

START DATE

___/___/___

- (1) Cedar Gardens Care Limited t/a
The Cedars Care Centre
- (2) Resident name acting with his/her attorneys

**ADMISSION AGREEMENT
FOR SELF-FUNDER
relating to
Cedar Gardens Care Limited t/a
The Cedars Care Centre**

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THIS AGREEMENT is made on ____ / ____ / ____

BETWEEN:

(1) **Cedar Gardens Care Limited t/a The Cedars Care Centre** of 12 Richmond Road, New Barnet, Hertfordshire, EN5 1SB (referred to in this Agreement as “**we**” or the “**Care Home Provider**”);

(2) _____
of _____

whose details are set out in Schedule 5 to this Agreement (referred to in this Agreement as “**you**” or the “**Service User**”) acting with his/ her attorneys.

WHEREAS:

- (A) We are a care home provider registered under the Care Standards Act 2000 and we agree to provide you with residential accommodation and certain services in accordance with the terms and conditions set out in this Agreement.
- (B) You agree to become a resident with us and to pay for your accommodation and any services we provide to you in accordance with the terms and conditions set out in this Agreement.
- (C) This Agreement is a legal document which comprises your rights and obligations to us, and our rights and obligations to you.
- (D) You are advised to read this Agreement carefully before signing it to ensure that you understand all of its terms and conditions.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Words and expressions which appear in this Agreement with a capital letter are defined terms and have the specific meaning given to them in Schedule 5.

2. YOUR REPRESENTATIVE

2.1 Your Representative is an individual who has been given legal authority to act on your behalf (for example, a Power of Attorney).

2.2 If you have a Representative:

2.2.1 we must be provided with documents which give evidence of your Representative’s legal status;

2.2.2 your Representative must sign this Agreement on your behalf for it to be valid;

2.2.3 your Representative does not incur any personal financial liability under this Agreement by signing it; and

2.2.4 your Representative agrees to use your available income and resources to pay for the Services provided to you under this Agreement.

3. COMMENCEMENT AND DURATION

3.1 This Agreement shall take effect from the **Start Date** and shall continue until terminated in accordance with Clause 16.

4. OUR OBLIGATIONS

4.1 From the Start Date until the Agreement is terminated, we shall provide to you the Services described in Schedule 1.

4.2 In addition to our obligation under Clause 4.1 above, we can arrange for the provision to you of any of the Additional Services described in Schedule 2 that you request.

4.3 A copy of your Care Plan has been provided to you. We shall keep your Care Plan under review and updated as required or on request by you.

4.4 We shall always comply with the requirements of the Care Standards Act 2000, the Regulations and any relevant National Minimum Standards.

4.5 We shall comply with all other legislation which is relevant to the provision of the Services.

5. YOUR OBLIGATIONS

5.1 You agree:

5.1.1 to read and comply with our Service User Guide; and

5.1.2 to read and comply with your responsibilities that are described in the Terms of Residence and set out in Schedule 4.

5.1.3 to pay the Fee in accordance with Clause 6 below; and

5.1.4 to pay the cost of any Additional Services that are provided to you in accordance with Clause 6 below.

You acknowledge that we do not give advice in relation to your personal finances or the benefits to which you may be entitled. You agree that you shall seek independent professional advice on these matters where appropriate.

6. PAYMENT OF THE FEE

In the event of a Local Authority agreeing to pay part of the Fees for a temporary period whilst your property is being sold (**12 week Property Disregard**); or if you enter into a **Deferred Payment Arrangement** with a Local Authority for the payment of the Fees, the Self-Funder fee rate remains payable.

6.1 The Fee is calculated in accordance with Schedule 3 and is payable by you on a monthly basis in advance by Standing Order.

6.2 The Fee is inclusive of the Services that are described in Schedule 1 and to be provided to you as part of your Care Plan.

6.3 The Fee does not include the Additional Services described in Schedule 2. Additional services are payable directly and should be paid for in advance.

6.4 Fees are reviewed annually on 1st April, or earlier if your care needs change or if the costs we incur in providing the Services increase. One month's notice shall be given to you of any changes to the Fee or the costs of the Additional Services.

6.5 The Fee shall remain payable in respect of any period during which you are absent from the Care Home for any reason including admission to hospital or when you are on holiday.

