

St Marys

Residency Agreement

Terms & Conditions for Care Services & Residency

[v1] - 24/04/2023



ST MARY'S
CARE HOMES

Glossary

There are a number of concepts referred to within the Terms and Conditions of The Residency Agreement which are explained here. In the event of any inconsistency between the Terms and Conditions and the explanation of key concepts, the Terms and Conditions will prevail.

General Concepts

You

References to "You", "Your" or "Yourself" refer to the person named within the Personal Terms who is to receive accommodation and care under the terms of this agreement, and where the context requires, the appropriate deputy/appointee acting on behalf of the aforementioned person.

Your Representative

The individual or representative, as nominated in writing, identified as point of contact for You. You may have different contacts for health/welfare matters and financial affairs.

The Home

The Home refers to the place of residence, and is confirmed within the Personal Terms.

We / Us / Our

References to "We", "Us" or "Our" refer to the company that is the registered operator of The Home, and its representatives.

Personal Terms

This is the section of the Residency Agreement which is personal to You and details the Weekly Fee, Term of Agreement and the Payer(s).

Revised Personal Terms will be issued if You change the length of Your stay with Us, there are changes to the level of care You require, or Your entitlement to Public Funding changes.

Complaints Procedure / Right to Complain

Feedback is welcomed and encouraged. If it is felt that our service has fallen short of the service level We should be providing, any comments should be made to The Home Manager in the first instance.

A copy of the Complaints Procedure is available in The Home which will detail where any concerns may be addressed, a telephone number, postal address and email address are all provided. A copy of the full policy is also available upon request.

Concepts Relating to Fees & Charges

Weekly Fee

The Weekly Fee is the total amount payable for the provision of accommodation, food, light, heat, laundry and the necessary personal care as would normally be required by You based on Our assessment of Your needs.

The Weekly Fee does not include the cost of qualified nurse input, Additional Care Charges, nor the costs of Supplementary Services.

The Weekly Fee will be confirmed prior to You moving into The Home and will be documented in the Personal Terms. This fee will be based upon Our assessment of Your care needs. Should Your care needs change during Your time in The Home it may be necessary to change Your Weekly Fee.

The Weekly Fee will usually be subject to an annual review, however, circumstances may apply that require a review outside the annual process.

28 days' written notice will be provided for changes to Your Weekly Fee. However, where the change is due to a change in care needs, it may not be possible to provide this amount of notice without putting Your wellbeing at risk. In such instances We will act in Your best interests and will provide You with as much notice as possible.

Daily Rate

Where required, Daily Rates are calculated by dividing the Weekly Fee by 7 days rounded to 2 decimal places.

Additional Care Charges

Additional Care Charges may be incurred where the level of care to meet Your specific needs is either unusually high, required at short notice or are short-term in nature.

Most usually this might include either part-time or full-time one-to-one care. This may occur where You have been assessed to be a risk to Yourself or others without extra supervision/support due to a change in Your condition.

Additional Care Charges are commonly confirmed as an hourly rate for an agreed number of hours per day and will be dependent on the level of skill input required.

Due to the nature of changes in care needs, Additional Care Charges will come into effect as and when required, and may not be subject to a 28 day notice period. However, we will provide as much notice as we are reasonably able prior to any change.

Supplementary Services

Supplementary Services include items such as hairdressing, chiropody, private therapies, dental treatment, opticians, dry cleaning, clothing, toiletries, newspapers, confectionary or taxi fares, amongst others.

Escorting You on visits outside The Home is a Supplementary Service and, where available, would be charged at the prevailing hourly rate for this service.

Whilst We may assist You in arranging and administering payment for Supplementary Services, You will be responsible for all charges incurred for these.

Concepts Relating to Funding for Your Care

Public Funding

Funding provided in respect of the Weekly Fee by a Local Authority or the NHS.

The level of Public Funding You will receive is determined by a Local Authority and/or the NHS based on an assessment of Your care needs and Your ability to pay.

If You believe that You are entitled to receive Public Funding, it is important that You identify this in a timely basis. Whilst We may assist You in an application for funding, responsibility for seeking and obtaining any financial assistance that may be available rests entirely with You.

You will remain responsible for the payment of all fees incurred until this agreement is terminated in accordance with Terms and Conditions.

We ask that You provide Us with financial information prior to entering The Home so that We can help You to anticipate what level of support You may be entitled to and plan for any future changes in funding.

