

Resident Contract Terms



BARCHESTER
Celebrating life

SUMMARY OF MAIN TERMS

Short Stay (temporary) Resident

Where the expected duration of stay is 28 days or fewer.

The total fee, i.e. the number of days (12 noon to 12 noon) multiplied by the agreed daily fee, is payable in advance of admission to the Home.

Long Stay (permanent) Resident

The Weekly Fee is stated in the Admission Form. The following charges apply to a long stay (permanent) resident in our Home, including a short stay (temporary) resident whose period of stay is extended beyond 28 days:

When	Description	Amount
Upon permanent placement	Refundable Deposit to secure fees and other charges (any sums remaining to be returned at the end of the placement).	Equivalent of 2 weeks' Weekly Fee.
Throughout your stay ("Weekly Fee")	24-hour residential care including meals, laundry, utilities etc, all year round without exception. Certain services, examples of which are listed in the Resident Contract Terms below are excluded, e.g. hairdressing and personal newspapers.	The amount of Weekly Fee is set out in the Admission Form and will generally increase by 5.9% every year on April 1 st following admission, subject to the detailed terms below.
In the event of death in residence ("After Death Service Fee")	Your room will be available to your family for 7 days and we will provide support for your family and loved ones as required.	Equivalent of 1 week's Weekly Fee.

The Weekly Fee is payable monthly in advance and will increase by 5.9% on 1st April each year, although where there are extraordinary circumstances described in the Resident Contract Terms below, we reserve the right to exceed this amount or its frequency.

Termination for a long stay (permanent) resident the notice period for termination of the placement is (1) 14 days during the first month and (2) 28 days thereafter (unless in an emergency). We will only terminate in the limited circumstances set out in the Resident Contract Terms below. No notice is required in the event of your death in residence at our Home (although the After Death Service Fee will apply).

To ensure that we are able to commit to caring for you to the standard you would expect we ask for proof of two years' funding. Where you are not able to evidence the availability of two years' funding we may require you to nominate a guarantor to agree with us to pay any shortfall as a result of any default in payment by you.

This summary is for reference only and does not contain details of all terms of the Resident Contract Terms. Therefore, it is important that you read the Resident Contract Terms and Admission Form in full (together the "Contract"). By signing the Contract you are agreeing to its terms and you will be personally liable for the payment of fees and other charges set out in the Contract.

Resident Contract Terms

INTRODUCTION

These Resident Contract Terms and the accompanying Admission Form set out the formal legal relationship between you and Barchester Healthcare Homes Limited (in England and Wales) or Barchester Healthcare Limited (in Scotland) ("we", "us", "our", "the Home") (together the "Contract"). While these Resident Contract Terms are addressed to "you," they may equally be addressed to a person who acts on your behalf, either formally (via a Power of Attorney) or informally nominated by you, and who may sign the Contract and make payments on your behalf.

We recognise that residential care can cost a considerable amount, and it is important that likely costs are fully understood in advance. It is therefore important that you carefully read and understand the Contract before signing and agreeing to its terms. By signing the Contract you are agreeing to its terms and you will be personally liable for the payment of fees and other charges set out in the Contract.

We hope that the terms are clear and that you are able to understand the extent of the cost of the services we offer. If you do not understand any aspect, please contact the Home's General Manager (the person responsible for the overall running of the Home and who is ordinarily the Registered Manager under the relevant healthcare legislation). We encourage you to take independent legal advice, including from Citizens Advice, if there are any aspects that are unclear.

It is important that the placement is affordable to you. For that reason we ask for you to provide us with proof of sufficient funds to remain in the Home for two years prior to entering into the Contract. Where you are unable to provide this, we may accept a guarantee of funding from a member of your family or other suitable person; in the event that you default on payment and do not rectify the situation after a written reminder, or you no longer have the means to pay we may recover the fees from the agreed guarantor.

