

THE
BURLINGTON

BY BOUTIQUE CARE HOMES

Residential - Dementia - Short stays

**RESIDENT SERVICE
AGREEMENT**

Terms & Conditions

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Introduction

By now we sincerely hope and expect you will have seen that The Burlington is not just another care provider. We are a team of people who care passionately about you and wish to give you the best possible experience at The Burlington. We do of course have responsibilities regarding the financial aspects of your care, and therefore we know you will understand there is a requirement to have an agreement that creates a contractual relationship between us. We have tried to make these terms and conditions as clear as possible, in plain English encompassing our ethos and values, which we hope you will have already seen are:

Compassionate Care, Luxury Living
Delivered with: Compassion, Respect, Teamwork and Integrity

We wish to be true to our values always and if you have any concerns at all, or if you wish someone within The Burlington team to speak to you about anything, including these terms and conditions please do not hesitate to ask; we are always happy to help.

These Residence Terms and Conditions ("**Terms and Conditions**") and the Admission Schedule ("**Admission Schedule**") at the end of this document together form the Boutique Care Shepperton LTD Resident Contract (the "**Resident Contract**").

Throughout this Resident Contract:

- Any reference to "The Burlington" "**we**", "**us**" or "**our**" will mean Boutique Care Shepperton LTD for which The Burlington is a trading name. Boutique Care Shepperton Ltd is stated as the Company in the Admission Schedule;
- Any reference to "**you**" or "**your**" will mean the person named in the Admission Schedule who is taking up residence at one of our care homes (the "**Home**");
- Any reference to "**Nominated Representative**" will mean the person that you have informed us will be handling your affairs on your behalf, including if relevant, your Attorney or Court of Protection Deputy and/or the Guarantor
- Any reference to a "**Funding Authority**" will mean any Local Authority, NHS body or other local or central governmental authority that has agreed to pay all or part of your fees for residence at the Home and/or other services provided by us to you;
- Any reference to "**Total Fee**" has the meaning in paragraph 8.1 below (Fee Payable);
- Any reference to your "**Guarantor**" will mean the person who agrees to accept liability, as principal in the same way as you and/or any third-party funder (other than a Funding Authority), to pay all sums due to us under this Resident Contract;
- Any reference to this "**Resident Contract**" will mean the Resident Contract as amended from time to time.

These terms and conditions set out our responsibilities and obligations to you and your responsibilities and obligations to us.

The Resident Contract is an important document which is legally binding; we encourage you to take the time to read this document carefully before signing. We invite you to seek independent legal advice should you need to.

The Resident Contract will apply from the date of your admission to the Home until or unless terminated in accordance with its terms.

1. Type of residency

- 1.1 A Permanent residency is a residency where no departure date has been set.
- 1.2 A Short Stay or Respite Stay residency is a residency where a departure date is agreed before admission to the Home. The Resident Contract will terminate on the departure date. However, the Contract can also be terminated in accordance with paragraphs 9 and 14 below.

2. Assessment needs

- 2.1 Before admission to The Burlington, your needs will be assessed by a team member using a comprehensive personalised care planning tool. You will only be admitted to the Home if we are confident that we will be able to meet the needs identified in your assessment.
- 2.2 Following admission, your unique personalised care plan will be reviewed regularly.

3. Standards of care

- 3.1 The Burlington is required by the Care Standards Act 2000 to maintain certain standards of care. The Home is inspected by the appropriate statutory body, which is currently the Care Quality Commission ("**CQC**"). Inspection reports are always available on the internet using the CQC's own website, and are also available directly from us.
- 3.2 Quality and personalization of care is of paramount importance to us and accordingly we maintain a comprehensive internal quality monitoring system. This includes regular monitoring and auditing by the Home which is supervised by our Governance team, which makes direct recommendation to our board of directors.

4. Trial period and admission requirements

- 4.1 As the choice of a care home is an important decision, for a Permanent residency, you have the benefit of a four-week trial period. We will use this time to settle you into the Home and check your personalized care plan and discuss any changes/concerns that may be required or you may have.
- 4.2 You have the right to cancel the trial period at any time by giving 7 days' written notice of termination to the Home Manager.
- 4.3 We have the right to cancel the trial period at any time by giving at least 7 days' written notice of termination to you.
- 4.4 If you or we cancel the trial period before its end under paragraph 4.2 or 4.3 above you will be charged for the fees payable for the duration of your stay in the Home plus an additional 2 days fee. You will then be refunded the balance (if any) already paid after the deduction of the amount due to us.
- 4.5 Before your admission to the Home, we require you to complete and deliver to the Home the following (if not already provided):
- 4.6 a) A copy of this Resident Contract, duly signed by the resident/guarantor.

