

## **TERMS AND CONDITIONS OF CARE AGREEMENT BETWEEN A RESIDENT AND THE NURSING HOME.**

Name of Resident \_\_\_\_\_ Room No.-----

### **1. WELCOME**

As a resident coming into our Nursing Home we extend to you a warm welcome. We shall do our best to ensure that you are well provided for, your particular needs are met and your health and safety are safeguarded. In matters relating to your health and welfare we shall consult with you and/ or your family or adviser in accordance with your wishes.

### **2. GENERAL**

The nursing home is run as a mature family community and as a member of that community; you will enjoy rights to privacy and independence whilst obtaining such help as you require preserving and improving your quality of life. Care needs differ with each individual and it is our objective to work with you to identify your care needs and to provide care and support to meet these needs.

### **3. REGISTRATION**

The Home is registered and accredited by the Care Quality Commission (CQC) as an approved nursing home. As such it is subject to regular inspections and unannounced visits by officers of the CQC.

### **4. INITIAL RESIDENCE**

As a resident you should be satisfied that your care needs are being met and you are receiving the amount and quality of help required. The Manager of the home should be satisfied that they are able to provide the level of care required and that you will benefit from this care. It may take time to properly assess these care needs and to allow understanding to develop between each other. The initial four weeks of residence shall therefore, be considered a trial period, during this time either party may terminate the agreement with immediate effect for any reasons.

### **5. STATUS OF AGREEMENT**

This agreement is between you, the resident and the Management of the Nursing Home. It details the various conditions that apply during a resident's stay. Any variation to this agreement must be in writing and signed by both parties.

### **6. SERVICES PROVIDED AND INCLUDED IN FEES**

This agreement is for care. This means the day –to-day care of the resident that is required in respect of their individual and personal needs. It includes,

**Ambleside Nursing Home**  
6 Southside  
Weston-super-Mare  
North Somerset BS23 2QT

Tel: 01934 642172

Email: [Manager@AmblesideNursingHome.co.uk](mailto:Manager@AmblesideNursingHome.co.uk)

Website: [www.AmblesideNursingHome.co.uk](http://www.AmblesideNursingHome.co.uk)

Company registration no. 08123689

- The provision of accommodation, decoration, furnishings, carpets etc. and the use of our lounge and dining room facilities suitably furnished and decorated.
- Meals are included and consist of breakfast, lunch and tea. Mid-morning, afternoon and evening hot drinks with biscuits. Suitable refreshments when required at other times of the day.
- Domestic services such as laundering of personal clothing (not including dry-cleaning), bed linen and blankets. The provision of heating, lighting and electrical supply. The cleaning of bedrooms, public rooms and corridors is provided.
- The provision of towels, face cloths, soap, toilet rolls, and light bulbs is included.
- Fair 'wear and tear' of furnishings and equipment including soft furnishings is included in the fee.
- The provision of personal care during the day and the night is included. The amount and type of care will vary and depends on your needs.
- When required, assistance with oral care, bathing, washing and dressing will be given. Assistance with mobility, help with toileting, provision of a commode when necessary.
- We will also provide opportunities for exercise and physical activities. We will assess the needs in relation to nutrition and monitor weight gain or loss.
- The health of each resident will be assessed on a daily basis and the resident's General practitioner will be called in as and whenever necessary.
- Medication and drugs will be safely stored and issued to the resident in accordance with the doctor's instructions and recorded as necessary. Records are kept on all medications used.

## **7. ADDITIONAL SERVICES NOT INCLUDED IN THE FEES**

A resident may require services that are not detailed above and we will facilitate access to those as required for an additional charge. Examples of such services are: hairdressing or hair cutting, chiropody, aromatherapy, dentistry, private hearing or sight tests, newspapers, magazines, personal telephone calls, personal television, personal toiletries and clothing.

## **8. NURSING CARE**

We are a registered nursing home and will be able to provide nursing care.