DEFINITIONS

1. Residents are classified as either:
 - a. Short stay (temporary) resident: where the expected duration of stay is 28 days or fewer. In these cases, the stay period will be agreed in advance and the agreed payment is due in advance; or
 - b. Long stay (permanent) resident: where the expected duration of stay is longer than 28 days or a short stay (temporary) resident who extends their stay in the Home beyond 28 days
2. For long stay (permanent) residents all the terms of these Resident Contract Terms apply (except section 1 - "Fees Generally for Short Stay (Temporary) Resident").
3. For short stay (temporary) residents some sections of the Resident Contract Terms may not apply, as indicated by the section headings.

1 - Fees Generally for Short Stay (Temporary) Resident

1. The Home and you as a short stay (temporary) resident will agree a period of residence and a daily fee for that residence, as set out in the Admission Form. The full fee for the agreed period is payable in advance. This fee is non-refundable, however will be proportionately refunded where the residence is terminated early if the reason for termination is that we cannot reasonably provide care that meets your needs.
2. Should the residence continue beyond the agreed period, the same daily rate will apply to the extended period up to 28 days and the additional fees will be payable immediately. Where the residence is extended, either party may give 3 days' notice of termination.
3. Where the residence extends so that you remain in the Home for a period longer than 28 days in total, you will be classified as a long stay (permanent resident) and you will be notified of the appropriate Weekly Fee. In these circumstances, please note that all the terms applicable to a long stay (permanent) resident in these Resident Contract Terms will now apply to you, including the need to pay a Refundable Deposit and to pay fees in advance, each of which are payable before the initial 28 days elapses.

2 - Fees Generally for Long Stay (Permanent) Resident

1. The fees we charge for a long stay resident are as follows:
 - a. Weekly Fee: this is the rolling weekly charge initially set out in the Admission Form (which is increased annually (or more frequently) as set out at section 4. below) for the provision of our Services (as defined below) to you; and
 - b. After Death Service Fee: a one-off payment equivalent in amount to the Weekly Fee payable at that time.

3 - Refundable Deposit for Long Stay (Permanent) Resident

1. In addition, we also collect a Refundable Deposit upon your admission to the Home, equivalent to two weeks' Weekly Fee.
2. Should your account be in arrears, either in respect of fees, or any additional services such as hairdressing etc. the Refundable Deposit will be used by us to make up any such shortfall. We will inform you in writing

in advance of any proposed deductions we intend to apply in respect of the Refundable Deposit.

3. The Refundable Deposit will be returned to you or your estate (minus any relevant deductions as set out above along with a breakdown of any such deductions (if applicable)) as soon as practicable and ordinarily within 28 days following termination of the placement and, in the event of your death.
4. In the event of your death, the After Death Service Fee may be deducted from the Refundable Deposit (see section 8. below for further details).
5. Where there is a difference between us and you or your representative about the amount of the Refundable Deposit to be returned, this may be appealed to the Regional Director.