7. FUNDED NURSING CARE CONTRIBUTION

7.1 You may, following a nursing assessment, be eligible for a contribution towards the cost of your nursing care.

7.2 Where you are eligible for a nursing care contribution, it will be paid by the relevant Integrated Care Board (ICB) to us and your weekly fee will be reduced accordingly.

7.3 Where you have not undergone a nursing assessment before the Start Date, we will assist you in arranging for an assessment to be carried out as soon as possible. However, until confirmation of eligibility has been received by us, we will charge the full fee to you.

7.4 We agree that, as soon as practicable following the receipt by us of any contribution, we shall credit that contribution to your account.

8. RESIDENCY

8.1 On admission to the Care Home, you shall be allocated a room which you shall occupy as a bare licensee only. This means that you do not have the right to exclusive possession of any particular room or part of a room. Neither you nor we intend to create any relationship of landlord and tenant through this Agreement or otherwise.

8.2 To assist us in the efficient running of the Care Home, or as a result of a change in your care needs, it may be necessary that you move room. In such circumstances, we reserve the right to move you to a different room at any time. Except in the case of an emergency, this shall occur only after prior discussions with you (such discussions to take place at least 7 days in advance of the proposed move).

8.3 If you are unhappy with the move we propose, you may terminate this Agreement (either before the move or within 28 days after the move) by giving us 7 days written notice in advance.

9. REPORTING

9.1 You shall inform us of any occasion when you may stay overnight at any place other than the Care Home.

9.2 You shall inform us at the earliest opportunity of any change in your circumstances including:

- (a) plans to move from the Care Home;
- (b) holiday plans;
- (c) any other material change in your circumstances.

9.3 We shall notify your next-of-kin and/or personal representative if:

9.3.1 you are involved in an incident that results in injury and you require or may require medical treatment;

9.3.2 you experience a significant change in your physical, mental or general wellbeing; or

9.3.3 the Services we provide to you need to be significantly changed.

10. RECORDS

- 10.1 We shall maintain in respect of you a record which includes all of the information and documentation that is referred to in Schedule 3 of the Regulations (i.e. your Care Plan, a photograph of you, your personal details and any correspondence relating to you).
- 10.2 We shall ensure that the record referred to in Clause 10.1 above is:
- (a) kept securely within the Forest Healthcare Group.
 - (b) kept up to date; and
 - (c) at all times available for inspection in the Care Home by any person authorised by the Care Quality Commission (or prevailing regulatory body) to enter and inspect the Care Home.
- 10.3 The record referred to in Clause 10.1 shall be retained in accordance with GDPR guidelines..

11. CHANGES TO THE SERVICES

- 11.1 We may from time to time require changes to be made to the Services and/or the Additional Services. We shall give reasonable notice in writing to you of any changes required and you shall be bound by that change with effect from the date specified by us in the notice as the date upon which it is to have effect. Where the changes are significant, we shall discuss these with you before they come into effect.
- 11.2 In the event of a change to the Services and/or the Additional Services in accordance with Clause 11.1, the amount payable to us may be varied. We shall determine the revised amount and notify you in writing.

12. CHANGES TO THIS AGREEMENT

- 12.1 No changes shall be validly made to the terms and conditions of this Agreement unless agreed in writing by you and our Care Home Manager.

13. YOUR POSSESSIONS AND INSURANCE

- 13.1 You may bring into the Care Home such items of furniture and equipment as are agreed with the Care Home Manager. All such items must comply with current fire and health and safety regulations.
- 13.2 You may deposit your money and valuables with us for safe keeping. A record of such deposits will be signed by you and us.
- 13.3 Your personal effects are brought into the Care Home at your own risk and we accept no liability for the loss of or damage to such effects or for any loss or damage caused as a result of you bringing those personal effects into the Care Home. We strongly advise you or your Representative to arrange your own insurance for your personal possessions and valuables.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1 We shall comply with data protection legislation and medical confidentiality guidelines.

14.2 We shall keep your medical information confidential. It shall only be disclosed to those involved with your treatment or care including your GP, your Representative and, if applicable, any person or organisation who may be responsible for meeting your treatment expenses and the Care Quality Commission (or equivalent body) or its agents.