- b) (Unless you are being entirely funded by a Funding Authority), The Burlington's finance assessment form requires to be completed and returned with the resident funding undertaking.
- c) Unless you are being entirely funded by a Funding Authority) a completed signed Direct Debit mandate;
- d) Unless you are being entirely funded by a Funding Authority) payment for your trial period or Short Stay/Respite Stay; and where applicable, we will also require:
- e) Any relevant Social Security forms;
- f) A copy of any Enduring Power of Attorney or Lasting Power of Attorney for you;
- g) A copy of any Court of Protection appointment of a Deputy or Deputies for you.
- h) Signed and approved guarantor application and identity check document.
- i) Approved and verified minimum 3 years proof of funding underwritten by the resident/guarantor.

5. Your room

5.1 Occupation of your room

- a) From your admission date, where possible, you will be allocated the room chosen by you. We do not grant you exclusive possession of your room or tenancy, or assured tenancy under the Housing Act 1988, is not created by the Resident Contract in respect of your room. This means that you will occupy your room at the Home as a licensee not a tenant.
- b) We will endeavour not to move you from your room, there may be rare and specific reasons where we will require you to change rooms e.g., if refurbishments are required, or your care needs change such that you need a more suitable location or because of resident relations. We will discuss any proposed change with you or your Nominated Representative in advance and will give you an explanation of the reasons for the move. Except in case of emergencies, we will give you a minimum of fourteen (14) days' written notice of any proposed changes.
- c) If you are not happy with your new room you can terminate this Resident Contract by providing at least fourteen (14) days' written notice to the Home Manager.

5.2 Personal items in your room

- a) We shall not be responsible in any way for your personal furniture, jewelry, other valuables, cash, credit cards, cheques, documents or other personal items/possessions.
- b) If you wish to bring personal items (for example, furniture) into the Home, please ask the Home Manager in writing before admission. Any decision to allow personal items to be brought into, and used in, the Home is at the discretion of the Home Manager. For example, we know you will understand and respect that your personal items must not constitute a fire hazard or a health and safety risk, or disturb the peaceful enjoyment of the Home of other residents and staff.
- c) Electrical items will be tested for compliance with current regulation by our in-house maintenance team using appropriate equipment. If any electrical items fail this test

they must not be used.

- d) The transportation and eventual removal of any of your personal items or furniture shall be the responsibility of you or your Nominated Representative or (after death) your personal representatives.

5.3 Insurance of your personal possessions

You will be responsible for insuring to full replacement value all personal furniture, jewelry, other valuables and personal items/possessions.

5.4 Pets

Regrettably for a variety of reasons, we are unable to allow pets into the Home. However, we do allow patting dogs and other animals handled by professionals to visit.

6. Provision of services

6.1 Provision of residential care services

In consideration of the fees we will provide you with the following residential care services:

- a) Accommodation;
- b) Cleaning of rooms;
- c) Ad hoc redecoration of rooms;
- d) 24-hour staffing;
- e) Full board (breakfast, lunch, dinner, morning and afternoon tea) and a packed lunch on any outings organized by us;
- f) Full use of all communal lounges, dining rooms, bathrooms and any other communal facilities in the Home;
- g) Full use of the recreational facilities and the opportunity to join in with occupational or recreational activities organized or run by the Home;
- h) Where provided at the Home, internet usage and access to Skype via a personal computer or tablet device, provided that your usage is legal and your downloads are not excessive in our reasonable opinion. Internet availability and connection speed is limited according to the service provided to the Home by the relevant broadband service provider (if any).
- i) Assistance with washing, bathing, administering medication and other personal services associated with daily living;
- j) A laundry service for your personal belongings which are machine washable (but not including professional dry cleaning nor hand washing of any item). We shall not be held responsible for items of clothing damaged in the normal process of laundering unless we have been negligent in providing the laundry service. All items of clothing must be labelled;
- k) Liaison with your general practitioner, social worker, dentist, chiropodist, optician and other professionals.

6.2 Additional services

We include some nice to have services in the weekly fee, **subject to our *fair usage policy**, thereby helping you plan and budget your finances easier which avoids additional costs.