4 - Weekly Fee and Uplifts in the Weekly Fee for Long Stay (Permanent) Resident

1. The Weekly Fee for the current billing year (1st April to 31st March) is set out in the Admission Form.
2. On 1st April each year, the Weekly Fee will automatically increase by 5.9% ("Basic Annual Fee Increase") (we will send you a reminder of this in advance). This increase is intended to cover inflationary and/or other regular and broadly predictable increases in the costs of providing care and other services to our residents, including the running of the Home and the Barchester business. These costs include, but shall not be limited to: the generally applicable increases in costs of utilities, maintenance, food and insurances over time, costs passed on by our suppliers, as well as increases in Barchester's cost base, such as rent, utilities, employment and benefits costs for its staff and workers, and other general and administrative running costs and expenses of the running the Barchester business.
3. Where costs increase by a greater level than historical and broadly predictable amounts, a level of fee increase in excess of 5.9% ("Exceptional Annual Fee Increase") may be applied and/or where necessary there may be interim fee level increases ("Exceptional Interim Fee Increase"). In either the case of an Exceptional Annual Fee Increase or Exceptional Interim Fee Increase, you will be given not less than 12 weeks' written notice advising you of the amount of the increase to the Weekly Fee, setting out the outline reasons for the increase (specific analysis will not be provided as these periodic and/or exceptional fee increases are not specific to individual residents or services). If you are unwilling to pay such an increase, you may terminate your placement, although the relevant termination notice periods will still apply (see section 9 below for details). If the notice period extends beyond 1st April, the fee increase shall apply from that date until such time as you leave the Home. Examples of the reasons why such an exceptional fee increase may be applied above the Basic Annual Fee Increase includes (this list is not exhaustive): exceptional economic factors, tax increases, premiums payable because of dislocations in the energy or other relevant markets, legislative and regulatory arrangements, increases in the statutory minimum pay regime, unsettled employee-markets leading to significant wage inflation and/or agency costs, and prices passed on by suppliers, including (but not limited to) suppliers of utilities, food, healthcare products which increases exceed the trend in previous years.
4. It is important to note that should your care needs change during your residence at the Home, which is often the case, it may be necessary to review your care needs and accordingly it will be necessary to uplift the Weekly Fee (see section 7 below for further details). This is separate and in addition to the changes to the Weekly Fee noted at sections 4(2) and (3) above.

5 - Payment Terms for Long Stay (Permanent) Resident

1. Payments are made monthly in advance at the 1st day of each month. The Weekly Fee amount stated in the Admission Form, or as subsequently increased in line with the annual uplift or the proviso detailed at sections 4(2) and (3) above, is converted into an equivalent monthly fee calculated as follows:

The number of days in the month x by the Weekly Fee

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2. Payments are made by direct debit which must be set up on admission to the Home.
3. Ordinarily, on your admission to the Home, the direct debit mandate for payments will not have been set up in advance, therefore a pre-payment of fees will be required by cheque or bank transfer (please ask the Home's General Manager for these details). The Pre-payment amount will be equivalent to the fees due from the date of your admission to the Home to the last day of that initial first month. The second (and subsequent) months' fees should then be paid via direct debit as normal.
4. In circumstances where you are admitted to the Home after the 14th day of each month. The Prepayment amount will be equivalent to the fees due from the date of your admission to the Home to the last day of that initial month plus the fees due for the second month (as we will not have had sufficient time internally to arrange the direct debit to be set up). The third (and subsequent) months' fees should then be paid via direct debit as normal.
5. If there are any issues with setting up or collecting your direct debit, we will contact you to inform you and it may be necessary that further pre-payments of fees are required until the direct debit is active.
6. Where you have been absent from the Home for a period of 28 days consecutively, for example because you are staying in hospital, the Weekly Fee will accordingly be reduced from such time onwards to 80% of the current Weekly Fee (i.e. a 20% reduction) until you return to the Home.
7. The After Death Service Fee will be invoiced and may be deducted from the Refundable Deposit or any balance of fees paid in advance.

6 - Services included and excluded from the Weekly Fee

1. The Weekly Fee is for 24-hour routine care in the Home. It includes your room (which will be redecorated from time to time as necessary), heat and light, meals (including a choice of menus), snacks and drinks, access to lounges and gardens, bedding and towels including laundry (but excluding dry cleaning), liaison with relevant outside agencies such as medical practitioners and district nurses, assistance with personal care, activities (including any routine trips out of the home), access to Wi-Fi, annual testing of residents' personal electrical equipment and ongoing care reviews.
2. The Weekly Fee excludes, without limitation, the following: personal newspapers, personal flowers, smoking or vaping materials, personal toiletries, hairdressing, dental care, manicures, beauty treatments, podiatry care or special outings e.g. theatre tickets. It is important to note that this is not an exhaustive list but is examples of typical additional services. We may arrange for these additional services, which will need to be paid for separately. In the event that these are paid by us on your behalf we will add these charges to your account.

