



Occupancy Agreement/Terms & Conditions Welwyn Grange Care Home with Nursing

It is our pleasure to welcome you to Welwyn Grange. This occupancy agreement should be read in conjunction with our resident's handbook which should be attached to this document. This agreement must be signed by all parties prior to taking up residency.

1. INTRODUCTORY MATTERS

- 1.1 This contract contains the terms and conditions agreed between the care provider and the client (and sponsor as appropriate).
- 1.2 In specific circumstances, these terms may be varied if the variation is agreed by all of the parties, in writing.
- 1.3(a) the client and/or the sponsor acknowledges that this contract is a private contract for the long term provision of accommodation and care Services and that the client's financial circumstances (while subject to change for unforeseen reasons) have been considered by the client/sponsor and are sufficient to pay the Fee for the Services for at least two years from the date of this contract and has produced evidence to that effect to the care provider. If the client becomes eligible for state funding (local authority social services or continuing healthcare) for or toward their placement with the client/sponsor, then it is the duty of the client/sponsor to make any subsequent application for funding from the Local Authority or the NHS and to notify the provider so that the provider may conclude a suitable contract with the Authority concerned.
- 1.3(b) In accordance with clause 1.3(a) and prior to the date of admission the client and/or the sponsor has/have drawn to the attention of the provider any material facts or issues relating to the client or the client's circumstances, whether personal or financial, of which the provider ought to be made aware when welcoming the client into the home (which shall include without limitation anything that would affect the client's ability to pay the Fee as mentioned at clause 1.3(a).
- 1.3(c) In addition to clause 1.3(b) the client and/or the sponsor will notify the provider as soon as possible of any material facts or issues relating to the client or the client's circumstances whether personal or financial which arise whilst the client is living in the home of which the provider should be advised and of which the provider is not aware. In particular the client/sponsor will review the client's financial circumstances on a regular basis and in the

event after 18 months from the Date of Admission. In the event that the client's financial circumstances warrant an application for Local Authority social services or NHS continuing healthcare funding within the next 6 month period, the client/sponsor will notify the General Manager accordingly. It is the duty of the client/sponsor to make any necessary application but the provider will provide reasonable assistance with a move to Local Authority/Social Services/NHS funding.

- 1.4 The provider will provide the Services to the client with reasonable care and skill and to the standards required by law. The provider will not exclude or limit liability to the client where the provider fails to meet these standards. However, unless such damage or deterioration arises as a result of breach of the terms of this contract or negligence by the provider, neither the provider nor its management or employees shall, in any circumstances, be liable for any claim for loss or damage or deterioration to property caused or contributed by:
- (a) Any matter outside the reasonable control of the provider including without limitation strikes, lockouts, fire, civil commotion, riots, usurped power or acts of the Kings enemies, wanton destruction, floods, burst pipes, water or dampness or impact, damage by pests or vermin or other animals.
 - (b) theft or pilferage by persons outside the provider's control
 - (c) Any act or neglect or default of the provider's staff or agents, acting outside of the course of their employment.
- 1.5(a) Nothing in this contract is intended to limit liability for death or personal injury.
- 1.5(b) Unless caused by negligence or breach of this contract by the provider, neither the provider nor the home Manger nor any other staff member can accept any responsibility whatsoever for any property or any nature belonging to the client being lost, mislaid or otherwise damaged.
- 1.6 Under no circumstances shall the provider be liable for any loss or damage caused by the provider or by its employees or agents in circumstances where:
- (a) There is no breach of a legal duty of care owed by the provider or its employees or agents to the client or the sponsor.
 - (b) Such loss or damage is not a reasonably foreseeable result of any such breach
 - (c) Any increase in loss or damage results from breach by the client or the sponsor of any terms of this contract.

2. BASIS FOR ADMISSION

- 2.1 The client wishes to receive the Services in the home, which the provider will provide in accordance with the Terms and conditions in this contract, which the client and/or sponsor accept. The provider welcomes the client to the home on that basis.
- 2.2 In consideration of the Fee the provider will provide or procure the provision of the Services to the client, as more particularly explained in clause 4, and will do everything reasonably possible to meet the client's needs in that respect consistent with the assessment and Care plan.
- 2.3 The provider, in consultation with the client and (if applicable) the sponsor, has assessed the client's care needs and has confirmed that these needs can be met in accordance with the assessment and the Care plan.
- 2.4 It is acknowledged that the needs referred to in clause 2.3 above may change from time to time and changes will be reflected in the preparation or review of the Care plan, such review taking place monthly or more frequently should circumstances require. Review may result in changes and the provider reserves the right acting reasonably and with the interests of the client being paramount to change the specific Services as a result, and an increase in the Fee may apply.
- 2.5 All changes to the Care plan following review shall be discussed with the client and/or sponsor as appropriate and shall be evidenced in writing.