14.3 We shall not make your name and address or those of your family available to other organisations.

15. COMPLAINTS

15.1 We aim to provide professional quality care at the appropriate level to meet your individual care needs in a secure, friendly and homely environment. Should you wish to make a complaint, please follow the complaints procedure which is described in our Service User’s Guide. We shall ensure that any complaint made under this procedure is fully investigated.

16. TERMINATION

16.1 Either you or we may terminate this Agreement by giving the other party 28 days written notice in advance.

16.2 When this Agreement ends, you shall give us vacant possession of the Room. We reserve the right to charge for use of the Room if vacant possession is not given to us when the Agreement ends.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

17.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the parties to this Agreement do not intend that any third party shall have any rights in respect of this Agreement by virtue of that Act.

Signed

Authorised Signatory for

The Cedars Care Centre

Name

Position

Signed

Name

Service User

RESPONSIBILITY FOR THE FEES:

The resident (or their attorneys who sign this document on their behalf as party to the agreement) accepts the responsibility for all terms and conditions of the residence and for payment of all fees, charges, etc as may be claimed under this agreement.

I understand and agree to accept the conditions of the Admission Agreement and hereby acknowledge receipt of copy.

Name of service user _____

Name of service user's representative/s _____

Address of service user's representative/s _____

_____ Post Code _____

Email address of service user's representative/s _____

Authority to act on service user's behalf; please select the relevant legal authority applicable to you

- Lasting Power of Attorney
- Enduring Power of Attorney
- Court Appointed Deputy

Telephone number: _____

Email address: _____

Relationship to service user: _____

Signature: _____

Date: _____

RESPONSIBILITY FOR THE FEES:

The resident (or their attorneys who sign this document on their behalf as party to the agreement) accepts the responsibility for all terms and conditions of the residence and for payment of all fees, charges, etc as may be claimed under this agreement.

I understand and agree to accept the conditions of the Admission Agreement and hereby acknowledge receipt of copy.

Name of service user _____

Name of service user's representative/s _____

Address of service user's representative/s _____

_____ Post Code _____

Email address of service user's representative/s _____

Authority to act on service user's behalf; please select the relevant legal authority applicable to you

- Lasting Power of Attorney
- Enduring Power of Attorney
- Court Appointed Deputy

Telephone number: _____

Email address: _____

Relationship to service user: _____

Signature: _____

Date: _____

SCHEDULE 1

SERVICES

1. We shall provide you with the following Services:

- 1.1 accommodation;
- 1.2 all meals;
- 1.3 personal care as needed, including assistance with:
 - 1.3.1 personal hygiene;
 - 1.3.2 the tasks of daily living;
 - 1.3.3 medications; and
 - 1.3.4 evacuation of the Care Home in the event of an emergency;
- 1.4 laundering of bed linens, towels and personal clothing;
- 1.5 routine cleaning and decoration of your Room;
- 1.6 provision of care home staff on a 24-hour basis; and
- 1.7 activities within the Care Home

as well as the care set out in your Care Plan, a copy of which has been provided to you.

SCHEDULE 2

ADDITIONAL SERVICES

1. The following Additional Services are available to you at your own cost upon request:
 - 1.1 Telephone & fax services
 - 1.2 Dry cleaning
 - 1.3 Chiropody
 - 1.4 Dentist
 - 1.5 News paper
 - 1.6 Physiotherapy
 - 1.7 Hairdressing
 - 1.8 Internet services
 - 1.9 Occupational Therapy

SCHEDULE 3

THE FEE

1. From the start date the total fee for your care will be £ _____ per week;
£ _____ per month, payable by Standing Order.
2. The Fee for each month is payable in advance on the first day of that month.
3. Where you are only required to pay for part of a month, the Fee for that month shall be based on the numbers of days in that month during which we have provided the Services to you.

SCHEDULE 4

TERMS OF RESIDENCE

General

1. You are entitled to all the rights described in our Service User Guide.
2. You shall have access in privacy to a telephone in the Care Home and can make local calls without charge, except where a standard pay telephone is used.
3. You shall have access to the United Kingdom mail service and can write and send mail, at your own expense, and receive uncensored and unopened mail.
4. You are free to receive visitors for a maximum of 8 hours daily, 7 days a week.
5. You are free to leave and return to the Care Home at reasonable times consistent with the Service User Guide.
6. You are free to request and receive assistance in relocating.

