payment	£
Client contribution	£
Day care rate	£ per day
Invoicing Details	
Name	
Relationship to resident	
Address	
Post Code	

Telephone	
Email	
<p>Fee per week from admission until following fee reviews on 1st April in accordance with the Terms and Conditions.</p> <p>Fees are payable by Direct Debit in advance on the 1st working day of each month</p> <p>All Payable by Resident unless stated otherwise</p>	
<p>Responsibility for payment of additional fees for services and products</p> <p>All payable by Resident unless stated otherwise</p>	<p>Resident/Third Party Payer* optional</p> <p>*delete as applicable</p>
Property & Financial Affairs Attorney's/Court Deputy's name & address (if applicable)	
Health & Welfare Attorney's/Court Deputy's name & address (if applicable)	
Third Party Payer's name & address	

Important pre-admission conditions

Before admission into the Home, the Home Manager is required to ensure that a health questionnaire (CP31 form) has been satisfactorily completed.

As the Resident or representative, you must complete and deliver the following to the Home Manager before your admission into the home (in the case of an emergency admission, within 5 working days) or we reserve the right to withdraw our offer of accommodation and care:

- a) A signed copy of this Admission Agreement.
- b) A signed Direct Debit Mandate (if funding is coming from a Local Authority or the NHS this is still required for collecting payment of any sundries and client contributions).
- c) For privately funded residents only, payment against any invoice issued for the fees to the end of the first month of stay.

d) For privately funded residents only, sufficient evidence of 24 months' funding.

As noted in the Terms & Conditions of Residence, on admission into the Home you are joining us on a trial period of four weeks. During this period, a reduced period of notice of 7 days may be given on either side. Otherwise, the Terms & Conditions of Residence shall have full force and effect during the trial period.

Declaration and Signature

I confirm that the details above are correct. I have read this Contract including the Terms & Conditions of Residence and confirm my agreement to it.

Signature: _____

Name: _____

Date: _____

Capacity *: _____

* Please state whether you are the Resident, Attorney or Third Party Payer

Agreement by Home

The Home agrees to comply with the terms of this Agreement.

Signature: _____

Name: _____

Position: _____

Date: _____

Terms & Conditions of Residence

1. Introduction

The philosophy of care within our Hartford Care Residential Care Home ("**Home**") is to understand and respect each person's individuality and to provide everything that is needed as part of living a dignified and fulfilling life in a warm, safe and happy environment. This is whether you are residing with us on a permanent, respite or daily basis. As soon as you move into one of our Homes, we recognise the special relationship that is created and we will ensure that we will nurture that relationship by remaining true to our core values of care, comfort and companionship.

As we are providing a service, it is a legal requirement that we should set out the terms and conditions that underpin the contractual side of the relationship that exists between us. These Terms & Conditions of Residence ("**Terms & Conditions**"), along with the Admission Agreement ("**Admission Agreement**"), form the contract ("**Contract**") between us.

The Contract is a legally binding document that will apply as soon as you are admitted into the Home. You should read these Terms & Conditions carefully as it is important that you understand them before signing the Admission Agreement that will allow your admission into the Home. We would encourage you to take independent legal advice should you be unsure of any aspect of the Contract.

Throughout the Contract, any reference to "**we**", "**us**" or "**our**" will mean whichever Hartford Care Company is listed on the Admission Agreement. Any reference to "**you**" or "**your**" will mean the person named as the resident on the Admission Agreement.

2. Information for Representatives of Residents

If you are the representative of a resident and sign this Contract on the resident's behalf, these Terms & Conditions will apply to you in the same way as they apply to the resident. You will be personally bound by this Contract unless you have signed the Admission Agreement in the capacity of the resident's validly appointed Power of Attorney.

3. Fees

3.1 Fee Payable

The weekly fee applicable from the date of admission to the Home is as set out in the Admission Agreement ("**Total Weekly Fee**"). By signing this Contract you agree to pay all fees on time and in full.