* Please refer to our fair usage policy at the end of this document.

7. Gifts, Signatories and Beneficiaries

7.1 Gifts

None of our staff are permitted to accept gifts from you. However, if you wish to make a gift to The Burlington, please inform the Home Manager and it will be duly logged.

7.2 Signatories

None of our staff are permitted to witness any legal documentation which relates to you.

7.3 Beneficiaries

None of our staff are allowed to be beneficiaries of your will.

8. Fees

- a) The fee payable for your admission to the Home is the Total Fee set out in the Admission Schedule, for the avoidance of doubt you will be responsible for payment of the Total Fee.
- b) A deposit to the value of 2 weeks' fees is required prior to admission. This deposit is refunded at the end of the stay unless there are any outstanding fees owed or damage to the room/furniture (other than normal wear and tear).
- c) Our Total Fee is stated exclusive of VAT. If at any time any of the services or other supplies to which our fees relate are chargeable to VAT, then VAT would be added and payable by you/or your Funding Authority in addition.

8.1 Paying for your care

Paying for your care is an important commitment. We strongly advise you to speak to a financial adviser or other competent professional to ensure you are able to meet your commitment to pay our fees.

8.2 Top up and third-party payments

- a) If on admission your relevant Local Authority or other Funding Authority has agreed to fund your placement in the Home but the funding rate offered by them is below our Total Fee, then a Top-Up or Third-Party contribution towards the Total Fee payable is required, you, your Guarantor or a third party must pay the Top-Up or Third-Party Contribution and sign this Resident Contract, and resident funding undertaking.
- b) If during your residence your funding sources should change for any reason, then you or any Third Party who intends to make the Top-Up or Third-Party Contribution, must sign a new Resident Contract (as well as you and your Nominated Representative and/or

Guarantor) that will detail the Top-Up or Third-Party contribution required from that third party. That new Resident Contract supersedes this Resident Contract.

- c) Whether or not a Third Party agrees to pay the Top Up or Third-Party contribution, your Guarantor will be liable to pay it to us except to the extent it is actually paid by you or a third party.

8.3 Funding authority contributions

Payments due to us by your Funding Authority are governed by a separate legal agreement between us and the Funding Authority, nevertheless the home's total fee is underwritten by the resident/guarantor.

8.4 Calculation of your fees

Your fees are calculated on a daily basis; therefore, you will be charged according to number of days in each calendar month.

A breakdown of your fees is provided in the Admission Schedule and all fees are reviewed in accordance with paragraph 8.9 below (Fee Reviews).

8.5 Invoices and payment

- a) We will invoice you monthly for the sum payable under paragraph 8.3 and 6.2 above (Your Fees). Invoices are payable on presentation.
- b) Payment of invoices should be made by Direct Debit except for the initial payment which may be made by Bank Transfer. A direct debit form is attached to this Resident Contract. If you have not completed a Direct Debit form or if a Direct Debit payment is rejected, we reserve the right to charge an administration fee.

Account details are as follows:

**Account Name: Boutique Care Shepperton Ltd Bank:
Barclays
Sort Code: 20 70 23
Account Number: 60198854**

Reference: Please quote the resident's name

- c) We will invoice you for the amount payable paragraph 4 above (Trial Period) in advance. Those fees will need to be paid to us before the trial period starts.
- d) If we do not receive full payment from you, your Guarantor or a Funding Authority within thirty (30) days, we shall have the right to charge interest at the rate per annum (accrued on a daily basis) of 4% above the Bank of England base rate.

8.6 Payment during applications for external funding and changes in your circumstances

- a) If you have applied or apply at any time during your residence at the Home, for a Funding Authority to fund all or part of the fees payable under this Resident Contract (a "Funding Application"), that application may take some time. While any Funding

Application is being processed, the Total Fee and any other fees payable under this Resident Contract will be payable by you until your Funding Application is successful, when paragraph 8.6(b) below will apply.