Pets

7. You may, at the absolute discretion of the Care Home Manager, keep a domestic pet at the Care Home provided you agree this in writing with the Care Home Manager in advance.

Smoking and alcohol

8. You may only smoke in areas designated as smoking areas.
9. You agree to comply with any health and safety rules as notified by the Care Home Manager regarding smoking.
10. You may consume alcohol in accordance with any licensing restrictions at the Care Home. Any consumption of alcohol is at your risk and (except in relation to any negligence by us and/or our staff) we can accept no responsibility for any loss, damage or injury you may suffer as a result of alcohol consumption.

Medication

11. You agree to deposit all drugs, medications and treatment creams with the care staff at our Care Home on admission and to report to the Care Home sensitivity to any drug or group of drugs or medication.
 - 11.1 Medication or food shall not be brought into the Care Home by your relatives or visitors without obtaining the consent of our Care Home Manager or qualified nursing staff.
 - 11.2 You may only take medicine independently on agreement of your doctor and our Care Home Manager.

Gifts to Staff

12. You agree not to give the Care Home's staff any financial or personal gifts.

Respect for Other Service Users

13. You agree to respect the privacy of the other residents at our Care Home by not entering their rooms without prior permission.

Racial and Other Harassment

14. You agree not to commit or allow invited visitors to commit any form of harassment on the grounds of race, colour, religion, sexual orientation, age or disability that may interfere with the peace and comfort of, or cause offence to, any other resident, visitors or neighbours.

Disruption

15. You agree not to commit or allow invited visitors to commit any act which results in serious disruption of the Care Home or interfere with another resident's rights to peacefully occupy any other rooms in the Care Home or to commit any act that results in physical harm to any other resident, visitors, neighbours.

Noise

16. You agree not to play or allow to be played any radio, television, record, or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or other residents.

Health & Safety

17. You agree to comply with all health, safety or fire instructions given by us and not to engage in conduct which is likely to endanger the health or safety of anyone at the Care Home.

Electrical Appliances

18. You agree to allow for the regular testing of any electrical appliances brought into the Care Home.

Condition of Interior

19. You agree to keep your Room as much as possible in a clean and tidy condition and to allow access for domestic staff at any reasonable time.

Damage

20. You agree not to cause any damage to your Room or the Care Home's furniture (fair wear and tear excepted) and to pay any costs incurred by the Care Home in carrying out any works resulting from such damage.

Alterations

21. You agree not to remove or make any alterations to your Room or any fixtures, fittings or furniture provided by the Care Home.

Reporting Disrepair

22. You agree to report to the Care Home Manager promptly any disrepair in your Room.

Access

23. You agree to allow access by the Care Home's employees at all reasonable hours:
- (i) to inspect the condition of your Room or to carry out repair or other works to your Room or adjoining rooms;
 - (ii) to check on your safety or welfare; or
 - (iii) to ensure compliance with this Agreement.

SCHEDULE 5

DEFINITIONS

In this Agreement, the words and expressions set out below shall have the following meanings:

“Additional Services”	means the additional services described in Schedule 2;
“Agreement”	means this agreement, including all schedules and other documents incorporated or referred to herein;
“Care Home”	means the The Cedars Care Centre
“Care Home Manager”	means Mr Ahmad Sookheea or such other person as may be appointed from time to time to act as the Care Home’s Manager;
“Care Plan”	means the written plan as to how your needs in respect of your health and welfare are to be met;
“Fee”	means the fee payable by you for the provision of the Services in accordance with Clause 6;
“National Minimum Standards”	means the National Minimum Standards issued by the Department of Health under Section 23 of the Care Standards Act 2000, including Care Homes for Older People, Care Homes with Adult Placements and Care Homes for Adults 18-65;
“Regulations”	means the Care Home Regulations 2001;
“Room”	means your room location and number
“Service User Guide”	means our written guide to the Care Home which is available in your Room and has been produced by us in accordance with the Regulations;
“Services”	means the services to be performed and provided by us under this Agreement, as described in Schedule 1;
“Start Date”	means ____/____/____
“we”	means The Cedars Care Centre and all references to “our”, “us” and “ourselves” shall be construed accordingly; and
“you”	means _____ and all references to “your” and “yourself” shall be construed accordingly.