

Ambleside Care Home

Terms of Admission Agreement

(i) Home: Ambleside Residential Home

(ia) Resident's Name:

(Hereafter called the Resident)

(ib) Date of Admission:

(ic) Date of expiry of trial period: (Four weeks)

The acceptance of a person to stay at Ambleside Care Home involves an important relationship of a high level of care. You are assured that we do our utmost to care for our Residents in all circumstances. However to be able to do so we have to maintain an extensive business establishment at a substantial financial cost and therefore have to define the relationship in business terms. It is a condition of admission that all Parties before admittance sign this Agreement.

This Agreement between Ambleside Care Home. (hereafter called the "Proprietors")

AND

Relates to the acceptance by the Resident of accommodation at the Home as stated in (i) above (hereafter called "the Home"). For our mutual benefit, we list below our basic **Conditions of Admission and Terms of Business.**

Accommodation and payment of the Home's fees:

The Resident is Privately funded

(In which case this Agreement forms a financial contract, as well as our Terms of Admission).

The fees at the date of admission are per week for room, and are payable by direct debit or BACS on the first day of East Sussex County Council's payment schedule:

- 1) The Resident shall initially be accommodated on a **trial basis for four weeks**. If at, or before, the expiry of the trial period the Resident or Proprietors should decide that permanent residence would not be satisfactory, for whatever reason, then either party can terminate residence in writing to the other party. The Resident shall vacate the Home at a time as may be agreed between the parties. Fees will be payable until the room is vacated of all the Resident's personal possessions.
- 2) Value Added Tax is not payable.

Terms of Admission Agreement, continued:

- 3) The Proprietor's reserve the right to charge interest at the rate of 5% above the minimum lending rate of Santander Bank PLC for the time being in force on any sums outstanding 21 days after the due date of payment and any arrears letters sent will incur a fee of £12.00 for each letter.
- 4) The above weekly fees shall remain unchanged until either:
 - a) Two weeks' written notice is given by the Proprietors, or this agreement is jointly amended by all parties to this agreement.
 - b) Annual fee increases will be **5%** to cover predictable cost increases and apply on 1 April. If there are significant unpredictable cost increases as a result of a change(s) to legislation or sector regulation, we reserve the right to supplement this increase by a fair and reasonable sum to reflect the impact of that change to our costs, and will give you 2 weeks' notice of any such proposed additional increase.
 - c) If the Residents' needs change, thus requiring a change of room, or if they require more care by staff, two weeks' notice will be given.

Residents fees are invoiced on a 4 week cycle and payment is due on the first day of the cycle payment schedule.

- 5) If the resident becomes funded by the local authority, we will require a third-party top up fee to cover the difference in the fees owed. If a top up is not available, we would look to move the resident to a more affordable room (if / when available).
- 6) Fees, unless otherwise stated, include accommodation, full board, 24-hour care and laundering of personal items of clothing. Registration with Doctors can be private, in which case the supply of medication will also be private and the appropriate charge made. Residents treated under the National Health Service will receive medical attention and medication as available under the National Health Service.
- 7) The Proprietors undertake to maintain a standard of care as required by the Registered Homes Act 1984 and East Sussex County Council. If an occasion should occur where a complaint or query arises, the Proprietors will be pleased to help in any way possible. (See the Complaints Procedure enclosed, a copy of which is also available in the lobby of the Home).
- 8) This agreement shall continue in force until terminated by death or by either party giving to the other written notice four weeks before termination, unless the Resident's stay is for a shorter, predetermined period. If the Resident leaves the Home without giving the required notice, payment of fees in lieu of notice will be chargeable at the full normal weekly rate for the unexpired period of notice that should properly have been given. If a resident is admitted to hospital the room shall be chargeable at the full normal weekly rate.

Although it is the aim of the Home to care for you until death, special circumstances can sometimes arise, eg. continued medical or nursing care or a serious risk to the health or welfare of the staff or other residents. In these circumstances the staff and proprietors of the Home will consult with your GP, community nurse, relations/representative and yourself to resolve these difficulties, but in very exceptional circumstances it may be necessary to ask you to leave. In this case every reasonable assistance will be given to help you find alternative accommodation.