For all residents entering the home on a privately funded basis, you will need to provide evidence of how the fees are to be funded for a minimum period of 24 months. This includes where part, or all, of that funding is to come from the proceeds of a future property sale, in which case appropriate written evidence may be required from a Local Authority of any 12-week disregard arrangement and/or Deferred Payment Agreement that could be put in place.

Where the fees are to be part or fully funded by either a Local Authority, NHS or other government body (otherwise referred to as a **"Funding Authority"**) written confirmation of that Funding Authority's contribution towards the Total Weekly Fee is required before admission into the home.

The Total Weekly Fee is stated without any VAT added. Should at any time the services that we supply become chargeable to VAT, we would add VAT to the Total Weekly Fee that is payable by you and/or the Funding Authority.

3.2 Funding Authority Contributions

Even though any fees due to us by a Funding Authority are governed by a separate legal framework agreement between us and the Funding Authority, you may be required to agree with the Funding Authority an amount that you have to fund yourself (which is referred to as a **"Client Contribution"**).

For the avoidance of doubt, any Funded Nursing Care contributions (**"FNC Contributions"**) are separate to, and in addition to, the Total Weekly Fee stated on the Admission Agreement.

3.3 Third Party Top-ups

If a Funding Authority has agreed to fund your stay in our Home, but the funding rate (including any Client Contribution) is less than our quoted Total Weekly Fee, then a top-up contribution will be required from a third party. This will be detailed within the Admission Agreement.

3.4 Deposit for reserving a room

In cases where a request is made to reserve a room with a future move-in date two or more weeks beyond the date of your formal care needs assessment, we will request a Holding Deposit that will amount to a minimum of two weeks' fees. The Holding Deposit will be refundable in full after the scheduled move-in day. Should you fail to move in for whatever reason, then we would reserve the right to treat 50% of the Holding Deposit as non-refundable.

3.5 Calculation of fees for privately funded residents

Fees to the last day of the month of admission are calculated on a nightly basis by dividing the weekly fee by seven and multiplying by the number of nights to the end of the first month.

Thereafter, for ease of budgeting, a monthly fee is calculated by reference to the weekly fee divided by seven, multiplied by the standard 365 days in the year, and then divided by twelve.

For short term respite stays (minimum seven nights, maximum eight weeks), the fees are charged on a nightly basis (Total Weekly Fee divided by seven).

3.6 Invoicing and payment terms for privately funded residents

Fees for the full duration of all short-term respite stays, are invoiced and payable in full prior to the date of admission to the Home.

Fees to the end of the first month of stay at the Home for permanent residents are invoiced in advance of day of admission and are payable immediately.

All ongoing monthly fees payable are invoiced and payable in advance by Direct Debit. You will be advised of the amount payable for any given month on or around the 22nd of the previous month, prior to the monthly fee being collected on the first working day of the month.

In a Leap Year, the extra day will be invoiced separately and is payable in advance by Direct Debit on the first working day in February.

We reserve the right to charge interest at 3% above the minimum lending rate of NatWest Bank Plc currently in force, on any sums still outstanding fourteen days after the due date. In the event of any payments requested being returned to us from your bank as not honored due to insufficient funds, a charge of £25 will be made on your account to cover the bank and administrative costs.

Should you move from respite to permanent stay or wish to extend an existing short-term respite stay, you will be required to complete and sign a new Admission Agreement.

3.7 Absence

You must give us 28 days' written notice if you are going to be absent on holiday. Your accommodation will be reserved during the period of absence provided that fees continue to be paid.

During a temporary absence from the home, such as a visit to hospital, fees remain payable in full. The home will review and, at its discretion decide whether this shall continue if the absence extends beyond a consecutive six-week period.

If you decide to leave the home, then you must give us twenty-eight days formal written notice. During the period of notice, access to your room must be granted to interested potential residents.

After expiry of any notice period, your accommodation will not be treated as having been vacated until it has been emptied of all your personal effects. If personal effects remain in your room after you have left, fees will remain due up until the point where we reserve the right to place them into storage and to charge you the cost of so doing. If they are not claimed after eight weeks, they will be disposed of.

