



Indicative Resident **Contract**

ROOM No _____

HOME OF RESIDENCE _____

Permanent

Respite

DATE OF ADMISSION _____

Respite – LEAVING DATE _____

(See clause 1.10 if date exceeded)

Parties

1. DanforthCare Norwich LIMITED (Company Number: 14106580) (the “**Company**”) whose registered office is at Helios 47 Isabella Road, Garforth, Leeds, LS25 2DY

2. THE RESIDENT (“**You**”)

of address:

And, if You have one,

3. YOUR REPRESENTATIVE (“**Your Representative**”)

of address:

And, if You have one,

4. YOUR GUARANTOR (the “**Guarantor**”) whose details are set out in the attached “**Guarantee Agreement**”.

THIS Contract is between the Parties set out above

It is agreed as follows:-

1. Contract
 - 1.1. This Contract sets out the terms for the provision by the Company of accommodation and care charges as set out in the Statement of Purpose and Residency Guide (the “**Services**”). Accommodation charges cover your room, food, laundry (excluding any dry cleaning), room cleaning services and utility costs (excluding telephone calls). Care charges cover assistance with the activities of daily living, excluding any nursing care.
 - 1.2. Under this Contract You will be:
 - 1.2.1. a Self-funding Resident, in which case the Company will require a guarantee from the Guarantor; or
 - 1.2.2. an Authority-funded Resident, in which case the Company will require a top up agreement from a Third Party.
 - 1.3. In addition to the terms set out below:
 - 1.3.1. Schedule 1 of this Contract (“**Schedule 1**”) sets out additional terms that apply between the Company and You if You are responsible for funding the Company’s charges (“**Self-funding Resident**”); and
 - 1.3.2. Schedule 2 of this Contract (“**Schedule 2**”) sets out additional terms that apply as between the Company and You if you qualify for state funding based on the value of your qualifying assets and a Local Authority or Health Authority (“**Relevant Authority**”) has agreed to fund in whole or part the Company’s charges for the Services provided to You (“**Authority-funded Resident**”) and the Company agrees to the Relevant Authority funding you.
 - 1.4. Attached to this Contract is
 - 1.4.1. the form of Guarantee that the Guarantor (if You have one) agrees to enter into; and
 - 1.4.2. the form of Third Party Top Up Agreement that the Third Party agrees to enter into unless the Third Party Top Up arrangements are required to be in the form required by the Relevant Authority.
 - 1.5. If You enter into a deferred payment scheme with a Relevant Authority and your capital is above the threshold to qualify for financial support from your local authority:
 - 1.5.1. You will be an Authority-funded Resident whilst the Relevant Authority pays your fees but You agree to top up the fees paid by the Relevant Authority to the Private Fee payable under Schedule 1 as follows:
 - 1.5.1.1. On the date 12 months following Admission or, if sooner, the date You sell your property (“**Trigger Date**”) or this contract terminates, You agree to pay the shortfall between the total amount paid by the Relevant Authority and the amount that You would have paid had you paid the Private Fee up until that point; and
 - 1.5.1.2. From the Trigger Date, You will pay the Private Fee (accepting that if the Relevant Authority is still contributing towards the Private Fee You shall pay the excess up to the Private Fee);
 - 1.5.2. If the Relevant Authority ceases paying fees on your behalf, You will be a Self-funding Resident and Schedule 1 shall apply to your residence with effect from the date the Relevant Authority ceases paying the fees for You and You will pay the shortfall between the total amount paid by the Relevant Authority and the amount that You would have paid had you paid the Private Fee up until that point and You will pay the Private Fee going forward;
 - 1.6. If You are entitled to a deferred payment scheme with a Relevant Authority and your capital is below the threshold to qualify for financial support from your local authority:
 - 1.6.1. You will be an Authority-funded Resident; and
 - 1.6.2. Schedule 2 shall apply to your residence with effect from the Date of Admission; and
 - 1.6.3. the Third Party Top Up will be payable with effect from the date You are an Authority-funded Resident.