Local Authority Funding

Funding paid for by the Local Authority to meet Your assessed social care needs. This funding is means tested, so Your Local Authority will carry out a financial assessment to determine what level of support You are entitled to.

Client Contribution/Assessed Contribution

Your Local Authority may determine that You are liable to pay some, but not all of the Weekly Fee, and that Local Authority Funding will cover the rest. The amount that You may be required to pay towards the cost of care is called a "Client Contribution" or "Assessed Contribution". This is typically expressed as a weekly amount.

Funded Nursing Care (FNC)

FNC refers to elements of care that require a qualified nurse to carry out routine duties.

If it is determined that care input from a qualified Nurse is required, a contribution to this cost may be paid by the NHS.

This contribution is typically made direct to The Home and does not contribute towards the Weekly Fee.

Continuing Health Care (CHC) Funding

CHC is a term used to describe an ongoing care need that requires greater input than personal care. CHC status is determined via assessment by a team of NHS professionals.

If You are assessed as having a CHC need, You may have part or all of Your Weekly Fee paid for by the NHS.

3rd Party Top Up

You may choose to reside in one of our homes where the Weekly Fee is greater than the total combined amount of Public Funding provided and the amount You have been assessed as being liable to pay by the Local Authority.

In such an instance We may require a Top Up fee to be paid to make up the difference between the available funding and the total Weekly Fee.

Such Top Up fees cannot be paid by You as the financial assessment carried out by Your Local Authority determines the amount that You can afford to pay. In this instance the Top Up fee would need to be paid by a third party, such as a relative.

The third party will become a party to this Agreement and will need to sign as such. The third party will be liable for the payment of 3rd Party Top Up fees.

Changes to any 3rd Party Top Up fee will follow the same process as changes to the Weekly Fee.

Self-Funder

If you are not entitled to an Public Funding you will be classed as a Self-Funder and responsible to the payment of the Weekly Fee in full.

Sundry Concepts

Terms of the Agreement

The Term of the Agreement refers to the basis of Your stay at The Home. Rooms are offered either on an ongoing basis (Permanent) or on a short term basis for a fixed period (Temporary). The Term of the Agreement will be specified in the Personal Terms.

Any changes to the Term of the Agreement will require a change to the Personal Terms.

Terminating the Agreement

This Residency Agreement will remain in force until terminated by either You or Us by giving 28 days written notice.

The Weekly Fee, calculated using the Daily Rate, is payable until the end of the required notice period, at which time the room must be fully vacated, including possessions.

In the event of death this agreement will terminate automatically and the Weekly Fee will be charged for 3 days following death.

Billing Frequency

The billing frequency is how often invoices are issued and will be confirmed as part of the Personal Terms. The frequency may change if the length of your stay changes between permanent and temporary.

Payment Method

Fees are payable in advance by Direct Debit. The frequency of the payments will be confirmed as part of the Personal Terms.

Payment of fees by any method other than Direct Debit may incur an additional charge to cover the administrative costs of processing manual payments.

Payer

Any individual, representative or public or government body who has agreed to pay the Weekly Fee, either in part or in full.

The Payer(s) will be defined in the Personal Terms, based on the information provided to Us by You and any relevant public body.

By entering into this Residency Agreement You are agreeing to its Terms and Conditions and acknowledge that You remain liable for the payment of any fees set out in this Agreement which are not covered by Public Funding, or 3rd Party Top Up, regardless of whether these are being paid on Your behalf.

Tenancy Rights

A room is occupied for the purpose of receiving care and other services provided by The Home. A resident is not entitled to exclusive possession of the room or any part of it.

This agreement and residence at The Home is not intended to, nor will give rise to, any form of security of tenancy or any other property right in relation to the room.

Resident Accommodation

There may be occasion where a number of rooms may be available within The Home. Different rooms may incur a higher Weekly Fee depending on the type of accommodation; for example, en-suite facilities, a larger suite or an otherwise enhanced environment.

It may be necessary to request that You move to an alternative room during Your stay at The Home. Should this occur, a discussion will take place to explain the reasons behind the request, and any impact this may have on the Weekly Fee.

Terms & Conditions of Care Services & Residency

1. Introduction

- 1.1. We understand the decision to move into a care setting is a significant one that can take place at an emotional and challenging time, but We hope to welcome You by making the move as smooth as possible.
- 1.2. Whilst the wording in this document may appear formal, it is written to clearly set out the legal rights and obligations for both parties.