- b) If your Funding Application is successful and a Funding Authority agrees to fund all or part of the fees payable under this Resident Contract, then the amount of fees payable by you under this Resident Contract will be reduced by the amount that the Funding Authority agrees to pay, but your Guarantor, or a private third party, will need to continue paying any amounts that the Funding Authority does not agree to pay (including any increases under paragraph 8.9 below (Fee Reviews)).
- c) If your Funding Application is successful and a Funding Authority agrees to fund all or part of the fees payable under this Resident Contract retrospectively, then to the extent that those retrospective payments are for fees which have actually previously been paid by you or on your behalf, we will refund them upon receipt of the relevant retrospective payments from your Funding Authority.
- d) If you make a Funding Application, please tell us by informing the Home Manager.
- e) If there are any changes in your financial circumstances that would affect your eligibility for funding from a Funding Authority, you must let us know as soon as possible by informing the Home Manager or Home Administrator. If such changes result in your exceeding the relevant Funding Authority's funding threshold and you wish to remain at the Home, we will require you, any Nominated Representative you have and/or a Guarantor accepted by us, to sign a new Admission Schedule to reflect the change in the sources of funding for your care.

8.7 Absence

Where you are absent from the Home for a temporary period not exceeding 6 weeks, we will keep your room available for you unless we agree with you otherwise. Fees will still be payable in full during any period of absence while we keep the room for you. However, we are happy to discuss, following a request by you or your Nominated Representative, a reduction of fees for periods of absence which go beyond six weeks.

8.8 Death

- a) In the event of your death any fee outstanding will be charged to your estate.
 - i) The Fee will continue to be charged and due for a period of three (3) days after the removal of your possessions from the room.
 - ii) Your representative(s) and The Burlington may agree in writing within seven (7) days after the date of your death to extend the period to clear your room for subsequent occupation (the "**Extended Period**"), in which case the Fee shall continue to be paid to Boutique Care Shepperton LTD until the end of the Extended Period. The Burlington reserves the right to refuse a request to extend the seven (7) day period. In any case The Burlington will not agree to extend the seven (7) day period for more than thirty (30) days after death.
- b) If your room is not cleared for subsequent occupation within seven (7) days after your death or (ii) such other Extended Period as may be agreed between your representative(s) and The Burlington has the right to clear your room for subsequent

occupation and store your possessions, without any liability for damage or loss of such items.

- c) Notwithstanding anything in this clause 8.8b), if you are at the date of death in receipt of funding from a Funding Authority, Boutique Care Shepperton LTD reserves the right to charge any person making a Top Up or Third-Party contribution beyond the day that such funding ceases to be paid to Boutique Care Shepperton LTD, the full fee as stipulated in the resident contract as amended from time to time.
- d) In the event of your death this Agreement shall terminate on the day after your room is cleared (either by your representative(s) or Boutique Care Shepperton LTD.

8.9 Fee reviews

- a) We will review and may increase the fees under this Resident Contract annually, usually in April. Annual increases will reflect:
 - i) Inflation (by reference to the Retail Prices Index (or any successor index)); and
 - ii) Increases in our costs.
- b) Apart from the annual change in your fees, we may also change your fees during a year if:
 - i) The level of care you require changes or if you move into a different room. You will be charged the appropriate rate for the new level of care or different room from the date of the change. Details of fees for particular rooms and levels of care are available upon request; or
 - ii) Changes in legislation or regulatory requirements result in an increase to us in the cost of providing care and/or residence at the Home.

Any such non-annual increase will be notified to you as soon as practicable after we become aware of such changes and at the same time, we will notify you of the date from which changes will be applied.

- c) We will provide you with at least twenty-eight (28) days' written notice of your new fees before they take effect except in the case of increases under paragraph 8.9b) i and ii above.
- d) For the avoidance of doubt, following a fee change these terms and conditions will otherwise remain in full force and effect.

8.10 Proof of Funding

During your stay it is your/your guarantor's responsibility to ensure that the fees are met at all times in accordance with this contract. We require a minimum of 3 years evidence of funding in order to ensure that you/your guarantor responsible for funding your care are/is able to sustain this. Please see section 19 for further details.