## **9. CARE DURING ILLNESS**

Where an illness does not require hospital admission, care will continue to be provided within the Home. Co-ordinators between the Home management and staff, the General Practitioner, the Community Nurse and other community service facilities shall be maintained for the benefit of the resident during the period of illness.

## **10. FIRE PRECAUTION**

The Home has to comply with the various fire regulations and the recommendations of the local fire authority. Residents must co-operate with the Home management in this respect and may also be required to participate in fire evacuation and other procedures.

## **11. FEES AND ROOM RESTORATION**

### **A) Frequency of payments**

Fees are payable monthly in advance by the resident or the person responsible for the resident's fees. The fee shall be payable at the time the room is reserved and should take effect from the first agreed date of residence. Thereafter, the fee shall be payable on the first working day of each month, unless otherwise agreed. Any part of day, including the arrival or departure, constitutes one day's fee.

### **B) Fees in the event of death**

In the event of death of the resident, fees shall be payable for the current period and until the room has been cleared of all its effects and is available for letting.

Where there are outstanding fees after death, such fees shall be charged to their estate or shall be payable by next of kin. Where a resident's furniture and effects are in the room the fees shall be incurred whether or not a resident is residing in the Home.

## **12. FEE REVIEW**

Fee shall normally be reviewed annually and the new fee shall apply from April. In the case of residents in receipt of income support the review shall coincide with the DWP income support or pension review. Additional care demands may necessitate a fee adjustment outside the annual review. This will only apply in cases of increase in care needs.

## **13. FEE REDUCTIONS**

No reduction will be made in fees for missed meals or absences of a period of up to four weeks. However, if a resident is admitted to hospital and the hospital stay is longer than four weeks, the fees will be reduced by 20%.

## **14. RESIDENCE**

As long as the conditions of the agreements are upheld the resident shall enjoy possession of his/ her private or shared room. Residency may be terminated on the basis of provisions made under this agreement and it should be noted that notice is as provided in this agreement. No rights of tenancy exist or implied. The benefits of this agreement shall be personal to the resident, and it is not transferrable.

## **15. FURNITURE EFFECTS**

### **a) Home Furnishings**

Various items of furniture shall be provided by the Home management e.g. a wardrobe, chest of drawers, bed, table and chair, arm chair or fireside chair, carpet, wash hand basin, mirror etc.

### **b) Resident's Furniture**

In some cases, the resident may wish to bring his or her own furniture in to the Home. This may be possible depending on general suitability and condition of the item. In case where resident wishes furniture to be brought into the Home this must be specifically agreed and a copy of an inventory kept by each party to the agreement. The cost of maintaining and transporting such items in or out of the Home is the resident's responsibility.

### **c) Resident's Effects**

Many residents wish to bring smaller effects such as ornaments, pictures into the Home as these often hold treasured memories and this is encouraged.

### **d) Damage to Furniture and Effects**

The management reserves the right to charge a resident for the replacement cost of any furniture, furnishings, defects or equipment which has been damaged by default, or wilful act of the resident. This shall not apply to fair wear and tear.

### **e) Abandoned Effects**

If the resident leaves the Home or dies leaving effects in the room and no arrangements are made to clear the effects, the management shall make reasonable effort to contact the resident's next of kin or Solicitor for instruction. In the absence of instruction or if no provision has been made within 7 days, the Home management shall be entitled to treat the effects as abandoned. Any money received from such effects shall be used for residents' outings or donated to charity.

## **16. ELECTRICAL APPLIANCES**

A resident shall bring no electrical appliances into the Home unless management approves such appliance for safety and agrees on its suitability for use in the Home.

Such an appliance shall be given a safety examination by a qualified electrician on a regular basis and paid for by the resident.

## **17. TERMINATION OF RESIDENCE**

### **Notice**

Residence may be terminated in some instances. Either party to the agreement shall give a normal period of notice of four weeks unless waived or inappropriate.

Some examples where termination of residence is appropriate are given below but these examples are not exhaustive.