3. The Weekly Fee does not include accompanying you to medical, hospital or similar appointments, where such accompaniment is arranged this will be charged separately at a reasonable rate, for example at the rate of national living wage per hour x 1.85 per hour for attendance by a carer, plus any reasonable travel expenses, such as a taxi fare.
4. Should it be necessary to provide additional care or medical services to you, such as one-to-one care for periods of the day, in which a member of staff (either from Barchester or external resource) is dedicated to your care, an additional charge will be made for this (for example, if it is necessary to engage a carer on one-to-one care this will ordinarily be charged at 1.85 x the rate of national living wage rate per hour). This will not be introduced without your consent, except in exceptional circumstances, in which case we will seek consent as soon as reasonably practicable.

7 - Placement Type for Long Stay (Permanent) Resident

1. As a long stay resident you will be admitted to the Home under one of three categories, described below. It is often the case that a resident condition may change during their residence at the Home and it is important to understand the different types of service we offer and how these are paid for.
 - a. Residential - This is the standard placement where it is assessed that you do not need round-the-clock nursing care and hence any such nursing services that may be required by you can be supplied by the district nursing team, funded by the NHS.
 - b. Nursing - This is a placement where your condition is assessed as requiring an element of medical care, so needs to be supported by the availability of round-the-clock nursing care. Where you have already been admitted to the Home as a residential placement and we subsequently assess you to require the availability of round-the-clock nursing care, we will seek to accommodate you within the Home or another local home within our group (not all our homes offer a nursing service) and an uplift in the Weekly Fee will be payable. The amount of uplift will depend on the nature of the enhanced care required by you. However, should you already be resident in the Home we will not increase the Weekly Fee by more than the sum offered by the NHS-funded Funded Nursing Care contribution ("FNC contribution") unless your increased care needs mean that we are no longer able to provide care for you or you are assessed as being suitable for continuing healthcare funding (see 3 below). In most cases, you will not experience a net increase in the Weekly Fee payable, once the FNC contribution is received by us from the NHS (provided you meet the eligibility criteria for the award). Prior to receiving the FNC contribution, we will invoice you for the enhanced Weekly Fee but we will usually recover the FNC contribution (if applicable) directly from the NHS and will place this as a credit against your account and shown as a deduction on your monthly invoice.
 - c. Continuing Healthcare - Where your condition is such that you have a primary health need, you should be assessed as eligible for NHS Continuing Healthcare (CHC). If you are eligible for CHC funding, the NHS pays a fee direct to the home which reflects what the local NHS Integrated Care Board ("ICB") commissioner considers to be an appropriate fee for meeting your assessed needs in a standard care home or standard nursing home setting. However, the NHS does not ordinarily fully fund a resident's decision to live or stay in a particularly attractive, comfortable and well-resourced home. Hence, the CHC funding is unlikely to cover the full Weekly Fee for staying in our Homes, and is unlikely to

cover the full service we offer residents in our well-appointed accommodation and facilities. Whilst we acknowledge that our Weekly Fee(s) might be set at a higher rate than some care providers, this is a reflection of the nature of the homes we operate. This is sometimes described as a 'lifestyle choice' fee to distinguish it from the costs required to meet assessed needs, which are exclusively paid by the NHS (through the local ICB) and for which no additional charge is made. The overall effect is that once we have established the Weekly Fee, you may (should you qualify) be entitled to part-payment of that fee through the CHC funding which will relieve you of the majority of the Weekly Fee, but in those circumstances there will often remain a difference which you will be obliged to pay, being a 'lifestyle choice fee' to remain in one of our well-appointed homes. Should you qualify for CHC funding after your admission, the same principles apply: the CHC funding will cover the care element of the overall Weekly Fee and the residue will be payable as a lifestyle choice fee. In the event that there is a delay or a dispute with the NHS over eligibility for CHC or over the content of the care plan/level of the NHS payment, you will remain liable for the full Weekly Fee amount (including any uplift as a result of your changing care requirements since your initial Nursing or Residential placement).