- 1.7. If You cease to be eligible for Relevant Authority funding (and clause 1.5 does not apply), then with effect from the date that the Relevant Authority ceases to be responsible for the Company's charges for the Services (i.e. the last day for which the Relevant Authority funds the Services provided to You):
 - 1.7.1. Schedule 1 shall apply; and
 - 1.7.2. You shall be responsible for the Company's charges for the Services at the rates applicable for Self-funding Residents from the last day for which the Relevant Authority funds the Services provided to You.
- 1.8. If, having been a Self-funding Resident, You become eligible for Relevant Authority funding in whole or in part, then you must give us 4 weeks notice to terminate this Agreement. In these circumstances the Company and You will need to enter into a new contract before the date that the Relevant Authority starts funding You.
- 1.9. If there is any doubt as to which schedule applies, the terms set out at Schedule 1 shall apply until such time as the Company has been notified that a Relevant Authority has accepted responsibility for your funding and the Company has accepted that funding, whereupon Schedule 2 shall apply.
- 1.10. If You come into the home with the intention of staying only for a trial period then the period of your stay is as set out at the top of this Contract. If You stay for more than 28 consecutive days You will cease to be a trial period resident and will become a permanent resident.
- 1.11. All charges stated in this Contract (including its schedules) are stated exclusive of any applicable VAT.

2. Our Obligations

- 2.1. The Company is regulated by the Care Quality Commission ("**CQC**").
- 2.2. **Complaints** - If You, Your Representative (if You have one) or the Guarantor (if You have one) have a complaint or query, the Company has a complaints procedure, a copy of which is in the Statement of Purpose and Resident Information Document. This entitles You, Your Representative (if You have one) or the Guarantor (if You have one) to complain in person and in writing. If the complaint is not resolved, You, Your Representative (if You have one) or the Guarantor (if You have one) may wish to refer to the Inspection Team of the CQC whose address is:
Care Quality Commission, City Gate, Galloway Gate, Newcastle Upon Tyne, NE1 4OA
Tel: 03000 616161
- 2.3. **Your Room** – The Company will allocate a Room to You for your use. No tenancy of any kind is, or is intended to be, created in respect of your Room and the control of your Room shall remain with the Company. If at any time the Company considers it necessary to change which Room is allocated to You, the Company shall have the right to make that change, but will give You at least four weeks' advance notice of the change of Room (except in the case of a temporary change where there is an urgent need, in which case the Company will give You as much notice as is reasonably practicable), and in each case the Company will explain to You the reason for the change of Room and consult You about it.
- 2.4. **Trial Period** – the first four weeks of admission from the Date of Admission shall be regarded as a trial period ("**Trial Period**")
 - 2.4.1. If You are a Self-funding Resident, either You or the Company may terminate the Contract during the Trial Period by giving at least one week's written notice to the other (subject to a minimum term of two weeks), notwithstanding the provisions in Schedule 1 in relation to termination.
 - 2.4.2. If You are an Authority-funded Resident and the contract with the Relevant Authority specifies the period of notice during a Trial Period, the period specified in the contract with the Relevant Authority applies. If the contract with the Relevant Authority does not specify the notice during a Trial Period, either You or the Company may terminate this Contract

during the Trial Period by giving at least one week's written notice to the other (subject to a minimum term of two weeks).

3. Your Guarantor

The Guarantor (if You have one) agrees to pay your charges and any other amounts You may owe to the Company in the event that You do not pay them on time or if You cease to be in direct control of your finances and the Guarantor (if You have one) shall be jointly and severally liable with You for the payment of charges to the Company.

4. Medical and Personal Requirements

- 4.1. The items included within the weekly are set out in the Company brochure from time to time. If you wish the Company to purchase items for you, the Company can do this, if You request, at the prices set out in the Statement of Purpose and/or Resident Information Document, as amended from time to time. If the Company incurs any prescription charges for any medication obtained for you, you or your Guarantor (if You have one) shall reimburse those charges to the Company promptly upon request.
- 4.2. You will be required, before taking up residence at the Home, to provide information to the Company on the state of your health, any treatment required and the name of your medical adviser and complete all necessary consent forms in respect thereof (including any under the Access to Health Records Act 1990 (as amended)). The Company is registered as a data controller under the Data Protection Act 2018.
- 4.3. You, or where appropriate, Your Representative may request that the Company takes charge of and dispenses all your prescribed medications.
- 4.4. If You choose to retain and administer your own medication it must be kept in a secure place in your Room. The Company provides a lockable area in your Room. The Company recognises that it is required to act in accordance with the relevant national statutory requirements governing the health and safety of care home users. However, the Company does not accept responsibility for your misuse of medication which You elect to retain and administer yourself unless your misuse is a result of the Company's negligence.
- 4.5. The Company agrees to provide a laundry service for your personal belongings which are machine washable (but not including professional dry cleaning or hand washing of any item). The Company shall not be held responsible for items of clothing damaged in the normal process of laundering unless the Company has been negligent in providing the laundry service. To ease identification of clothing You will need to ensure that all machine washable items are clearly labelled.