- i. Resident's care needs are different from those normally supplied by the Home.
- ii. A doctor advises different care for the resident.
- iii. Fees are not paid in accordance with the contract.\*
- iv. The resident displays unsuitable behaviour. \*\*
- v. The resident's presence in the Home causes a risk to the health and welfare of him/ herself and or other residents. \*\*

\* Note: in this event the Home management may only give seven days' notice.

\*\*Note: in this event it may not be possible to give notice and resident may be asked to leave the home immediately.

## **18. MEALS**

### **a) Meal Times**

The following meals shall be supplied at the appropriate times stated but special requirements shall be met if agreed between the two parties to the agreement.

Breakfast is served from	7.00 am
Lunch is served from	12.00 Noon
Dinner is served from	5.00 pm
Supper is served from	8.30pm

Additionally, a variety of drinks and biscuits shall be served throughout the day. A resident shall also be served with refreshments when requested outside these arrangements.

### **b) Diets**

Special diets can be catered for and a resident should discuss any special dietary needs with the Home management or alternatively, can advise management to discuss their needs with their General Practitioner.

### **c) Choice**

A suitable alternative meal shall be available as required so that a resident has a choice.

## **19. VISITORS**

All visitors are requested to advise staff their arrival/ departure and sign the visitor's book. A visitor or resident wishing a private discussion and who does not have the required privacy, should advise management accordingly and appropriate arrangements will be readily made.

## **20. MARKED CLOTHING**

All clothing must be clearly marked with the resident's name on entry to the Home, where possible by the next of kin.

## **21. PETS**

Unfortunately, residents in the Home cannot keep pets. Visitors are not allowed to bring pets into the home, but they can be visited outside the building if the residents like to see their pets after prior consultation with the Manager.

## **22. GIFTS AND DEEDS**

The policy of this Home is for management and staff not to accept gifts. Staffs are not allowed to assist in the preparation of wills. Staffs are not allowed to advice or are party to any financial arrangements for a resident nor to act as a witness or become an executor of a resident's will.

## **23. MONEY**

Pocket money is the responsibility of the resident or his/ her next of Kin. Any money handled by the Home will be kept in safe, recorded and accounted for at all times.

## **24. SMOKING**

Smoking can be a danger as an accident with a match or a Lighter or cigarette could lead to fire in the Home. Therefore, smoking is not allowed inside the building.

## **25. PERSONAL USE OF MEDICINE**

If a resident wishes to keep their own medication, they are asked to discuss this with the management and if agreed facilities will be provided. A resident shall not use or keep any drugs in the Home unless they are currently prescribed for the resident by a General Practitioner or Hospital doctor.

## **26. INSURANCE OF CLOTHING AND EFFECTS**

The management agrees to insure the resident's effects up to £500.

## **27. LOSS OR DAMAGE TO RESIDENTS' PROPERTY**

Residents who have property and effects in excess of the above amount, or single items in excess of £100, are strongly advised to arrange independent insurance, as the Home shall not be liable. The management shall give such assistance as the resident may require in obtaining this insurance.

## **28. PERSONAL INJURY**

We try to ensure that the Home furniture, fittings and gardens are kept as safe as possible. However, no responsibility can be accepted for any accident or injury that may befall a resident that is due to causes other than negligence.

## **29. FUNERAL ARRANGEMENTS**

Fees do not cover funeral costs. The next of kin will normally make these arrangements. It is requested, for all concerned, that a will and a written agreements about funeral arrangements are made before a resident enters the Home, it is important to be aware of the wishes of the resident.

## **30. RESIDENTS' SUGGESTIONS**

Residents are encouraged to comment on the running of the Home. Management and staff welcome suggestions by any resident or relative that can help us with the care or service given.

## 31. COMPLAINTS

Residents and their representatives are encouraged to seek advice and information from staff members on matters that they are concerned about. We actively encourage residents or their representatives to speak up if they are unhappy with any aspect of the service provided. When you feel it is necessary to make a formal complaint you may do so verbally in person or by telephone in writing.