3. GENERAL TERMS

- 3.1 The provider reserves the right to charge for any damage caused by the client to any item or to any decoration.
- 3.2 All clothing should at all times be clearly marked and/or labelled with the client's surname and initials and must be machine washable.
- 3.3 Provisions have been made for the safe storage of medication in resident's bedrooms. Administration will be subject to a risk assessment. Where a resident is deemed not to have the full capacity to correctly store and administer their own medication, or they chose not to, a suitably qualified member of staff will manage the storage and administration of the medication on the resident's behalf. The resident must always ensure that staff are informed of any medication they are holding. Staff will conduct regular audits of all medication storage cupboards.
- 3.4 FIRE PRECAUTIONS. Whilst there are no restriction on visiting hours (*except limitation imposed by Dept. of Health during periods of Pandemic*), in the event of fire it is essential that the senior member of staff on duty knows at all times precisely the number of clients, staff and visitors there are in the home. Therefore, ALL visitors, without exception, will be required to sign in and out via the electronic visitors recording device at the main reception. This is to include arrival and departure times. This includes occasions when relatives/friends take the client on excursions from the home.

- 3.5 If the client wishes to bring a reasonable number of items of his/her own personal furniture or other belongings into the home, this must be by prior arrangement with the home and shall be recorded in writing on admission, but nevertheless shall be subject to approval of the General Manager. The General Manager will act reasonably in deciding whether to approve furniture or belongings a client wishes to bring into the home but the furniture or belongings must be appropriate in size and number for the room, in good condition, constructed of the correct standard of fire retardant materials and suitable for use within the home. In all cases such belongings, shall be described in a written schedule, submitted by the client/sponsor and countersigned by the General Manager and kept in the home, which shall be revised from time to time to effect changes.
- 3.6 In addition to the above requirements (in clause 3.5) all electrical items brought by the client into the home must in addition to being approved by the General Manager be inspected and certified as to their safety.
- 3.7 The client should make such arrangements for insurance for belongings brought into the home as he/she considers fit.
- 3.8 If a client leaves the home at any time and is not accompanied by any member of the home staff, for example with relatives or friends neither the provider nor the General Manager nor any staff member can be held responsible in any way for the safety of a client once he/she is outside the boundary of the home.
- 3.9 As a general rule no pet or other animal shall be permitted to be kept in the home by the client under any circumstances, although in exceptional circumstances the General Manager may agree in writing that a client can keep an animal or bird provided the same shall not cause nuisance or annoyance to clients or staff at the home and shall ordinarily be kept in the client's room. If consent is given, the client shall be responsible for any pet insurance and relevant vaccinations. All pets are free to visit the home regularly subject to them not causing a nuisance or distress to other residents.
- 3.10 Fees will continue to be due and payable even during any complaint or dispute and any necessary adjustment will be made upon the conclusion of the complaint or dispute. The exception to this is in respect of a Fee increase, where the increase will not be applied until the dispute is resolved but the previously payable Fee will continue to apply.

4. **SERVICES**

- 4.1 The Services shall comprise accommodation and care, in particular:
The provider shall provide the accommodation, care and other facilities at the home available to clients, as more particularly set out in the resident's handbook (which may change from time to time).

- 4.2 In addition to those matters referred to in clause 4.1, the Services shall include arrangement of the following, at the client's choice and expense:
- Visitor's meals
 - Hairdressing
 - Chiropody/Beauty treatments
 - Newspapers
 - Outings
 - Staff escorts
 - Taxis
 - Dry cleaning
 - Optical and Dental consultations (where appropriate)
 - Cable/Sky TV supply (provided the terms of a separate Memorandum are agreed)
- 4.3 Other services and personal requirement can be arranged on request at the discretion of the General Manager and will be charged as extras on the client's account under clause 5.11
- 4.4. The client shall have the use of the room or another suitable room at the home which may be allocated to the client by the provider, or if the client requests another suitable room and it can be accommodated. The client occupies the room or such alternative room as is made available as licensee only and not a tenant. The provider reserves the right to require the client to move rooms on notice, though it will not require a room move unless there is a change in circumstances in accordance with clause 2.4. It should be noted that a room move may change the Fee as different fee rates may apply to different rooms in the home.