2. Before Moving In

- 2.1. All contracts must be signed by all parties, with the Weekly Fee agreed prior to the agreed move in date. Failure to do so may result in a delayed move in date.
- 2.2. We advise seeking independent professional advice with regard to paying the Weekly Fee. There are a number of options available when deciding, and You may be entitled to financial assistance from a local authority and/or the NHS. We are not able to recommend individuals or organisations who provide financial advice.
- 2.3. You will be supplied with a Direct Debit Mandate to complete to enable collection of any fees due to be paid towards the cost of care.
- 2.4. We recommend You decide who may act as representative for Your health/wellbeing and financial affairs should You be unable to discuss or make a decision for any reason. There are a number of different appointeeships and deputyships available and We recommend You seek independent legal advice on the process to decide on the most appropriate course of action, and to understand how this affects Your legal rights.
It will be necessary to ensure someone has the legal authority to manage Your affairs if You cannot or do not want to.

3. Your Care

- 3.1. During Your stay with Us We will offer care and support services that reflect Your needs and wishes.
- 3.2. Prior to moving into The Home, We will carry out an assessment to design a care plan that meets Your requirements and ensures Your wellbeing. This will be reviewed and updated on a regular basis to ensure this reflects any change in Your needs.
- 3.3. We will involve You and/or Your representative in decisions about Your care to allow You as much independence as You wish, and support You in managing Your own care as much as is reasonably practical.
- 3.4. We will treat You with dignity and respect and ensure Your privacy; seeking consent (where possible) before any personal care is provided by appropriate care teams. Any potential risks to Your health and safety in receiving care will be assessed and steps taken to reduce any risk as far as possible.
- 3.5. Best efforts will be made to meet any reasonable request for adjustment to Your individual care needs.
- 3.6. We will help You to communicate with others and provide feedback, listen to, and deal with, any concerns about Your care.
- 3.7. If Your care needs change whilst staying at The Home, We will discuss any changes with You and/or Your representative. If required We will discuss options for continuing to receive care at The Home or whether an alternative care setting may be more appropriate and the impact that these changes may have on the Weekly Fee or any Additional Care Charges. Wherever possible We will provide 28 days' notice of any changes, however where care needs do not allow for this, charges will be effective from the date the additional services are provided.

- 3.8. If You choose to leave The Home during the day, for example to attend a planned hospital, medical or social appointment, You may wish, or need to be accompanied. If You would like a member of The Home's care team to accompany You because, for example, a relative or friend is unable to, please make a request to The Home Manager. Where possible, We will make arrangements for a member of the care team to accompany You. This is a Supplementary Service and would be chargeable at an appropriate hourly rate. The additional charges for this Supplementary Service will be agreed with You in advance.
- 3.9. In the event of an unplanned medical/hospital visit, We may not be able to accompany You, but will notify Your Representative to update them of any change in Your circumstances.

4. Your Accommodation

- 4.1. We want You to feel comfortable in Your new home and feel safe and supported in Your private room.
- 4.2. As a standard, Your accommodation will include;
 - 4.2.1. an individual room or shared room (by agreement),
 - 4.2.2. all Your meals (including any reasonable dietary requirements),
 - 4.2.3. drinks and snacks,
 - 4.2.4. laundry services (excluding dry-cleaning),
 - 4.2.5. domestic cleaning services,
 - 4.2.6. utilities,
 - 4.2.7. furniture for Your room,
 - 4.2.8. maintenance of communal furniture/fixtures and fittings at The Home, and
 - 4.2.9. a service to keep Your room in good repair, well decorated and clean.
- 4.3. The room will be Your private space, however We will require access to: provide services as agreed within Your care plan, for cleaning, decorating, maintenance and repairs, to ensure Your safety and the safety of others. We will always try to give sufficient notice when such visits are due so You are not inconvenienced, unless it is an emergency.
- 4.4. We will assist in personalising Your room with Your possessions and furniture (providing the furniture is safe, fit for purpose and not a fire hazard). Electrical items can only be brought into The Home with prior agreement so that they can be tested to ensure they are safe for use. You and/or Your representative will be informed if they are not safe for use.
- 4.5. Supplementary Services and/or items may be arranged for You that are not covered by the Weekly Fee. These can include, but are not limited to: hairdressing, chiropody, private therapies, dental treatment, opticians, dry cleaning, clothing, toiletries, newspapers, confectionary, taxi fares, escort duties and other sundries. The Home Manager will be able to confirm whether a service can be arranged and the cost; they will be charged in addition to the Weekly Fee.
- 4.6. There may be occasion where a number of rooms may be available within The Home. Choosing to move to a different room may result in a change to the Weekly Fee depending on the type of accommodation, for example, moving to a room with en-suite facilities.
- 4.7. It may be necessary for Us to request that You move to an alternative room during Your stay at The Home and We reserve the right to do so. Should this occur, a discussion will take place to explain the reasons behind the request. Usually, this will be due to a change in Your circumstances, or for the purpose of maintenance of The Home, or for emergency purposes as deemed necessary by Us.
- 4.8. The room is offered for the purpose of receiving care and other services provided by The Home for the duration of this agreement. You are not entitled to exclusive possession of the room or any part of it.
- 4.9. You will occupy The Home as a licensee. No relationship of landlord and tenant shall be created between Us, The Home, and You.