3.8 Changes in funding arrangements

If there are any changes in your financial circumstances that would affect your ability to privately fund your stay in our Home or affect your eligibility for funding from a Funding Authority, then you must make the Home Manager aware at the earliest opportunity.

We will make every effort to ensure that you are able to remain in residence within the Home should your financial situation change. If a funding shortfall arises, we reserve the right to negotiate a move to less expensive accommodation within the home as an alternative to giving notice under these Terms & Conditions.

You will be responsible for liaising with the appropriate Funding Authority where necessary and we will provide support and assistance in any ongoing discussions with that Funding Authority. We will consult with you to review and agree your options should there be any funding shortfall. If there is no possibility of a third-party top-up to bridge a funding shortfall, then we reserve the right to give notice (not less than 28 days) and support you in moving to alternative accommodation.

If at any point a Funding Authority agrees to fund all or part of the Total Weekly Fee retrospectively, then to the extent that any of those retrospective payments are for fees which have previously been paid by you or a third party, we will refund them upon receipt of the relevant retrospective payments from the Funding Authority.

If you are fully funded by the NHS, it is important to understand that the NHS routinely re-assesses people for their eligibility to continue receiving Continuous Health Care (“CHC”) funding and, although only in exceptional circumstances, it can be withdrawn at any time. Where somebody has their CHC funding withdrawn by the NHS, we will make every effort to work with you but you must be aware that if alternative means of funding cannot be found, arrangements will need to be made for payment of the fees by you, your representative or third party.

In all cases, we may find it necessary to serve notice if a satisfactory fee is not able to be negotiated with you and/or a Funding Authority.

3.9 Death

In the event of death, it is our practice to notify next of kin and to offer all reasonable assistance with the funeral arrangements in accordance with any instructions that you may have previously given. Fees will remain due on the accommodation up until, and including, the day that the room has been emptied of all personal effects. However, this period will be for no longer than 10 days unless your family or representative has agreed with the home manager to pay for a specific time-limited extension for clearing the room.

After the expiry of the 10-day period, or extended period where relevant, we reserve the right to put the personal effects into storage and to charge for the cost of so doing.

3.10 Review of fees

It is our custom to review annually the level of fees charged for all rooms in order to reflect changes in the costs of running the Home or significant increases in utilities, or as a result of changes in legislation coming into force. The annual review date is as stated on the Admission Agreement and we will provide at least 28 days’ notice in writing of any increase. The review will take into account changes in the National Living Wage index to the extent that it impacts employment costs, the Consumer Prices Index to the extent that it impacts

other costs, along with any other exceptional factors that are not already reflected in the standard indices used.

We reserve the right to amend your weekly fee at other times and in particular, should you change your room or your care needs change considerably. With any change in care needs, we will consult with you and your family and involve you in any decision to provide additional care. Following this consultation, we will give you 28 days' notice in writing before implementing a change in your fees for this reason.

There may be circumstances where we feel we are no longer able to meet your care needs. In this event, prior consultation will take place with you, your next of kin or representative and your GP to discuss this and we will use our best endeavors to work with you in finding appropriate, alternative accommodation.

4. Provision of Services

4.1 Services

In return for payment of fees, we will provide you with a bedroom, bathroom facilities and the use of all communal rooms and gardens at the home, together with 24-hour care and the provision of food, light, heat, housekeeping and laundry.

Other services, for which an additional fee will be payable by you, are available, the details of which can be provided by the Home manager. Such services include, but are not limited to, hairdressing, chiropody, nails/manicure/pedicure services, newspapers and escorted visits to GP's, hospitals etc. when family and friends are unavailable. The fees incurred by taking advantage of any extra services should be dealt with directly by you and the cost of any such service is strictly between you and whoever is providing the service. However, you may prefer the Home to pay for extra services on your behalf and invoice you monthly at cost, plus an additional 5% charge to reflect the administration cost.

4.2 Admission Criteria & Emergency Admission

The criteria for admission into the Home are as follows:

- The person is of low or medium dependency (high dependency where nursing care is provided).
- The person has the needs of an older person.

