



TERMS AND CONDITIONS OF RESIDENCE AT

RCH Care Homes

This Agreement is between RCH Care Homes Ltd

Name: X

Name: X

By signing the Terms and Conditions of Residence you agree to be bound by the conditions set out in Clause 12 of this agreement. You should consider seeking independent legal advice before signing this Guarantee.

This Agreement details the Terms and Conditions under which the accommodation and care and support services are delivered by the Provider to the Resident. **This contract must be signed prior to admission. This is a residency & for the avoidance of doubt not a tenancy agreement.**

This contract is issued for Self-Funding Care only.
RESIDENT DETAILS:

Name: X **DOB: X**
Address: X

Admission date: X

Next of kin: X Relationship: X

Address: X

Post Code: X **Tel No: X**
Email: X

Name of Current GP: X

Address: X

Post Code: X Tel No: X



1.0 Address: TRIAL PERIOD

1.1 The first 4 weeks are mutually recognised as a trial period. In the case of Younger Adults this period is extended to three months. The home or you may terminate the agreement by giving notice of one week in writing, within the trial period without giving any reason.

2.0 ACCOMMODATION

2.1 The accommodation will be a single occupancy fully furnished room.

Room Number **X** at RCH Care Homes.

2.2 The room will include the following furniture:

- A single bed.
- Curtains.
- A mirror.
- Overhead and bedside lighting.
- A comfortable chair.
- Enclosed clothes hanging space and drawers.
- At least two accessible double electric sockets.
- A bedside table.

2.3 Where applicable, the room will have en-suite toilet including a hand basin as a minimum.

2.4 If the Resident wishes to bring articles of personal furniture to the home, this should be discussed with the Care Centre Manager, prior to moving in and where reasonable and practicable such a wish will be accommodated. This must conform to current safety standards.

2.5 The accommodation related services shall include all of the following (this list is not exhaustive)

- Clean bed linen, weekly at minimum.
- Clean towels as required.
- All personal laundry.
- A choice of wholesome food.
- Drinks including fruit juice, tea and coffee, squashes and milk drinks.
- Assistance in arranging transport and access to community facilities.
- Fresh fruit.
- Shaving, Glasses and denture cleaning daily, if required.
- Assistance with reading and writing letters, emails.



- Wherever practicable and safe assistance in conveying and accompanying the Resident to hospital where a relative or friend cannot do so. There will be a charge for this based on staff time.

2.6 The Provider shall arrange for the home to be maintained in a clean safe and hygienic manner and as far as practicable, odour free.

2.7 The provider may make a specific smoking area available for Residents. For safety reasons we have a no smoking policy with respect to the use of bedrooms, bathrooms, dining rooms & communal social areas.

2.8 The Provider shall ensure that the Home, associated buildings, fixtures, fittings and furnishings are at all times kept fully covered against all insurable risks.

3.0 CARE AND SUPPORT SERVICES

3.1 The Resident shall have an agreed Care Plan detailing how the Resident's identified needs will be met. The Care Plan will be the subject of a monthly review or as needs change to take account of changing needs.

3.2 The Provider shall ensure that as far as is reasonable and practicable the care and support services identified as required by the Resident and stated in the Resident Plan are made provided.

3.3 The Provider shall consult with the Resident on matters of social interest and whenever practicable, enable the Resident to participate in community activities.

3.4 The Provider shall ensure that as far as is practicable the Resident is enabled to attend religious services of their choice.

3.5 The provider shall ensure that a safe system is maintained for the storage and dispensation of medication. Residents who wish to administer medication themselves will receive assistance where required. However, for safety reasons a risk assessment will need to be completed by the Home's Manager to ensure self-medication is without risk to the resident.

4.0 QUALITY ASSURANCE

4.1 The Provider shall have systems in place to ensure the quality of the services they provide. In the event that a Resident or their relative or advocate are not satisfied with any part of the Services provided they should bring their concerns to the Care Centre Manager through the complaint's procedure readily available at the Home a copy of which is attached to this agreement.



5.0 ARRANGEMENT IF HOSPITAL CARE IS REQUIRED

5.1 Should you require admission to hospital for up to six weeks you will be required to pay the full fees.

5.2 Should the Resident be absent from the home for a period in excess of the six weeks period there will need to be an agreement with respect to a retainer fee for holding the room for resident's return from the hospital. Discussions regarding the retainer would include the Resident, relative or representative.

6.0 SAFETY PRECAUTIONS

The provider has a responsibility to ensure the safety and welfare of residents. While a resident at the Home the Resident will be expected to respect and comply with all Health and Safety regulations of the Home.

6.1 Fire drills

Fire drills and inspections are carried out at regular intervals and your co-operation is essential. Fire regulations and concern for the comfort of all residents oblige us to restrict smoking to designated areas.

6.2 Smoking: Alcohol: Drugs

The Care Provider has clear guidelines on safety precautions required in respect of smoking, alcohol and drugs. We request that Residents comply with our Health and Safety requirements.