- 4.10. This agreement and residence at The Home is not intended, nor will give rise, to any form of security of tenancy or any other property right in relation to the room or any part of The Home.
- 4.11. We will retain control, possession and management of The Home, including any room allocated to You.

5. Your Responsibilities

- 5.1. We commit to respecting Your rights and will work hard to provide positive experiences for You at The Home. In order to do this, We ask that You help Us by keeping Us informed; of how You wish to be cared for, of any traditions You wish to observe; if there are any changes to Your financial circumstances, if there is a change in who is managing Your affairs and if something happens that could affect Your care needs.
- 5.2. The Home is a place We want all residents to feel safe and supported and ask that You treat other residents with respect and dignity. This extends to their property and belongings.
- 5.3. If You cause any damage to Your room, We will arrange for the necessary repairs, however if damage is caused by You, or Your visitors, deliberately or maliciously We may charge reasonable cost of repair.
- 5.4. You, and Your visitors, may only smoke/use e-cigarettes/vape in designated areas of The Home and its grounds. This is both a legal requirement and for the safety of Yourself, other residents and their visitors and our colleagues.
- 5.5. Feedback is welcomed and encouraged. If it is felt that our service has fallen short of the service level We should be providing, any comments should be made to The Home Manager in the first instance.
- 5.6. A copy of the complaints procedure is available in The Home which will detail where any concerns may be addressed, a telephone number, postal address and email address are all provided. A copy of the full policy is also available upon request.

6. Visitors

- 6.1. We believe it is an important part of Your well-being to maintain Your social life and keep links with Your family and friends. Visitors are welcome at The Home at all reasonable times, ensuring they; sign the Visitors' Book on arrival and departure and respect other residents and colleagues whilst visiting.
- 6.2. Our homes endeavour to keep residents, relatives, friends and visitors safe and We will follow appropriate Public Health England/Government guidance regarding any prevailing health risks identified. Necessary restrictions regarding visitors/testing/Personal Protective Equipment may be in place and, if necessary, visiting time and/or areas may be restricted. It is expected that visitors will comply with any and all precautions in place at a given time.

7. Weekly Fee

- 7.1. The Weekly Fee is payable in consideration for the services to be provide by Us as detailed in the sections Your Accommodation and Your Care. The Weekly Fee will be confirmed prior to You moving into The Home and can be amended from time to time in accordance with the terms of this agreement. The Weekly Fee does not include, if applicable, the cost of qualified nurse input, Additional Care Charges or Supplementary Service charges.
- 7.2. The Weekly Fee will be discussed with You, and/or Your representatives, before You move into The Home.
- 7.3. If You feel You may be eligible for Public Funding, it is Your responsibility to liaise with the Local Authority, We do not arrange this on Your behalf. The Local Authority will advise what Public Funding is available to You, and whether a Client Contribution / Assessed Contribution is payable by You.
- 7.4. We understand that in some cases an assessment for eligibility for Public Funding may not be finalised before You move in. If this scenario occurs, We will charge the full cost for the selected room to You. If Public Funding is confirmed at a later date, We will adjust charges and refund any amounts due back to You in accordance with the terms set out in Section 10 of this agreement.
- 7.5. Additional Care Charges may be incurred where the level of care covered required to meet Your specific needs is determined to include the dedicated one to one support of a member of staff, whether on a full or part-time basis. For example, where a resident has been assessed to be a danger to themselves or others without supervision/support. Additional Care Charges are commonly confirmed as an hourly rate for an agreed number of hours per day, and the level of charge will be dependent on the level of skill input required.
- 7.6. All fees are payable in advance by Direct Debit. The frequency of the payments will be confirmed as part of the Personal Terms. Payment of fees by any method other than Direct Debit may incur an additional charge to cover the administrative costs of processing manual payments.
- 7.7. Fees are due the later of seven (7) days after the date of invoice or in advance of the first day of the period of care being billed. We reserve the right to charge interest on any amount due under this contract that is not paid by the due date. Interest will be calculated on amounts owed from the due date to the date of actual payment at a rate equal to 4% above the prevailing base rate of the Royal Bank of Scotland for the relevant period. Interest due must be paid together with the amount of arrears in question. In addition, We are entitled to recover, in full, all reasonable legal fees and other expenses incurred in pursuing payment of any overdue sums payable under this contract.
- 7.8. Failure to make payment towards the Weekly Fee, in part or in full, gives Us the right to provide 28 days' notice and request You leave The Home.