To ensure we are able to meet the needs of prospective residents, an initial assessment is carried out prior to admission (except for emergency cases) which covers a range of any medical, health and social requirements whilst taking into account residents already living at the Home.

In the case of an emergency admission, we gather as much information about the person as possible and would carry out a full assessment within 24 hours after admission, if we were unable to do this before.

4.3 Care Needs

Prior to admission, we will complete a pre-admission questionnaire which will provide us with full information as to the state of your health, your care needs and the name and address of your General Practitioner (GP), your next of kin or other person to be contacted in the event of an emergency and your personal preferences. Details regarding wishes in the event of death will also be required. Please keep us informed of any changes which may occur from time to time.

A record will be kept of your relevant medical information and of all care given including doctor visits, visits made by other health professionals, any admissions to hospital, visits to clinics, dentists, etc. These records will be kept secure within the Home.

An individual care plan will be agreed between you and the Home within the first week of admission which will be reviewed and updated monthly or earlier should your needs change. A full review will also take place on a three-monthly basis and we encourage residents and, where appropriate, their relatives to participate in these reviews and the development of their care plan. If you are funded by the Local Authority, a six-monthly review is arranged and will have the care manager present, as well as your representative.

We undertake to order, take charge of and administer all your prescribed medication unless self-administration has been assessed and agreed.

5. Trial period

It has been agreed that you will join us for a trial period of four weeks, during which time a reduced period of seven days' notice may be given on either side. Any fees that you have paid for any period beyond the expiry of the notice period (or the date of departure if later) will be refunded to you. Where you leave the home before the end of the notice period and we are able to re-allocate your room to someone else before that period expires, we will refund any payments that you have made for the period following re-allocation. Otherwise, the provisions of this agreement shall have full force and effect during the trial period.

6. Termination

We may terminate the Contract between us and ask you to vacate the Home for the following reasons:

- a) If you repeatedly fail to ensure that all fees and charges are paid, in which case we will give you 28 days' written notice;
- b) If you are in breach of, or fail to perform, the terms of this agreement or any regulations made for the conduct of the home, in which case we will give you 28 days' written notice;
- c) If a substantial deterioration in your medical condition or your health care needs increase to a level that results in the home being unable to meet your care needs, in which case we will give you 28 days' written notice;
- d) If in our reasonable opinion you persistently behave in a way that seriously affects the wellbeing of other residents and staff in the home. Before asking you to leave the home, we will make all reasonable efforts to address and manage detrimental behavior and consult with you and your family to ensure you understand that a problem has

arisen and are supported to behave in a different way.

- e) Where we ask you to leave, we will provide you with 28 days' written notice, but we will work with you to help you find suitable alternative accommodation.

You may terminate the Contract between us by giving us at least 28 days' written notice, or, where there has been a material breach by us of the Contract which remains un-remedied by us for 30 days after you have notified us, by giving us 14 days' written notice. If you have entered the Home on a short-term respite basis not exceeding 8 weeks in length, your required notice period is one week.

7. Type of Residency

No tenancy of any kind is created as a result of your occupancy of accommodation at the Home and we reserve the right after consultation with you to ask you to move to other accommodation within the Home. The control of the accommodation will at all times remain with the Service Provider and the benefit of this Contract is personal to you and is not assignable.

We reserve the right to charge you for any damage caused by you to the Home or to its contents, fair wear and tear excepted.

8. Personal items

Furniture and effects may, where possible, be brought into your room but all furniture and soft furnishings must have a fire-retardant label attached. You must provide your own clothes, toiletries and other personal items. Please ensure that all items of clothing are labelled (or easily identified) and suitable for machine washing and tumble drying.

If you wish to bring into the Home any electrical items, then we must be allowed to inspect these, to ensure that they are safe before they are used. A charge will be made for a Portable Appliance Test on electrical items, the cost of which we will inform you of prior to the test. We reserve the right, at our discretion, to withhold permission for the use of any item. Kettles and fires will only be permitted in your room under the most exceptional circumstances and, if permitted, use of an electric fire or heater will be made subject to a supplementary agreement and charge.