5. Your Personal Possessions and Mobility

- 5.1. The Company shall not be responsible for You when You are outside the Home's premises if You are not accompanied by a member of the Company's staff except for the Company's liability for negligence.
- 5.2. You may bring items of furniture and/or electrical items to the Home, subject to inspection by the Company as to their condition and safety prior to use.
- 5.3. You are responsible for insuring to full replacement value all personal furniture and belongings whilst at the Home, or being transported to and from the Home.
- 5.4. The Company shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents or your personal possessions unless the Company has been negligent or fraudulent or breached this Contract in respect of your belongings.

6. The Company's Liability

- 6.1. Except for the Company's liability for negligence, the Company shall not be responsible for any allergic effect or reaction suffered by You as a result of consuming the food and drink the Company provides unless You have informed the Company in writing in advance of such allergy or reaction that You may have.
- 6.2. The Company does not, by any provision of this Contract, exclude its liability for negligence in relation to death or personal injury.

7. Key Information

You must supply the information requested in the care plan and other admission documents to assist the Company and the Company's staff in the provision of the Services.

8. Late Payments

The Company may charge You and/or the Guarantor (if You have one) interest for overdue payments arising under this Contract as follows:

- 8.1. for the period from the date that the payment is overdue until the date 8 weeks following the date it was overdue, at a rate of 4% above the base rate of Barclays Bank from time to time; and
- 8.2. for the period from the date that the payment is overdue by more than 8 weeks, at a rate of 8% above the base rate of Barclays Bank from time to time, until it is paid in full by You or the Guarantor (if You have one).

9. General Provisions

- 9.1. Each of the provisions of this Contract is severable. If any provision is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired by it.
- 9.2. The Company may freely assign the benefit and burden of this Contract provided always that such assignment does not affect the Services to be provided to You under this Contract, or the terms of this Contract, in such a way as to prejudice your interests. The Company will provide details of any such assignment including the identity of the assignee.
- 9.3. This Contract shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with this Contract.

SCHEDULE 1

Self Funded Residents

1 Residence

Upon payment of the applicable charges as described in paragraph 2 below and from the Date of Admission, the Company undertakes to provide the Services. The Company will use reasonable skill and care when providing the Services to You.

2 Charges for Self-funding Residents

2.1 The weekly charge to cover the provision of the Services shall be the sum of £..... per week for Self-funding Residents (the “**Private Fee**”) to be paid four weekly and in advance by standing order or bank transfer due within 14 days of the date of the Company’s invoice.

2.2 The Company shall be entitled to increase the Private Fee annually but no such annual increase shall increase your Private Fee above the standard Private Fee charged to new Self-funding Residents coming to live at the Home from time to time. The Company shall give the person to whom invoices are sent and (where that person is not the Guarantor (if You have one)) the Guarantor, at least four weeks’ notice in writing of any such annual increase in the Private Fee.

2.3 The Company shall also be entitled to increase the Private Fee at any time during any year if its costs of providing the Services have increased since the last annual increase. The Company shall give the person to whom invoices are sent and (where that person is not the Guarantor (if You have one)) the Guarantor, at least four weeks’ notice in writing of any such additional increase in the Private Fee.

2.4 **Absence** – If at any time You require hospital treatment, go on holiday or are otherwise temporarily absent from the Home, the Company agrees that your Room will be retained for the first 4 weeks of your absence from the end of the week in which the absence starts and the full Private Fee will be charged during that period. After this your Room will be reserved for You at the rate of 80% of the total Private Fee due, for a maximum further period of 12 weeks. After the end of that 12 week period the Company will be entitled to terminate the Contract by giving You or Your Representative at least one week’s notice.

2.5 The Company may charge You and the Guarantor (if You have one) additional charges if You require any additional services as referred to in clause 4.1 above of this Contract or in the Statement of Purpose or otherwise, in each case at the prices for such additional services published by the Company from time to time.

3 Termination of the Contract

3.1 Other than during the Trial Period or absence where the terms of paragraph 2.4 above apply, or under paragraphs 3.2, 3.3 or 3.4 below of this Schedule, this Contract shall continue in force until terminated by:

3.1.1 You or Your Representative giving to the Company at least four weeks’ written notice of termination; or

3.1.2 the Company giving to You or Your Representative at least four weeks’ written notice of termination

and upon expiry of any such notice You shall be required to leave the Home. If You leave the Home without You or Your Representative, or the Company, having given the required notice, or with less notice than required, You will be required to pay the charges for the proportion of the required full period of notice that You or Your Representative failed to give.

3.2 If:

- (a) any of the Company's charges under this Contract have not been paid by either You or the Guarantor (if You have one) on or before the due date; or
- (b) the Guarantor (if You have one) gives notice to terminate the guarantee given to the Company by the Guarantor (if You have one),

the Company may give You and/or Your Representative at least four weeks' written notice of termination of this Contract and upon expiry of any such notice You shall be required to leave the Home.