7.0 FUNERAL ARRANGEMENTS

Your wishes concerning your funeral arrangements as recorded in your Care Plan will be respected. The person authorised to make arrangements for your funeral will be notified.

7.1 Storage of Articles

In the event of death personal possessions will remain in your room for a period of **three [3] days**. The Care Provider will require arrangements to be made for the removal of by Resident's relatives/representatives during this time. Thereafter, we will move the possessions to a storage and store up to a maximum period of three months. We will dispose the possessions after three months.

You or your representative are advised to obtain insurance for personal possessions. Items cannot be stored in the Homes safe. We reserve the right to charge a storage charge for items left after 3 days of £50.00 for each day the possessions were held in our storage.



In the event of contract termination or Resident leaving the home permanently all possessions must be removed within **three [3] days**.

8.0 TERMINATION OF CONTRACT

If the Resident decides to leave the home a minimum of **four [4] weeks'** notice should be given to the Care Provider.

The Care Provider shall be entitled to terminate this contract by giving the Resident, no less than **four [4] weeks'** notice in writing if, following a careful and detailed assessment of the Resident care needs, it is determined the health condition of the Resident has changed to such a degree that the Home nursing or residential care provision is no longer appropriate.

Should the Resident or Representative fail to make payment to the Care Provider, of any invoice within **seven [7] days** from the date of the invoice, the Care Provider may terminate the contract by giving **four [4] weeks'** written notice and the Care Provider will seek any and all monies owed by legal action and will apply interest at 4% the base rate as well as the cost of recovery of the debt in full.

In exceptional cases 2 weeks' notice will be given to a Resident if:

- The behaviour of a Resident or Resident's visitor is seriously detrimental to the welfare of other residents, staff and visitors.
- The needs or behaviour of the Resident compromised the operation of the Home in providing safe and secure accommodation for residents.

9.0 COMPLAINT PROCEDURE

9.1 RCH Care Homes Ltd aims to deliver the highest standard of care.

9.2 In order to attain a high level of satisfaction in our Care Homes the Company wish to provide an effective means of dealing with and resolving any complaints from residents, their relatives or carers.

The complaints procedure for the Care Provider is displayed in the reception area.

9.3 The address for Care Quality Commission offices are provided at the home and in the complaint's procedure.



10.0 RESIDENTS OBLIGATIONS

- 10.1 The Resident shall at all time to the best of his or her ability comply with any reasonable rules or directions of the Care Provider in the management of the Home.
- 10.2 The Resident shall treat the staff of the Care Provider and the fellow Residents with courtesy and consideration.
- 10.3 The Resident is required for health and safety reasons to inform the Home Manager of all medication that they bring to the Home.
- 10.4 Residents remain responsible for monies and jewellery kept in their bedrooms. It is suggested that storage of such items should be kept to a minimum. Articles of clothing should be clearly marked with the name of the Resident to facilitate efficient operation of the laundry system.
- 10.5 The Resident should inform the Home Manager if they intend to consume food not prepared in the Home. Should a visitor to the Resident bring food in to the Home it is a requirement, for health and safety reasons, that the Home Manager or Senior Staff member on duty be informed?
- 10.6 The Resident is to recognise to the best of their ability that the Care Provider is an Equal Opportunities employer. A Resident who harasses staff on the grounds of Race, Gender, Sexuality or Disability, compromises the terms under which they are accepted as a resident.
- 10.7 The Resident understands to the best of their abilities that the Care Provider is subject to Health and Safety regulations, which may under certain circumstances, required a temporary transfer to another room. Prior to any transfer the Care Provider will inform the Resident, relatives/representatives the reason a transfer is necessary.
- 10.8 The Resident will be required if leaving the Care Home to reside elsewhere, to arrange for all personal possessions to be removed within a **three [3] day** period.

11.0 FEES

- 11.1 The room is reserved by the payment of a month's fee in advance.
- 11.2 The fees charged under this agreement shall be inclusive of the costs, charges and expenses incurred in providing the Services and shall include the cost of all staff and materials unless exceptional and outside these bounds.



This is a self-funded placement no other rate for this room will be accepted.

11.3 The additional items for which the Resident may be charged directly are:

- Professional hairdressing.
- Professional private chiropody services.
- Personal interest newspapers and magazines.
- Dry cleaning.
- Alcoholic beverages.
- Entertainment provided off site.
- Confectionary.
- Stationary
- Clothing.
- Cosmetics.
- Tobacco.
- Private phone calls.
- Satellite TV, Cable TV, Subscription Services
- Any planned hospital appointments or other required escorts

11.4 The Fee for the Services outlined in this agreement relates to assessed needs, dependency, other Lifestyle Enhancing features such as garden access, views, facilities, advanced social calendars, enhanced services, staffing in excess of the residential care forum guidelines to provide above adequate, this list is not exhaustive.

The fee level has been agreed as £X per week excluding the funded nursing care (FNC) paid by NHS.

Funding nursing care (FNC) are paid direct to the home by NHS and have no bearing on your weekly fees agreed. The weekly fees of £X is calculated to a monthly amount and payable one month in advance.