We cannot accept responsibility for the loss, damage or theft of personal property belonging to residents or their visitors such as cash, credit cards, certificates, bonds, cheques, deeds, documents, jewelry, furniture, furnishings, clothing, personal effects or other items which you may bring with you. You are advised to take out insurance cover for these belongings.

9. Gifts

We have a clearly defined 'Acceptance of Gifts' policy which states that our staff are permitted to accept gifts of limited financial value such as chocolates, flowers or drinks but these must be brought to the attention of the registered Home Manager who will then ensure they are distributed amongst all staff.

Gifts of a greater value, money, possessions or bequests under Wills cannot be accepted by staff from residents or relatives under any circumstances.

10. Liability

Whilst ensuring that the Home is kept as safe as possible, no responsibility can be accepted for:

- (a) Any accident, injury or damage that may befall you or any of your possessions other than death or personal injury caused as a result of our negligence;
- (b) You or your possessions whilst outside the Home;
- (c) Any loss, damage or deterioration in your property which may be caused, or contributed to, by circumstances beyond our control.

11. Pets

If a Resident wishes to bring a pet to the home this will be considered on a case by case basis.

12. No smoking policy

To minimise the risk of fire and to comply with current legislation, residents and visitors are prohibited from smoking in any part of the building (external designated areas are provided) and are asked to refrain from the use of naked flames i.e. candles in their bedrooms

13. Complaints

We take complaints very seriously, no matter how small they may seem and aim to deal with them in a thorough, professional and timely manner. If you, or your family members/representatives, wish to raise a concern or complaint, either verbally or in writing, we encourage you to approach the manager who will record it and attempt to come to an agreeable outcome within 72 hours.

Should you feel that the matter has not been dealt with appropriately, it may be raised with the Nominated Individual (please refer to our complaints procedure for contact details). The Nominated Individual will attempt to resolve the problem(s) within 7 working days. A written acknowledgement of the matter will be sent within 5 working days.

If you have complained to us about your treatment in the Home, or about any aspect of the running of the Home that is causing you concern and you are not satisfied with the outcome, you can refer your complaint to the Local Government Ombudsman ("LGO") and ask for it to be reviewed. The LGO provides a free, independent service. The LGO advice team can be contacted for information and advice, or to register your complaint:

Tel: 0300 0610614 Email: advice@lgo.org.uk Website: www.lgo.org.uk

The LGO will not usually investigate a complaint until the Service Provider has had an opportunity to respond and resolve matters.

Our service is registered with and regulated by the Care Quality Commission (CQC). The CQC cannot get involved in individual complaints about providers but is happy to receive information about our services at any time. You can contact the CQC at:

Care Quality Commission, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA
Tel: 03000 616161 Web: www.cqc.org.uk/contactus.cfm

14. Data Protection

14.1 Resident Privacy Notice

Our Resident Privacy Notice sets out the types of personal information we collect in the course of providing residential and nursing care for our residents which are listed in the following categories:

- Identity Data: your name, address, date of birth, telephone numbers, email addresses;
- Power of Attorney details;
- Family Data: name, address, telephone numbers and email addresses of family members that you or your Power of Attorney have requested we hold;
- Gender, marital status, political beliefs, ethnicity, religion or sexuality;
- Medical Data: name of your doctor, NHS number, full medical history and medication details;
- Dietary requirements;
- Interests and hobbies;
- Financial Data: details of your personal finances, including bank account details.

Our Resident Privacy Notice also contains important information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event you have a complaint. This Notice is available on our website (www.hartfordcare.co.uk). Alternatively, a copy can be requested from the Home Manager.

14.2 Photographs

At each Home, we take photographs of our residents and staff at parties, outings, special events and during our day-to-day activities. From time to time, we would like to be able to use these photos for publishing on our website, our newsletter, social media and other marketing materials for the purpose of showing people what life is like within the Home along with news of special events.

However, in order to protect your personal data and privacy, we will only do this if you have specifically provided permission for us to do so by signing an Image Consent Form.

15. Variation

Any variation to these Terms & Conditions can only be accepted if agreed between us in writing.