8. Changes to the Weekly Fee

- 8.1. The Weekly Fee will be reviewed typically on an annual basis, however, circumstances may apply that require a review outside the annual process.
- 8.2. In all circumstances, 28 days' notice shall be provided prior to any change, with the exact date of the fee increase to be confirmed within the notification.
- 8.3. Choosing to move to a different room may result in a change to the Weekly Fee depending on the type of accommodation, for example, moving to a room with en-suite facilities. If You choose to move to a room that carries a higher Weekly Fee, the new charge will be applicable from the date You move into the new room.
- 8.4. Due to the nature of changes in care need, Additional Care Charges will come into effect as and when required, and may not be subject to a 28-day notice period. However, every effort will be made to agree such charges and to provide 28 days' notice prior to any change, i.e. their implementation or withdrawal.

9. Temporary Absence

- 9.1. There may be occasion where You leave The Home for a short period, such as a holiday or hospital stay and You wish to temporarily suspend the personal/social care services. We will continue to incur some costs to ensure Your room is kept in good condition and still available upon Your return.
- 9.2. The full Weekly Fee will continue to be charged for the first 6 weeks of Your absence, after which time it will reduce to 90% of the Weekly Fee until Your return. If You are unable to, or do not wish to, return to The Home, a notice period is required.

10. Changes to Financial Circumstances

- 10.1. Whilst We are not able to provide financial advice, We do ask that You keep Us informed of any changes in Your financial circumstances, this includes any reason that prevents payment of the Weekly Fee. We understand that some circumstances may result in a delay of payment, for example an individual may be waiting for Power of Attorney to be granted to enable access to Your bank account. The sooner You are able to confirm any changes, the easier it is to discuss Your options and provide You with the information You need to make decisions about Your care.
- 10.2. We ask that You provide Us with financial information prior to entering The Home so that We can help You to anticipate what level of support You may be entitled to and plan for any future changes in funding.
- 10.3. If You, and/or Your representative, are aware of any reason that payment of the Weekly Fees will be delayed, We need to be informed at the earliest opportunity. We may request evidence to support any reason for delay, for example a copy of the Power of Attorney application or confirmation from a solicitor that due process is being following.
- 10.4. Once Your funds approach the threshold for entitlement to Public Funding and Public Funding body is approached to complete a financial assessment, written notice of this assessment must be given to The Home. We will only back date changes to fees for a reasonable amount of time and will not apply backdated changes to reduce the Weekly Fee to publicly funded rates beyond the date of which we are informed that a financial assessment is taking place. You will remain liable for any fees due under this agreement whilst a financial assessment is taking place and bills will remain payable by You until Public Funding is made available, therefore it is important that you keep your financial position under review and where necessary, approach the Local Authority to for a financial assessment on a timely basis.
- 10.5. Once an assessment has been completed The Home will review the level of Public Funding offered as a contribution towards Your Weekly Fee. Public Funding is provided to cover standard care provision and may not always be sufficient to cover fees for residence in particularly well-appointed homes. Where Public Funding is insufficient to cover the Weekly Fee for The Home, We may request that a 3rd Party Top Up fee is paid to cover the difference. We reserve the right to terminate Your placement where no Top Up placement is provided, and therefore it is important to consider this when accepting a placement in The Home.
- 10.6. For the avoidance of doubt, changes to 3rd Party Top Up fees will follow the same process as set out in Section 8 of this agreement.
- 10.7. If a financial assessment is carried out and You are identified as either not eligible or no longer eligible for Public Funding then You agree to pay the prevailing Self-Funder rate of The Home from the date the Local Authority deemed You to be a Self-Funder.