The management will respond to your complaint within three working days, providing a copy of the recorded complaint and the contact details of the person who has authority to resolve the complaint. Our policy is to respond to a complaint in writing within 28 days, with the aim of rectifying the complaint within this period. Where this is not possible updates will be communicated in writing every 28 days until the complaint is resolved.

Should the complaint be considered a serious untoward incident, the Manager will raise the issue with the relevant authorities. If you wish to contact the Home's inspector at any time during the process regarding the care being provided, you may contact them at:

Care Quality Commission (CQC)

Citygate

Gallowgate

Newcastle upon Tyne

NE1 4PA

Telephone: 03000 616161 E-mail:enquiries@cqc.org.uk

### **What should you do if you are unhappy with the reply you receive from Ambleside Nursing Home?**

The first thing you should do is tell the Home why you are unhappy with their reply. Often matters can be rectified at this stage. However, where this is not possible you will need to take the following action depending on how your care is funded.

#### **Care funded by your Local Authority (LA)**

If you are unhappy with the reply you receive from Ambleside Nursing Home when you complain you can take your complaint to your local social services department. You will need to follow their complaints procedure – your social worker, care manager or the department itself will explain what to do. You can find the address of your local social services department at [www.direct.gov.uk](http://www.direct.gov.uk). The care service or social services department should try to sort out your complaint themselves and put things right to prevent the same thing happening again. Don't forget you can still share your experience of care with CQC so they can check that providers are meeting essential standards.

#### **How to complain about a health care or social care service**

If you are not satisfied with the final reply from the local social services department, you can complain to the Local Government Ombudsman. There are three ombudsmen in England and they each deal with complaints from different parts of the country. However, you should first send your complaints to:

The Local Government Ombudsman

PO Box 4771,

Coventry

CV4 0EH.

Tel: 0300 0610614 or 0845 602 1983

#### **Complaints about care that you pay for yourself**

Ask the Local Government Ombudsman to take your case if you are not happy about how Ambleside Nursing Home dealt with your complaint about care that you pay for yourself.

Whilst it is important for you to know that you can complain and make suggestions, it is also important to us you feel happy and comfortable with the quality of life within the Home. Therefore, compliments are always recorded so that the standards at Ambleside Nursing Home can be seen to be effective. A resident will, at no time, be discriminated against for making a complaint. This procedure is displayed within the Home and issued on our Contract of Residence.

## 32. FEES PAYABLE

You will be notified of the fee payable when you commence your occupancy based on care needs and type of accommodation. If care needs change during the stay it may result in a change in fees, and you will be informed accordingly. Fees payable is shown below when you commence your occupancy.

Please refer to the *Service User Guide* for the full details of fees, which is enclosed.

	£
Full Fees (Self funders)	
Service user contribution – where LA partly funds the nursing care	
Top up Fees (payable by third party)	
Total Fees per week	
Total Fees per calendar month	

The fee payable from the commencement of residence shall be £\_\_\_\_\_ per month.

Proposed commencement date \_\_\_\_\_.

All fees are payable in advance on 1<sup>st</sup> day of the month and any non-payment will incur an interest charge as well as any costs incurred in recovering the debt. The Home reserve the right to terminate the contract immediately if the non-payment exceeds 14 days.

### 33. PERSON RESPONSIBLE FOR RESIDENT'S FINANCIAL AFFAIRS

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Resident/ Power of Attorney

I hereby agree to pay the full fees / third party contribution and act as a guarantor for the service user contribution.  
(Please delete as appropriate)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Next of Kin/Third Party Contributor

Signed \_\_\_\_\_ Date \_\_\_\_\_

Manager

,

This contract is legally binding document whereby the Home management sign to bind them to provide those services listed and the Resident / Power of Attorney signs to agree to comply. Failure by either party to abide by the contract would create a "breach of contract".