- d. Local Authority Funding - Where you are assessed as eligible for local authority funding, the sum paid by the local authority may not (and is unlikely to) cover the full Weekly Fee we charge for the same reasons referred to above in respect of continuing healthcare fees, namely that the payment made out of the public purse covers only standard care provision rather than residence in our well-appointed Home. In order to stay, or remain in our Home it will therefore often be necessary to pay a "top up" to bridge the difference. As it will be a prerequisite of receiving local authority funding that you do not have sufficient assets to pay such care fees, it is logical that it will be necessary for any "top-up fee" to be paid by another person, usually a relative or significant person in your life. We reserve the right to terminate the placement if no "top up" payment is provided and hence it is important that you consider this when accepting a placement at our Home.
2. Our staff try to be as helpful as they can in assisting with progressing applications with the ICB or local authority regarding possible funding outlined above, but shall not be liable for lack of timeliness in submitting or progressing applications, unless we have previously undertaken to do so in writing. Where there is a proposal that a resident's funding status may change either by the provision of CHC, FNC or local authority funding, the General Manager must be informed promptly. Notwithstanding any contribution paid under CHC/local authority funding/FNC, the full Weekly Fee remains payable (and this remains the case during any appeal and after any unsuccessful appeal, if applicable).

8 - After Death Service Fee for Long Stay (Permanent) Resident

1. We are committed to the idea that everyone who chooses to stay with us to the end of their life should die well cared-for and with dignity. We pride ourselves on providing an exceptional after death service in line with this commitment and as result charge the After Death Service Fee.
2. The After Death Service Fee is equivalent to the Weekly Fee (for 7 days). If however (1) the room is cleared within the seven days and (2) we are able to place another resident in the same room within the 7 days we shall not charge you or shall refund to your account for any days in respect of which the new resident occupies the room.

3. The After Death Service Fee includes: (1) liaising with your family as required in the immediate period of your passing, (2) holding your room vacant for a guaranteed period of 7 days after your passing so that (a) at a time of distress your family are not forced to schedule clearing your room ahead of dealing with other matters which they may feel are more pressing; (b) your dignity will be preserved, recognising that you will have been a valued member of the Home's community, often for a considerable time, (3) support offered to your family following their bereavement should they need it, and (4) notifying relevant third parties such as regulators, coroner as required etc.
4. If it is not possible for your relatives or representatives to collect your possessions from the Home within 7 days we will either agree with them whether they should be temporarily stored or disposed of. If any items have been identified as being of significant value, we will retain these pending clear instructions as to what should be done with them. If no instructions are given within 28 days of your death we will write to your personal representatives giving notice of our intention to sell the items and we will then return the sale proceeds less sale costs to your estate. Items which have not been identified as of significant value may be donated to a charity shop. If we are required to store any items we will deduct the reasonable costs of storage from your final account.

9 - Termination for Long Stay (Permanent) Resident

1. You may end your stay in the Home by giving notice in writing, signed by you or someone with your authority and delivered to the Home's Administration Office.
2. The period of notice to terminate the placement is 14 days during the first month of placement and 28 days thereafter.
3. In the event of your death during residence no notice is required to terminate the placement and the After Death Service Fee will be applied to your account.
4. We may terminate your placement on 28 days' notice where one or more of the following circumstances have arisen:
 - a. We are no longer able to meet your care needs;
 - b. You are in arrears in paying fees;
 - c. Your behaviour, or the behaviour of your representative or family members is such that it means that we are unable to, or it is difficult for us to meet your care needs or to ensure your safety and/or you ignore or disregard the reasonable requests of our staff;
 - d. Your behaviour is such that it has a significant impact on the other resident's peaceful enjoyment of the Home, it causes, or presents a risk, of harm and/or distress to other residents, our staff or you or is such that it has an impact on the Home's ability to care for other residents;
 - e. You or one of your visitors which it would be difficult to exclude from the Home (e.g. a spouse or main carer) is in serious or repeated breach of the Barchester Healthcare Code of Conduct;
 - f. There is an irreconcilable breakdown in the relationship of trust and confidence between the Home and you or your representative or family such that it has an impact on the delivery of care to you, other residents or more generally has impact on the status quo of the Home, its operation or its staff; and/or