5. FEE INFORMATION

- 5.1 The Fee as set out in the Particulars shall be paid from and including the Date of Admission, and is paid to the provider for the Services each month.
- 5.2 The Fee shall be paid monthly in advance. It is calculated by apportioning the daily rate according to the number of days in the month. The Fee shall continue to be payable whether or not the client shall occupy accommodation at the home and shall hold the room (or any replacement room provided under clause 4.4) for the return of the client.
- 5.3 Where possible the Fee shall be paid by Direct Debit so as to be cleared funds in the provider's bank account by the last day of the previous month. The client/sponsor will complete the initial Direct Debit Form on or before the Date of the Admission and will complete and return to the provider any subsequent replacement within 7 working days of receipt.
- 5.4.1 The Fee payable by the client/sponsor to the provider is a Gross Fee and includes where applicable the Funded Nursing Care Contribution, otherwise known as the Free Nursing Contribution (FNC) payable by the Clinical Commissioning Group (CCG). FNC is a payment made direct to the provider for the cost of nursing care. It is not payable to the client nor does it belong to the client.

- 5.4.2 Once the FNC is awarded by the CCG the Fee payable by the client/sponsor will be reduced to a Net Fee (i.e. the Gross Fee less the FNC) for as long as the FNC continues to be paid by the CCG but will revert to the Gross Fee if the FNC is no longer payable.
- 5.4.3 As the FNC and any future increase is paid direct to the provider by the CCG the provider will upon receipt of the initial FNC payment account to the client/sponsor for the proportion of FNC for the period from the date of the award to the date of receipt of the FNC (the Refund) and will pay the Refund to the client/sponsor as soon as possible.
- 5.5 Prior to the Date of Admission the client/sponsor has paid to the provider a Deposit in the amount of (as advised on admission). As explained to the client/sponsor prior to admission, the Deposit is a security deposit and protects the provider against unpaid Fees and damage to the room or the home or other breaches of this contract. The Deposit will be refunded to the client in accordance with clause 5.11 subject to there being no debt or outstanding balances due to the provider from the client/sponsor or any outstanding breach of this contract.
- 5.6 The Fee may increase or decrease where there has been a significant change in the client's needs, as assessed by qualified staff. The provider will consult with and involve the client/sponsor in any decision to provide additional care. Following this consultation, the provider will give the client/sponsor 28 days' notice in writing before implementing a change in the Fees for this reason, unless the clients care needs have increased significantly and unexpectedly. Where those care needs increase significantly and unexpectedly, meaning the provider needs to provide the client additional care or facilities at short notice, the provider will consult with the client/sponsor and provide the client/sponsor with at least 7 days' notice in writing of any increase.
- 5.7.1 In addition to the circumstances referred to in clause 5.6, the Fee will be subject to the annual review and any changes implemented on 1st April in each year. The provider will write to the client/sponsor before implementing a change in the Fees explaining the fees for this reason and will provide the client/sponsor with at least 28 days' notice in writing (including the amount of any increase). The increase will take effect on the date notified unless, before that date, the client/sponsor gives the provider 28 days' notice to end this contract. This applies to the net Fee, not the FNC contribution as in clause 5.4.1 above.
- 5.7.2 If there is a change in legal or regulatory requirements which increases the cost to the provider of providing the Services the provider reserves the right to increase the Fee providing 28 days' notice of such.
- 5.8 The provider reserves the right to charge interest at the rate of 8% above the Bank of England base rate for any part of the Fee or any other monies payable under this contract which are outstanding for 30 days after the date they become payable.
- 5.9 If this contract is not already terminated in accordance with the provision of clauses 6.2 to 6.4 "Termination" and if the client/sponsor does not accept or agree with any increase as set out in clause 5.7.1 or 5.7.2 in the Fee, the client may serve notice and leave the home otherwise the client/sponsor shall pay the increased Fee from the date stated in the letter referred to in clause 5.7.1.