3.3 In the following circumstances, the Company may give You and/or Your Representative at least one week's written notice of termination of this Contract and upon expiry of any such notice You shall be required to leave the Home:-

- (a) if You are in material breach of the terms of this Contract in a way that cannot be remedied; or
- (b) if You are in material breach of the terms of this Contract in a way that can be remedied, but have failed to remedy the breach within 14 days after the Company has given You and/or Your Representative notice in writing requiring You to remedy the breach; or
- (c) if, having consulted You and taken advice from the appropriate member of the primary health team, (e.g. GP, Consultant Specialist or Social Worker) concerning your present and future care needs, the Company is no longer able to meet your needs. In the event that you are in hospital and the Company considers that this paragraph applies, the Company will notify you that the Company is no longer able to meet your needs and your room will be retained for one week for You to clear your room. If your Room is not cleared within that week, the Company shall have the option either to continue to charge You and your Guarantor (if You have one) for your Room or to empty the room and store the contents for 28 days, after which period the contents will be disposed of as the Company sees fit; or
- (d) any circumstances or behaviour by You or any of your visitors to the Home which the Company reasonably feels is or may be seriously detrimental to the Home or welfare of other residents or the Company's staff; or
- (e) if the Company's registration with the CQC is withdrawn; or
- (f) on closure of the Home for any reason; or
- (g) if the Company is unable to perform any of its material obligations under this Contract arising from any cause beyond the Company's reasonable control, (including without limitation war, fire, flood, explosion, law or regulation, act of God or civil commotion).

The Company shall refund any charges paid in advance by You and/or the Guarantor (if You have one) upon termination under this paragraph 3.3 that relate to the period after expiry of this contract.

- 3.4 In the following circumstances, You may give the Company at least one week's written notice of termination of this Contract and upon expiry of any such notice You shall be required to leave the Home:
- (a) if the Company is in material breach of the terms of this Contract in a way that cannot be remedied; or
 - (b) if the Company is in material breach of the terms of this Contract in a way that can be remedied, but has failed to remedy the breach within 14 days after You or Your Representative has given the Company notice in writing requiring the Company to remedy the breach; or
 - (c) if the Company's registration with the CQC is withdrawn; or
 - (d) on closure of the Home for any reason; or
 - (e) if the Company is unable to perform any of its material obligations under this Contract arising from any cause beyond the Company's reasonable control, (including without limitation war, fire, flood, explosion, law or regulation, act of God or civil commotion)

The Company shall refund any charges paid in advance by You and/or the Guarantor (if You have one) upon termination under this paragraph 3.4 that relate to the period after expiry of this contract.

4. Death

- 4.1 In the event of your death this agreement will end and payment of fees will cease 3 days following the date of your death, or less if your room has been cleared of your personal possessions **and** is re-occupied before the 3 days' period has expired. If this is not possible, we will clear the room and store items. There will be a reasonable storage charge of £20 per day.
- 4.2 If personal possessions have not been collected after a month, we will provide 14 days' notice to your estate of our intention to dispose of the belongings, which may include their re-sale. Any costs associated with the disposal will be charged to your estate and any money obtained, if belongings are sold, will be credited to your estate.
- 4.3 If you have paid fees in advance, if you have made any overpayments or if we have been holding money on your behalf, then this will be refunded to your estate within 28 days of your death.

Schedule 2

Authority-funded Residents

1 Residence

- 1.1 If Clause 1.3.2 applies, upon payment of the applicable charges as described in paragraph 2 below and from the Date of Admission in accordance with your Relevant Authority contract, the Company agrees to provide Services in accordance with the contract between the Company and the Relevant Authority.
- 1.2 Absence – If at any time You require hospital treatment, go on holiday or are otherwise temporarily absent from the Home, your Room will be retained in accordance with any relevant provisions in the Relevant Authority contract. The retention period will be reviewed by the Home Manager and Social Services in accordance with the Relevant Authority contract.

2 Fees for Authority-funded Residents

- 2.1 If You have been assessed for and receive funding from a Relevant Authority, the weekly charge is:
- the amount agreed to be paid by the Relevant Authority, as increased or decreased by the Relevant Authority from time to time ("**Authority Fee**"); plus
 - the amount of the **Third Party Top Up**. The Third Party Top Up from time to time is determined by either the Third Party Top Up Agreement forming part of this Contract or, if specified by the Relevant Authority, the Third Party Top Up Agreement in the form required by the Relevant Authority.
- 2.2 The Company may charge You and the Guarantor (if You have one) additional charges if You require any additional services as referred to in clause 4.1 above of this Contract or in the Statement of Purpose or otherwise, in each case at the prices for such additional services published by the Company from time to time.
- 2.3 In the event of your death, any charges outstanding that are not paid by the Relevant Authority will be charged to your estate and/or your Third Party (if You have one) in accordance with the Relevant Authority contract and any Third Party Top Up Agreement and arrangements for clearing your Room shall be governed by the Relevant Authority contract.