9 Termination

9.1 Termination by us

In addition to the provisions of paragraph 4, we have the right to terminate this Resident Contract by giving you written notice if:

- a) Any amount payable to us under paragraph 4 and/or 8 or any other provision of this

Resident Contract is not paid within thirty (30) days after the due date. If terminating in this case, we will give you at least fourteen (14) days' written notice of termination;

b) Any other term of the Resident Contract is breached by you. If terminating in this case, we will give you at least fourteen (14) days' written notice of termination;

c) In our reasonable opinion there are unresolved funding problems, for example, if the amount of public funding offered and paid by a Funding Authority is less than the total of our fees for the room and fees for the level of care being provided to you and the shortfall is not being made up by a third party or Guarantor. If terminating in this case, we will give you at least twenty-eight (28) days' written notice of termination;

d) In our reasonable opinion we are no longer able to provide the level of care required in accordance with your assessed needs. If terminating in this case, we will give you at least fourteen (14) days' written notice of termination;

e) If your behavior or that of any relative/visitor or any circumstance relating to your stay which may be detrimental in our reasonable opinion to the welfare or peaceful enjoyment

of the other residents or our employees in the Home, your stay may be terminated. Should we terminate under this clause, we will give you at least forty-eight (48) hours' verbal or written notice of termination where there is a need for urgency (and in the case of verbal notice we will subsequently confirm in writing) and, where the need is not urgent, we will give you twenty-eight (28) days' written notice of termination.

Upon termination of this Resident Contract, you must vacate the Home immediately and all amounts outstanding and payable to us or you that have not been paid must be paid.

9.2 Termination by you

In addition to the provisions of paragraphs 4 and 12, you have the right to terminate this Resident Contract by giving us written notice as follows:

a) In case of a **Permanent residency**:

- i) Where there has been a material breach by us of the Resident Contract which continues for thirty (30) days after you give us a request in writing asking us for the breach to be remedied. You may terminate your contract by giving us a minimum of 14 days written notice of termination.
- ii) You may terminate your residency due to a material change in circumstances by giving a minimum of twenty-eight (28) days' written notice of termination

b) In the case of a **Short Stay residency**, by you giving us at least seven (7) days' written notice of termination.

10. Medication

10.1 If you wish to self-administer your prescription or non-prescription medications and treatment creams, then an assessment of your capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is

appropriate, you or your Nominated Representative will be asked to sign an agreement recording the decision, however we accept no responsibility and/or liability in such circumstances for the administration or non-administration of medication unless directly due to negligence or default by us or our agents or employees. The self-medicating agreement, when signed, will be placed in your file and notified to your GP.

10.2 If you have not signed a self-medicating agreement but wish to self-administer any non-prescribed medications and treatment creams e.g., Paracetamol, you or your Nominated Representative should inform the Home Manager before doing so and we accept no responsibility and will have no liability in such circumstances unless due to any negligence or default by us or by any of our agents or employees.

11 Data Protection

11.1 We gather information relating to you to allow us to process your admission, for the purpose of issuing invoices and generally for the purpose of your stay in the Home. The information will also be used to communicate with you and any other person on matters relating to your stay in the Home.

11.2 As and when necessary, we may need to provide your information to medical professionals who are under a legal duty of confidentiality.

11.3 If any of the information that you provide to us changes, you, your Nominated Representative or any other person liable for your fees must inform the Home Manager in writing of those changes.

12. Notices

12.1 Any notice to you may be validly given if sent by recorded delivery post or hand delivered to you

12.2 Any notice from you to us may be validly given if sent by recorded delivery post or hand delivered to the Home Manager at The Burlington, 68 Manygate Lane, Shepperton, TW17 9EE.

12.3 Where a Funding Authority or any other person has agreed to pay your fees, notices to you or from you also need to be sent by recorded delivery post or hand delivered to them.

12.4 Notices sent by post will be deemed to be received forty- eight (48) hours after posting.

13. Variation

No variation, addition or change to this Resident Contract shall be binding unless we give you at least twenty-eight (28) days' notice in writing of such change. If you are unhappy with a variation, addition or change to this Resident Contract you may terminate this Resident Contract by giving at least fourteen (14) days' written notice. The proposed, variation, addition or change will not be binding on you until the date set out in our notice.

14. General

14.1 If we fail to insist that you, or any Guarantor or third-party contributor, perform any of

your or their obligations under these Terms and Conditions, or if we do not enforce our rights against you or any Guarantor or third-party contributor, or if we delay in doing so, that will not mean that we have waived any of our rights and will not mean that you or any Guarantor or third-party contributor do not have to comply with those obligations. If we do waive a default by you or any Guarantor or third-party contributor, we will only do so in writing, and that will not mean that we will automatically waive any later default.

14.2 This Resident Contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.3 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 We may transfer our rights under these Terms and Conditions to another organization, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.

15. Governing law

This Resident Contract shall be governed by and construed in accordance with the laws of England. The parties submit to the jurisdiction of the English Courts.