11. Your Right to Cancel

- 11.1. You have the right to cancel this agreement for any reason by giving 28 days written notice. The Weekly Fee is payable until the end of the required notice period, at which time the room must be fully vacated. We ask that your belongings are removed prior to, or at the point of, vacating your room at The Home. This will allow Us time to prepare the room ready to welcome a new resident.
- 11.2. If, in the unfortunate event, You wish to leave The Home with immediate effect We ask that You, or Your representative, speak to The Home Manager so We can understand the reasons behind Your decision. Depending on circumstances, We may not be able to immediately confirm any outstanding charge for the required notice period, but will endeavour to confirm in writing within a reasonable timeframe.
- 11.3. Where You have chosen to stay at The Home on a temporary (short term) basis, We need to be kept informed of any changes to Your plans; this may be a desire to stay at The Home for a longer period or on a permanent basis, or if You wish to leave earlier than planned for any reason.
- 11.4. If You have decided to move into The Home on a permanent basis, We hope You will have a long and happy stay with Us. In the event of Your death, We will continue to make Your room available for up to three days to allow Your relatives or friends to collect Your belongings. Outstanding fees will be payable by Your estate but, other than the Weekly Fee for making Your room available for the additional three days, no further fees will be incurred from the date of Your death.

12. Our Right to Cancel

- 12.1. In exceptional circumstances, it may not be in Your best interests to stay at The Home. We will do our best to minimise the risk of this happening through regular review of Your care plan and ongoing discussions with You and/or Your representative regarding any changes in care need.
- 12.2. We will ordinarily provide a minimum 28 days' notice before terminating this agreement and asking You to leave The Home. In extreme circumstances where, despite exploring options, We are unable to meet Your care needs and it is judged in our reasonable opinion or on medical or regulatory advice, that continued residence at the home is no longer safe for You, other residents, our colleagues or visitors We may shorten this notice period.
- 12.3. We may end this agreement and ask You leave The Home with immediate effect if You, or Your visitors, are violent or present a risk to You, other residents and their visitors or our colleagues at The Home. Every effort will be made to discuss any problems with You and Your visitors prior to any action being taken.
- 12.4. In all circumstances We will assist You to liaise with all relevant parties to ensure a safe transfer to an alternative care setting.

13. Personal Data

- 13.1. We respect Your privacy and ensure the data that We gather and hold about You is managed in accordance with the General Data Protection Regulation and Data Protection Act 2018.
- 13.2. We may need to share Your personal data with Local Authorities, Clinical Commissioning Groups (NHS), regulators and professional bodies. Any information shared will be relevant to the request only and in confidence, or anonymised if appropriate.

14. Liability

- 14.1. When deciding what You wish to bring with You into The Home, You are responsible for taking good care of Your property and belongings. Please be aware that We have limited insurance that may cover Your personal belongings in the event of theft and fire damage, but not accidental loss, damage or if items are lost, and this cover does not extend to cash or jewellery. If You wish to bring specific items into The Home We advise You consider arranging Your own insurance.
- 14.2. At Your request, We may hold a small amount of money on Your behalf for sundry purchases (referred to as “personal allowance” or “pocket money”). This money will be pooled and held securely either at The Home or banked in a client account which is protected and held separately from company monies. We will maintain detailed records of any amounts received or spent on Your behalf.
- 14.3. Where possible monies provided by You or Your representatives for personal allowance should be paid into our nominated bank account to limit the amount of cash received at The Home. Where cash is given to The Home You or Your representative should ensure that You obtain a receipt for this. We cannot accept responsibility for lost cash which has not been receipted.
- 14.4. We do not accept cash for the payment of Weekly Fees.

15. Other

- 15.1. We may vary The Terms and Conditions from time to time, and will provide 28 days’ notice prior to any amended terms taking effect.
- 15.2. We will not be liable or responsible for any failure to perform or delay in performance of our obligations for any events outside our reasonable control, for example if a doctor’s appointment is cancelled or transport is late to collect You.
- 15.3. We are regulated by the Care Quality Commission in England and operate within legislation of The Care Act (2014) and all subsequent updates/amendments.
- 15.4. This agreement shall be governed by and construed in accordance with the law of England and Wales.