- 5.10 In addition to the Fee the client/sponsor shall pay to the provider the cost of those items referred to in clause 4.2 which are not included in the Fee and are additional to the Service, and the provider reserves the right to require the client/sponsor to pay for any other additional goods and services personal to the client which do not form part of or are included in the Service and which are requested by the client and/or the sponsor or the client and/or sponsor agree to pay for. The provider will notify the client/sponsor of the additional cost (or the provider's best estimate of it where the actual price cannot be determined for reasons outside its control) in advance of the client/sponsor incurring them, unless the client/sponsor require then urgently and agree to waive this requirement. These sums will be payable monthly in arrears on the same date that the next instalment of the Fee is payable.
- 5.11 Whenever this contract comes to an end and there is a balance and/or Deposit and/or other monies owed by the provider to the client that balance will be refunded within the 28 days of the end of this contract , or from confirming the person entitled to the refund if later.

6. TERMINATION

This contract may only be terminated as follows:

- 6.1 By Service of the written notice from the client/sponsor to the provider as referred in clause 5.9 following the notice served by the provider increasing the Fee.
- 6.2 During the initial period of two months from the date of commencement (the trial period) the client/sponsor may terminate this contract by giving at least two weeks' notice in writing to the provider. The provider may terminate this contract during the trial period should the client's needs change or the circumstances referred to in clause 6.4 below apply.
- 6.3 After the expiry of the trial period either the provider or the client/sponsor may terminate this contract by giving at least four weeks' notice in writing. (Subject to clauses 6.4 and 6.5).
- 6.4 The provider may require the client to leave the home earlier on shorter notice where after discussion with the client/sponsor and those professionals with responsibility for the clients care the client has become an unmanageable and serious danger to themselves or to other clients in the home or staff employed in the home clause 6.5 shall not apply and this contract will cease upon the client leaving the home.
- 6.5 This contract will end three days after the death of the client, although if the provider arranges for the room to be occupied by another client during that period, the provider will refund the relevant proportion of Fees. However, should the client's representatives or the sponsor request additional time to clear belongings from the room the provider may charge after the death of the client until the room is cleared, by agreement with the representatives/sponsor.
- 6.6 If the representatives/sponsor fail to clear the room, the provider reserves the right to do so itself and to charge for any additional days (not exceeding ten days) after the client's death while it clears the room itself. In such circumstances the provider will arrange storage of belongings cleared from the room for up to 30 days (and if returned the provider will charge

any reasonable storage costs) after which it will dispose of them without further responsibility for them.

- 6.7 The Fee must be paid up to the date this contract ends, even if the client has left the home sooner than this, save that where the provider is able to secure a new occupant for the room (on a temporary or permanent basis) the Fee will be reduced by the amount of income the provider receives for the room during the remaining part of the contract.
- 6.8 The obligations in this contract will not cease when it ends, to the extent that they have not at that time been complied with.

7. COMPLAINTS

The provider complaints system is set out in the resident's Handbook

8. SPONSORS OBLIGATIONS (*delete as appropriate)

- *For contracts where the sponsor is to pay from the outset*:*
the sponsor agrees that in consideration of the Service rendered to the client he/she will pay the Fee and/or any other monies payable to the provider under this contract when due in accordance with the terms hereof.
- *For contracts where client is to pay and sponsor pays where the client fails to do so*:*

- 8.1 The sponsor agrees to act as a guarantor in consideration of the Service rendered to the client. The sponsor agrees that if the client fails to pay the Fee and/or any other monies (such as damages for repairs) payable to the provider under this contract when due the sponsor will do so.
- 8.2 The sponsor's attention is drawn to the effect of clause 8.1. As explained to the sponsor before this contract was entered into, clause 8.1 makes the sponsor liable for the Fee and other monies referred to in the event that the client fails to make payment for them in accordance with the terms of this contract. Specifically this means that:
- 8.2.1 If the client fails to make any payment when it falls due, the provider will notify both the client and the sponsor of that failure within seven days and the need to make the payment immediately
- 8.2.2 If the payment has still not been made within fourteen days the provider will instruct its bank to take the outstanding payment from the sponsor via the direct debit referred to in clause 5.3. If there is no direct debit set up, or the payment cannot be recovered via that route, the sponsor will make payment by Bank Transfer within 7 days.
- 8.2.3 The sponsor must note that if the sponsor does not pay (or ensure that the client pays) the Fee and other monies referred to in clause 8.1, the sponsor could be liable for all of the unpaid Fee/or the cost of any damage caused to the home (less any Deposit used to offset these amounts owed). The sponsor may have court proceedings initiated against them to recover

monies and the client's placement in the home may be lost if the provider terminates this contract under clause 6.2 or 6.3.