16. Fair Usage Policy - The Burlington (Boutique Care Shepperton Ltd)

It is our desire to make the cost of your stay at The Burlington as simple and clear as possible. That is why we have adopted a simple fee structure, however, to ensure we can meet every one of our residents' requirements, we had to ensure a fair usage policy is in place so that everyone is fully aware of what our commitment to our residents is.

Below are our expectations and limits relating to our all-inclusive fees:

1. **Newspapers and magazines** – The Burlington will have a choice of national and local papers for use by the community, however, if a resident requires their own newspaper and/or magazines these will be provided at an additional cost.
2. **Hairdressing** – A regular appointment with our preferred hairdresser can be made for you, however, this will be charged at the prevailing cost at the time.
3. **Alcoholic Drinks** – alcoholic drinks are offered at events organized by the Home subject to health/medication consideration. Similarly, wine and beer are offered with meals.
4. **Transport** – If on occasions, none of your family or friends are available to accompany you to pre-planned hospital/medical appointments, we will arrange a taxi to take you there and bring you back. However, this transport cost will be passed onto you.
5. **Escort** – For occasions when family members or loved ones are unable to escort you to or meet you at a hospital/medical appointment, a member of The Burlington team will escort you to your appointment and then back home. This escort service will incur an hourly (or part thereof) charge of £25.00.
6. **Chiropody** – Our carefully selected professional Chiropodist will attend the home on a regular basis and any residents; if you require this service, you will be included to have an appointment and charged at the prevailing cost at the time.
7. **Optical Services** – All residents will receive an eye test (where necessary) from our preferred,

qualified opticians who will visit the home regularly. New spectacles/contact lenses or repairs are not included in the weekly fee.

8. **Dentistry** - All residents will receive a dentist appointment (where necessary) from our local dentist. Your appointment will be organized for you. New dentures, crowns, implants or repairs are not included in the weekly fee.
9. **Private Dining** - Invite your friends and family to join and help you celebrate those **special occasions** in our private dining room. Maximum number is 10 for a sit-down meal and is subject to availability of the room.
10. **Internet** - All residents can enjoy complimentary wi-fi provided that usage is legal and downloads are not excessive. Internet availability and connection speed is limited according to the service provided to the Home by the relevant broadband service provider.

**All services subject to change/availability*

17. Admission Schedule

PLEASE COMPLETE THE FOLLOWING SECTIONS IN BLOCK CAPITALS USING BLACK INK	
THE FOLLOWING SECTIONS ALL FORM PART OF THE CONTRACT & TERMS & CONDITIONS AND MUST BE COMPLETED FULLY	
Resident Name:	
Mr/Mrs/Miss/Ms/Other:	
Date of Birth:dsd	
National Insurance No:	
Name and Address of the person responsible for payment of fees:	
Post Code:	
The Company: Boutique Care Shepperton Ltd (07460088)	
Home Name: The Burlington	
Address: 68 Manygate Lane, Shepperton TW17 9EE	
Home / Deputy Manager Signature: _____ on behalf of Boutique Care Shepperton Ltd.	
Print Name:	
Date of Admission:	Room No. on Admission:
Type of Care:	
Type of Residency:	
If Short Stay: Number of Day/Nights	Departure Date:
Breakdown of fees	
Resident Contribution:	£
Local Authority Contribution (If Applicable): <small>(payable as follows subject to Funding Authority confirmation – as per 8.3 above):</small>	£
NHS Funding (If Applicable):	£
Third Party Payment:	£
Other:	£
TOTAL WEEKLY FEE:	£
<p>Exceptional additional Services which are not included in the Inclusive Fee or which go beyond our Fair Usage policy (see page 18) will be invoiced separately.</p> <p>Payment terms are in accordance with the Terms and Conditions.</p>	

18. Agreement by the resident and any third-party Contributor:

I have received a copy of the Resident Terms and Conditions and Admission Schedule which jointly forms this Resident Service Agreement and I hereby agree to the terms outlined.

I agree to pay all sums lawfully due to Boutique Care Shepperton Ltd from me, either as the Resident or as Third-Party Contributor, on the due date and I agree to comply with all the Terms and Conditions applicable to me.