Terms of Admission Agreement, continued;

In such circumstance, either party can give to the other at least written four weeks notice before termination.

- 9) Residence in the Home does not constitute a tenancy within the meaning of the Rent Acts. The Proprietors therefore reserve the right to terminate the license to occupy a bed or room in the Home on formal written notice, as outlined in clause 8 above, requiring the Resident to leave the Home under any of the following circumstances:
- a) Non-payment of fees
 - b) If in the opinion of the Proprietors, they are unable to provide the degree of care, and attention required by the Resident
 - c) Any behaviour or circumstances, which the Proprietors feel, may be seriously detrimental to the Home, other Resident's, the Staff employed at the Home or Visitors.
 - d) If any temporary absence by the Resident becomes, in the opinion of the Proprietors, unreasonably prolonged.
- 10) Where a visit to Hospital/Clinic, etc. is arranged in advance, the relatives or friends of the Resident will be asked if they can make provision to escort. If this cannot be arranged and an escort is necessary, then the Home will provide a Carer escort. However this will be charged for at the appropriate hourly rate and any travel expenses.
- 11) Pursuant to clause 8 above, on the death of a Resident a vacant room charge will be payable at until all personal possessions have been removed. The Proprietors are entitled to a general lien in respect of the Resident's possessions until all charges outstanding have been discharged in full. In the event of death of the Resident, a refund of fees at the normal rate will be made, if applicable.
- 12) Any fees outstanding from a Resident, whether Private or on a Social Services Individual Placement Contract, (including any benefits and/or allowances of any kind), will be recoverable from his/her next of kin, who must sign this Contract to this effect before the said person becomes a Resident in the Home.
- 13) a) A Resident may transfer to a different room, subject to vacancy and availability, by arrangement with the Proprietors and also subject to agreement to and acceptance of a revised rate of room fees, where applicable.
- b) The Proprietors reserve the right to transfer the Resident to any other bedroom in the Home for the duration of the work unless otherwise agreed with the Resident or his/her representative, for the purpose of redecorating or repairing the Resident's normal allocated bedroom.
- 14) The Proprietors cannot accept responsibility for the Resident' finances, but are always willing to discuss and advise when requested to. Information regarding financial assistance with regard to fees is also available if required.

Care

- 15) The management undertakes to make available sufficient staff to meet your care needs. A full assessment of care needs will be carried out before admission and needs will be reviewed regularly. A service user plan of care will be drawn up with the full involvement of the

Terms of Admission Agreement, continued;

resident's representative and reviewed monthly. The plan of care will set out in detail the action needed to be taken by care staff to ensure that all aspects of the health, personal and social needs of the resident.

Health and Safety

16) The management will ensure as far as practical your health, safety and welfare, including compliance with relevant legislation and Department of Health guidance. To comply with fire regulation and in the interest of Health, Safety and comfort of all Residents', Staff and Visitors and in consideration of possible effects on the sensitive smoke detection system smoking is not allowed in the Home.

Medical and Personal Requirements;

17) The Resident shall, from his/her own resources and/or personal allowance, provide finance for such items of services as medical requisites (other than medication by prescription), hairdresser, chiropodist, magazines, clothing, toilet requisites, etc., and any other items of a luxury or personal nature.

18) All drugs, medication and treatment creams must be handed in on admission. Relatives and Visitors are asked not to bring in medication, food and drink for Resident's without discussion with the Manager. The Proprietor's undertake to order, store and administer all medication for according to Policies appropriate within the Home.

19) Residents may keep alcoholic drink however in the interest of a Resident's Health and Safety, and the safety of others within the Home, the Manager will hold alcoholic drink for a Resident, to monitor their well being.

20) We ask if you please let us know before visiting to ensure the resident is free and not engaged with any other appointments. Whilst visiting, if you wish to talk privately, the Proprietors will be happy to make any special arrangements, upon request.