- g. The Home or the unit in which you are a resident is to close.
5. Prior to us terminating your placement at the Home we will use reasonable endeavors to consult with you as to how we are able to avoid this. However, in certain circumstances, for example in an emergency situation, this may not always be possible, and we may exceptionally need to terminate your placement earlier in such circumstances than the timeframes set out at section 9(2) as a result.
 6. In the circumstances where we decide to terminate your placement and provide you with notice, you may appeal this decision to our Regional Director (the person to whom the General Manager of the Home reports and whose details will be available from the Homes' Administration Office) within 7 days of you receiving the notice. The Regional Director may uphold your appeal subject to conditions, for example, that your visitors abide by specified standards of behaviour. If the notice is not appealed or in the situation where the General Manager's decision is upheld by the Regional Director in the appeal decision your placement at the Home will terminate on expiry of the initial notice expiration date.

10 - Late Payment

Any amount due under the Contract that is not paid on the due date will bear interest from the due date to the date of actual payment at a rate equal to 3% above Barclays Bank's base rate for the time being, for the relevant period. Interest due must be paid together with the amount of arrears in question. We are entitled to recover, in full, all reasonable legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under the Contract.

11 - Guarantors

1. In certain circumstances, for example, where you have been unable to provide us with proof of sufficient funds to remain in the Home for two years, we may require a personal guarantee from a member of your family or other suitable person (being a "Guarantor").
2. In those circumstances, we will require the Guarantor to enter into a Personal Guarantee Deed. Under the terms of this Personal Guarantee Deed the Guarantor will be guaranteeing your obligations to pay to us any fees or other charges that are payable under the Contract. This means that, should you be unable to pay our fees, we will then ask your Guarantor to pay these fees instead of yourself.
3. We strongly recommend that your Guarantor seek independent legal advice prior to entering into the Personal Guarantee Deed, as in the event that you are unable to or, have stopped paying our fees, the Guarantor may become personally liable to pay your fees.
4. In the event that you default on the payment of any fees or other charges that may be payable under the Contract, we will inform your Guarantor of your default and upon written notice we may request that your Guarantor pay any of your outstanding fees or charges.
5. If your Guarantor does not make payment when requested by us, we may terminate your placement at the Home and/or take legal action (which could include court proceedings) against your Guarantor to recover the outstanding fees or other charges and any legal or other costs associated with any action necessary to enforce the Personal Guarantee Deed.

6. Therefore, it is important that if you consider that you are running low on funds we are informed as soon as possible so that we can discuss and collectively consider the options available to you. Please contact the General Manager and a meeting can be arranged with the Regional Director to establish what can be put in place to avoid you having to leave the Home and/or us enforcing the Personal Guarantee Deed.