Unless assessed by the local authority as self-funding (see I below) the local authority will pay the full cost of the room at the agreed rates negotiated between the home and the Local Authority.

Yearly fees will be reviewed in February of each year and notified in writing. The new fees become applicable from 01st April each year. Further, should the resident's dependency levels change in between, the fees would be reviewed from the date the dependency level changed.

I. Self-Funding Assessments

If, upon completion by the Local Authority of your financial Assessment you are assessed to pay all your fees, you will be required to pay the difference



between the assessed fee and the amount the Local Authority has contributed towards the cost of the accommodation during the period from admission until the Local Authority ceased.

II. Disregard Periods/Deferred Payment Schemes.

Should the local authority grant a Property Disregard or Deferred Payment Scheme the Resident will be required to pay the difference between the assessed fee and the amount the Local Authority will contribute towards the cost of the accommodation? during this period on completion of the disregard which we fundamentally require to be within 12 weeks. Should this require an extended period of time this will need to be negotiated with the Group Finance Director and Chief Operating Officer of the Provider.

III. Payments due upon reaching the Capital Threshold.

Upon approaching the Capital Threshold, the Resident should apply to the Local Authority to make a payment towards care. The Resident will be required to pay the difference between the amount paid by the Local Authority and the amount of the private fees if they fall below the threshold before stop paying the private fees for a period of **1 (one) year** from the start date.

IV. Contributions towards Nursing Care by the CCG

If Resident care has been classified as Nursing Care, the Resident will be eligible to a contribution by the local CCG based on Dependency levels. If your dependency level increases from that at time of admission the CCG will increase/decrease the amount payable to the home to cover increased/decreased staff costs. This will not affect the amount the Resident will pay as the gross cost of the placement will be increased/decreased by the same amount to cover the Lifestyle Enhancement Fee (LEF).

11.5 The preferred method of payment is by standing order to be reviewed annually. Payment by any other method will attract an administration fee of £10 per week.

The standing order payment should be made as follows for £X. This amount has been calculated to give you 12 equal payments.

Bank:

Address:

Sort Code:

Account Name:



Account No.:

Reference:

11.6 No refund of charges will be made in the event of a Resident being absent from the home.

11.7 RCH Care Homes Ltd reserves the right to charge interest on any invoice deemed overdue after **fourteen [14] days** from date of issue. Interest will be charged at the rate of **four per cent [4%]** above the base rate of Barclays Bank plc.

12.0 Guarantee

12.1 In the event that the Local Authority requires the Resident to pay all or a proportion of the Provider's fees in accordance with Clause 11.3, and in consideration of the Provider entering into this agreement the Guarantor hereby irrevocably covenants and undertakes that;

- (a) if the Resident fails to pay on the due date any amount owed to the Provider for any of the services supplied to him, the Guarantor will be held personally liable for such default and shall make payment of any sums so due upon demand made by the Provider;
- (b) this guarantee is a continuing security and shall continue in full force and effect notwithstanding the expiry or earlier termination of this agreement;
- (c) as a separate and independent obligation, the Guarantor agrees to indemnify the Provider against any losses expenses or damages suffered as a consequence of a breach or non-performance of the Resident's obligations under Clause 11; and
- (d) the Guarantor has had the opportunity to take independent legal advice on the consequences of entering into this agreement prior to entering into it.

13.0 DURATION AND TERMINATION OF THE AGREEMENT

13.1 This agreement is for long term care.

13.2 The **first 4 weeks** are mutually recognised as a trial period. In the case of younger adults this period is extended to three months. The home or you may terminate the agreement by giving notice of one week in writing, within the trial period without giving any reason

13.3. After the trial period this agreement can be terminated by either the Provider or the Resident giving **four weeks'** notice in writing of their intention.



13.4 In the case of a long stay Resident dying, the Resident's admissions agreement will immediately be terminated, but RCH Care Homes Limited will still be entitled to fees for 7 days following the date of death.

The signing of this agreement binds both parties to the Terms and Conditions stated in this agreement. If the agreement is not accepted, the Resident must vacate the accommodation. In the event the Resident or his/her representative fails to sign and return this agreement to the Provider within 14 days of delivery, the Resident is deemed by default to have accepted the Terms and Conditions contained herein by virtue of his/her remaining in the accommodation and his/her use of the care and support services.

This agreement shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

I have read and understood fully this Admissions Agreement and I accept the contents.

All necessary amendments will be subject to mutual agreement and will be contained in a written clause.



PLACEMENT THE TERMS AND CONDITIONS MUST BE SIGNED.

Resident I Relative / Representative

Name: -

Signature: -

Date:

Address:.....

Witness

Name: -

Signature: -

Date:

Address: -

Guarantor

By signing this Guarantee agreement, you agree to be bound by the conditions set out in Clause 12 of this agreement. Your liability is limited to the outstanding care fees only.

Name: -

Signature: -

Date:

Address:



Representing the home

Name:

Signature:

Date: -

Signed

On behalf of RCH Care Homes

In the case of a representative, you are signing to confirm you have the right to do so and have completed self-funders financial checklist.