3 Termination of this Contract

- 3.1 If You cease to be an Authority-funded Resident and become a Self-funding Resident, this Contract shall continue as provided at clause 1.7 of this Contract. Otherwise this Contract will be terminated in accordance with your Relevant Authority contract.

Signatures

Signed on behalf of DANFORTH CARE NORWICH LIMITED

Dated

.....

.....

Signed by the Resident

Dated

.....

.....

Signed by Your Representative

Dated

.....

.....

Address for invoices to be sent to:

.....

.....

.....

.....

Guarantee

Between:

(1) DANFORTH CARE NORWICH LIMITED (Company Number: 14106580) (whose address is set out in the Resident Contract to which this Guarantee Agreement is attached (the “Resident Contract”)

and

(2) Full Name
of address:

Telephone No:

(the “Guarantor”)

This Guarantee Agreement forms part of the Resident Contract for resident(the “Resident”), a copy of which has been provided to the Guarantor.

Guarantee

In consideration of the Company agreeing to provide accommodation and care services to the Resident pursuant to the Resident Contract, the Guarantor agrees to be liable, in addition to the Resident and on a joint and several basis, for the charges payable by the Resident under the Resident Contract and to pay those charges to the Company.

The guarantee and the Guarantor’s liability for the Company’s charges agreed under this Guarantee Agreement:

- (a) shall not be reduced, terminated or otherwise prejudiced by:
 - (i) any variations that are made from time to time to the Resident Contract or the Services to be provided under it; or
 - (ii) any variations that are made from time to time to the charges to be paid under the Resident Contract; or
 - (iii) any other matter which might prejudice such guarantee or liability; and
- (b) shall continue throughout the term of the Resident Contract, except that the Guarantor shall be entitled to terminate this guarantee and the Guarantor’s liability for future charges to the Company by giving at least four weeks’ notice in writing to the Company, provided that if the Guarantor does give such notice of termination:
 - (i) the Guarantor shall remain liable under this Guarantee Agreement for the Company’s charges accrued but unpaid before expiry of such notice given by the Guarantor; and
 - (ii) the Company shall be entitled, but not required, to terminate the Resident Contract in accordance with paragraph 3.2(b) of Schedule 1 of the Resident Contract.

Signed by the Guarantor

Dated

.....

.....

Signed on behalf of DANFORTH CARE NORWICH LIMITED

Dated

.....

.....

Third Party Top Up Agreement

[Not applicable where the Relevant Authority specifies the form of Third Party Top Up Agreement]

Between:

(1) DANFORTH CARE NORWICH LIMITED (Company Number: 14106580) (whose address is set out in the Resident Contract to which this Third Party Top Up Agreement is attached (the “**Resident Contract**”))

and

(2) Full Name
of address:

Telephone No:

(the “**Third Party**”)

This Third Party Top Up Agreement forms part of the Resident Contract for resident(the “**Resident**”), a copy of which has been provided to the Third Party.

The weekly Third Party Top Up charge for the Resident shall be the sum of £..... per week (the “**Third Party Top Up**”). The Third Party agrees to pay the Third Party Top Up four weekly and in advance by direct debit, cheque or bank transfer due within 14 days of the date of the Company’s invoice.

The Third Party Top Up shall be increased from time to time in accordance with the Relevant Authority contract or, if the Relevant Authority contract does not specify how the Third Party Top Up is to be increased, then increases will be as follows:

- (a) the Company shall be entitled to increase the Third Party Top Up annually by either 5% per annum or by the percentage increase in the Retail Prices Index, whichever is greater. The Company shall give the Third Party at least four weeks’ notice in writing of any such annual increase in the Third Party Top Up; and
- (b) the Company shall also be entitled to increase the Third Party Top Up at any time during any year if its costs of providing the Services have increased since the date of the last annual increase. Such increase will reflect the increased costs of the Company. The Company shall give the Third Party at least four weeks’ notice in writing of any such additional increase in the Third Party Top Up.

Signed by the Third Party

.....

Dated

.....

Signed on behalf of DANFORTH CARE NORWICH LIMITED

.....

Dated

.....