- 8.3 If required by the provider the sponsor agrees to provide a completed Direct Debit Form as required under clause 5.3 in respect of any future payments.

- 9. The provider must comply with the statutory requirement of the General Data Protection Regulation and therefore it is necessary to set out in this Private contract the implications from each party's perspective. As such the provider will deal with any personal information relating to the client or sponsor, in accordance with all data protection laws and the providers Privacy Notice (Long Term Residence) is attached as the Appendix to this contract and which the client/sponsor acknowledges he/she has received. Personal information will only be released to the client/sponsor (as data subject) or persons otherwise authorised by the client sponsor, for instance by a Power of Attorney or with written authority from the client or sponsor.

The resident/sponsor has evidenced sufficient funds pursuant to clause 1.3(a)

10. REPRESENTATIVE (*delete as appropriate)

Representative - where a potential resident has delegated responsibility for their finances via the Power of Attorney processes, evidence of this must be provided. In these instances the representative will be required to sign this agreement for and on behalf of the resident." This will be considered a commitment to pay all amounts due for the duration of the resident's stay at Welwyn Grange or until such a time that the resident's funds have become depleted. The person with the Power of Attorney will provide the home with a minimum of 6 months' notice in writing that the balance of funds held on behalf of the resident equals a minimum of 6 months fees. Unless explicitly agreed, the representative is not required to act as guarantor in the event of funds depleting.

Signed: resident,

..... The client or by his/her Attorney

Signed: General Manager,

..... The provider

Signed: sponsor,

..... The sponsor

Signed: representative,

..... The representative

APPENDIX
PRIVACY NOTICE FOR LONG TERM RESIDENCE
REQUIRED PURSUANT TO THE GENERAL DATA PROTECTION REGULATION (GDPR)
'DATA PROTECTION ACT 2018'
(Referred to in clause 3.14 and 10 of this contract)

Data Controller: Ardale (Welwyn Grange) Ltd

Introduction

At Ardale we take privacy seriously and we are committed to protecting it. As the data controller of your personal information, we have responsibilities to protect it and ensure that it is used only in accordance with this notice. A “**data controller**” is the organisation in control of your personal information who decide how it is used or “**processed**”. We are providing you with this notice pursuant to our obligations as data controller under UK Data Protection Act 2018 (GDPR).

Your right

You have enhanced rights under the new Act in respect of the information we hold subject to some exemptions.

Please note that the way we process your information and the legal basis on which we rely on to process it affects the extent to which these rights apply.

These rights are the:

- Right to **be informed** about the processing of your information (this is what this notice sets out to do);
- Right to have your information **corrected if it is inaccurate** and to have **incomplete information completed**;
- Right to **object to processing** of your information;
- Right to **withdraw your consent** at any time where we rely on it to process your information;
- Right to **restrict processing** of your information;
- Right to have your information **erased**;
- Right to **request access** to your information and information about how we process it;
- Right to **move, copy or transfer** your information; and
- Rights relating to **automated decision making**, including profiling.

If you would like to discuss or exercise any of these rights please contact our Data Protection Officer, Ollie Smith.

You have the right to lodge a complaint with the information Commissioner’s Office where your information has or is being used in a way that you believe does not comply with data protection law. We encourage you to contact us before making any complaint and we will seek to resolve any issues or concerns you may have. You can also contact our Data Protection Officer with any data protection concerns.

DATED	
THE PROVIDER	Ardale (Welwyn Grange) Limited 14 Parkway, Welwyn Garden City, Herts AL8 6HG
THE HOME	Welwyn Grange 47 Broadwater Road Welwyn Garden City Herts, AL7 3EG
THE CLIENT	
THE SPONSOR / REPRESENTATIVE	
THE SPONSOR / REPRESENTATIVE ADDRESS TELEPHONE NUMBER EMAIL ADDRESS	Address: Home Tel: Mobile: Email:
THE SERVICE	Accommodation and Care in accordance with the assessment and care plan as more particular referred to in clause 4
THE FEE (subject to review as referred to in clause 5)	
DATE OF ADMISSION	
ROOM ALLOCATION	
ASSESSMENT DATE (written pre-admission assessment made before the client enters the home)	