12 - Other Matters Applicable to all Residents

1. We will hold and process personal information about you. We are committed to protecting that information in accordance with applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018. Please consult our Privacy Statement (which may be amended from time to time), a copy of which is available on our website at <https://www.barchester.com/privacy-statement-relativescarers-of-residents-patients> and available upon request, as to why and how we process your personal data.
2. Upon admission to the Home you must register with a medical General Practice.
3. You must make the Home aware of any prescribed or non-prescribed medication that you possess. Should you wish to self-medicate this will be permitted only following a risk assessment.
4. It is important to recognise that even though the room is "your room", your occupation is by licence only, as we must have the right to enter at any time to provide care, to clean the room, to redecorate and service equipment or for other purposes associated with your residence. In some cases, it may be necessary to ask you to relocate to another room temporarily or permanently. We will not do this without consultation and giving at least 4 weeks' notice, except in emergency situations. Where the room to which you move is less well-appointed, we will offer a discount on the Weekly Fee.
5. It is important that you and any visitors adhere to the Barchester Healthcare Code of Conduct, a copy of which has been supplied to you. Any visitor who, in the opinion of the General Manager, is in breach of this Code of Conduct will be invited to attend a meeting to discuss and agree future conduct. Where, in the reasonable opinion of the General Manager, the visitor is verbally or physically abusive or threatening or poses a risk to residents, that visitor will be excluded from the Home until an agreement is reached on future behaviour. You will appreciate that the Home is also where many other residents live and the work place of many staff. We have an obligation to those individuals as well as to you and we have a zero tolerance policy on this which we hope you will recognise also protects you.
6. We actively welcome constructive feedback. If you have feedback to share with us or wish to make a complaint please contact the Home's General Manager. If you wish to complain, please see our complaints procedure which is displayed in the home or can be found on our website at www.barchester.com.
7. If you consider that you are running low on funds, and the available funds or assets are less than 6 months' worth of Weekly Fees, you must inform the General Manager to discuss the options with regard to future payment we can and to establish what can be put in place to avoid having to leave the Home.
8. Where the Contract refers to "you" we mean you or another person with authority to speak for you. This authority may arise because they have a Lasting Power of Attorney or equivalent which extends to cover property and financial affairs. Where you do not have capacity to make decisions for yourself, and

where no one has relevant authority, we will make decisions on your behalf on a “best interests” basis in accordance with the Mental Capacity Act 2005, following consultation with family members and others as relevant.

9. Every reasonable care is taken with your belongings, but it is recommended that personal belongings of financial or sentimental value are not brought into the Home. Where personal items (including, but not limited to: spectacles, hearing aids, items of clothing, shoes, jewellery, toiletries, furniture and consumables) are brought into the Home, the Home accepts no responsibility for any personal items and shall not be liable for the loss of or damage to them. You are responsible for insuring, to the full replacement value, all personal belongings brought into the Home. The insurance should cover any period of absence from the Home (including any time in which you might be in hospital); and after your death, until such time as all of your belongings have been removed from the Home.
10. All electrical items brought into the Home will be safety tested by the Home’s authorised service personnel on an annual basis and any items that fail such tests must not be used.
11. Any soft furnishings brought into the home must be certified fire retardant.
12. We do not permit our staff to lend to or borrow money from or receive personal gifts from you or your visitors.
13. We do not permit our staff to witness legal documents for you or your visitors.
14. Animals are not permitted in the Home except following the prior agreement of the General Manager.
15. Smoking is not permitted in the Home. There is a designated area at the Home for residents who wish to smoke and who have undergone the relevant risk assessment.
16. Nothing in the Contract seeks to exclude or limit liability for death or personal injury.
17. We are committed to equal opportunities and this extends to you, other residents and our staff.
18. We are regulated under the Health and Social Care Act 2008 in England, by the Regulation and Inspection of Social Care (Wales) Act 2016 in Wales and the Regulation of Care (Scotland) Act 2001 and associated regulations in Scotland. We are inspected by the appropriate statutory body in accordance with the relevant legislation, which in England is the Care Quality Commission (“CQC”), in Wales is the Care Inspectorate Wales (“CIW”) and in Scotland is Care Inspectorate Scotland (“CIS”). Inspection reports for the Home are available from the General Manager and from our website.
19. The Consumer Contract Regulations 2013 apply to this Contract. If you have not visited the Home upon signing the Contract, you have 14 days from the date of signing to cancel the Contract. To exercise your right you must inform the General Manager of the Home in writing. If the Contract is cancelled after admission to the Home, a proportionate refund will be provided.
20. This Contract shall be governed by and construed in accordance with the Law of England and Wales (if the Home is situated in England or Wales). If the Home is situated in Scotland, Scottish Law will apply.

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