21) All items of Resident's clothing must be permanently marked with each Resident's name (initial with surname). All clothing must be machine washable and able to be dried with the use of a tumble drier. Mending is the responsibility of the next of kin. Whilst all care will be taken to look after laundry so entrusted, it will be machine washed and dried and the Home cannot be held responsible for accidental damage or loss. The Home does not accept responsibility for clothes that are hand washable or for dry cleaning or for clothes that are not labeled.

22) Residents photographs will be used for identifiable purposes and from time to time on our online blog/Facebook page unless we received written notice to the contrary.

23) By arrangement with the Proprietors, small items of furniture may be brought into the home by the Resident subject to inspection as to the condition and defects liable to render any such articles unsafe, unfit or unsuitable. All electrical items brought into the Home must be inspected by the Proprietors to check their condition and safety before use. Transportation, insurance and eventual removal of such items shall be the Resident's responsibility or that of his/her executors.

24) Domestic Pets may be brought into the Home to visit Residents at the discretion of the Proprietors.

Terms of Admission Agreement, continued;

Gratuities, Gifts and Shopping;

25) Gratuities are not to be paid to individual members of staff. Donations by families to Staff may be paid direct to the Proprietors, if so wished, who hold a fund for Staff welfare. Staff are forbidden under threat of dismissal to accept gifts from Residents or their Relatives. Staff are not allowed to witness any document of behalf of a Resident. Families may ask management to purchase small items from shops for their personal use.

Insurance;

26) Our existing Insurance Policy covers personal effects up to a maximum of £1000 per Resident (This is subject to a claim excess). If property of greater value (e.g. jewellery or television set) is retained by the Resident in the Home, such items must be covered by the Resident's own insurance if required. Every care is taken, but Residents are' asked not to keep money or valuable possessions in their rooms. A detailed list of such items must be handed in to the Proprietors on admission and up-dated by the Resident or his/her representative thereafter as appropriate. Valuables can be handed to the Proprietors for locking away in when not required, but the Proprietors cannot accept responsibility for items not handed in for safe-keeping or for personal possessions not clearly and permanently marked with the Resident's name.

b) Families will be held responsible for willful damage caused by the Resident.

Registration

27) The Home is registered as a Residential Care Home with the Care Quality Commission , on whose behalf regular inspections are made and who are responsible for seeing that standards are maintained. The local office is:

The Care Quality Commission

CITYGATE

GALLOWGATE

NEWCASTLE UPON TYNE

NE1 4PA

Phone: 03000 616161

FAX : 03000 616171

Terms of Admission Agreement, continued;

In the event of death or mishap;

28) The Resident or his/her representative is asked to answer the following questions to assist the Proprietor's in the event of death or mishap;

a) Name and address of the Next of Kin;

Name; _____

Address; _____

_____ Post Code _____

Telephone No. (Home) _____ (Work) _____

b) Does the Resident wish to be buried or cremated? **BURIED / CREMATED.**

c) Are there any other social or cultural traditions that may be required to be kept? **YES / NO**

If yes please list: _____

d) Name and Address of Funeral Directors to be contacted in the event of the Resident's death;

29) Ambleside Residential Care Home is registered with East Sussex County Council.

By signing below, you are agreeing to the contractual terms set out in this agreement.

Signed; _____ (PROPRIETOR).

Signed; _____ (RESIDENT. [OR NEXT OF KIN ON
BEHALF OF RESIDENT]).

PRINT NAME; _____

ADDRESS; _____

_____ Post Code _____

DATE; _____

30) In the case of a Resident, whether private or being party to a Social Services individual Placement Contract, (including any benefits and / or allowances of any kind), and whose fees are either paid by the Department of Social Security or through a Resident's' Contribution, the undersigned next of kin agrees to pay the Proprietors any arrears which may fall due should the Resident leave the Home suddenly or, in the case of death, any arrears still outstanding (subject to clause 3).

Terms of Admission Agreement, continued;

SIGNED; _____ (NEXT OF KIN)