Signature:

Resident [] Resident's Attorney [] Court of Protection Deputy [] – please tick as applicable

Full Name:

Address:

Post Code:

Telephone No:

Email Address:

Signature:

(Third Party Contributor)

Full Name:

Address:

Post Code:

Telephone No:

Email Address:

19. Agreement by Guarantor:

I have received a copy of the Resident Terms and Conditions and this Admission Schedule which form this Resident Service Agreement and I hereby agree to those Terms and Conditions and this Admission Schedule.

I agree to accept liability, as principal in the same way as the Resident named above and/or any third-party funder or contributor (other than a Funding Authority), to pay all sums lawfully due to Boutique Care Shepperton Ltd under this Resident Contract as amended from time to time and I agree to pay those sums to Boutique Care Shepperton Ltd forthwith when requested by Boutique Care Shepperton Ltd.

Signed as a Deed by the Guarantor below in the presence of the witness signing below:

Signature:

(Guarantor)

Full Name:

Address:

Post Code:

Telephone No:

Email Address:

Signature:

(Witness*)

Full Name:

Address:

Post Code:

*Witnesses should be a third-party without a financial or other interest in the document. Please note that staff of Boutique Care Shepperton Ltd are not permitted to act as a witness.

20. Resident/Guarantor Funding Undertaking

Resident/Guarantor Full Name:
Proposed Date of Admission:
Fee Payer Details Full Name:
Address:
Post Code:
Relationship to resident:
It is a prerequisite of admission into The Burlington Care Home that the fee payer is required to provide proof of funding in line with the company policy for funding (see section 8 above). Until the funding is approved by Head Office only a provisional place in the home shall be offered by the Home Manager.
Acceptable proof of funding documents must evidence sufficient funds available for a minimum of 3 years funding for all permanent admissions and can include: <ol style="list-style-type: none">1. Last 3 months bank statements.2. A Solicitor's undertaking confirming the sale of the property, its valuation, and statement that the funds from the sale of the property shall be used wholly and substantially for the purpose of funding the resident fees. <i>Full Address of property (including postcode)</i>3. Disclosure of mortgage and any other loans and liabilities.4. Share/Unit trust valuations, Annuities, Pensions.
The fee payer hereby agrees that the full weekly fee, as per the Residents Contract shall be payable from the date of placement. In the event that a sale of property or other assets is required to fund the fees, the fee payer hereby undertakes to reimburse the company the accrued fees within 5 working days from receipt of the sale proceeds. I/We hereby provide the proof of funding documents as listed above, which have been evidenced by the Manager as being a true record of funds. I/We certify that we have disclosed all claims/charges on all funds that have been evidenced and further these funds shall be used wholly and substantially for the purpose of funding the resident.
I acknowledge that until ratified by the Company Financial Controller, no formal offer of placement will be confirmed.
Signed: _____ Date: _____ (Fee Payer)
I hereby acknowledge that I have witnessed original, acceptable proof of funding document(s) as set out above.
Home Manager Signature:
Print Name: _____ Date: _____
Authorised: YES/NO Company Financial Controller: _____ Date: _____

21. Identity Check (For Resident/Guarantor)

PERSONAL DETAILS:	
Title:	
First:	Initials:
Surname:	
Date of Birth:	
PROPERTY DETAILS:	
Current Address (If different to the provided in section 19):	
Post Code:	
Property status:	
Other Please state:	
Home Number:	
Mobile number:	
Email address:	
Previous address if less than 3 years:	
Post code:	
EMPLOYMENT/INCOME DETAILS:	
Occupation:	
Employment status:	
Other please state:	Gross Annual Income: £
WORK CONTACT DETAILS:	
Position held:	
Dates from:	to:
Company Name:	
Company Address:	

Post Code:	
Work Contact name:	
Position:	
Passport No:	
Nationality:	
Driver's License No.	Valid to:
Utility Bills:	
Name of Proposed Resident:	
Acting as guarantor for:	
Relation to Proposed Resident:	
GUARANTOR'S IDENTITY DOCUMENTS:	
<p><i>The details supplied by you may be checked against those held on credit reference agency databases for the purpose of assessing your suitability to act as Guarantor for the above. The completion of this application does not constitute a legally binding agreement. An agreement will be issued upon approval of this application.</i></p> <p><i>I the undersigned give authorisation to conduct the necessary financial, credit reference and employment verification checks required to assess my suitability to act as Guarantor for the proposed resident named herein.</i></p>	
Signed: _____ Date:	
Print Name:	

For Office Use only (Additional Notes & Comments please add here)	
Verified by Financial Controller – Signature:	Date: