

RESIDENCY AGREEMENT

SELF FUNDED RESIDENTS

The acceptance of a person to stay in a care home involves a special relationship of intimate care. You are assured that we take the nursing and care of our residents very seriously. However, to do so we have to maintain an extensive establishment at a substantial financial cost and therefore we have to define this relationship in business terms.

This document is very important and the terms and conditions contained within form the Agreement that applies to our Residents. You should read this document and its contents carefully before signing because its terms and conditions are legally binding. Please contact us to ask for an explanation of any areas within this document you do not understand.

We strongly recommend that you obtain independent legal advice before entering into this type of agreement.

PART 1- ADMISSION REQUEST

Before signing this Admission Request, please read the Residence Terms set out in Part 2 on page 8 onwards. (Please ask for an explanation of any areas that you do not understand).

The following details, together with the Residence Terms in Part 2, form the Agreement which applies to the admission of the Resident named below as a Resident of the Care Home.

Resident's Name:

Mr/Mrs/Miss/Ms/Dr/Rev/Other

Care Home Name:

Date of Admission: / /

Resident's Address:

Date of Birth: / /

Method of payment: Direct Debit

By the time of your admission to the Care Home the Resident and any Third Party Contributor must have a direct debit in place for payment.

Interest is charged on late payments at the rate of 4% above HSBC Bank's base rate from time to time.

Name and Address of Resident's Attorney under a power of attorney (if any) or Resident's Representative:

Name:

Address:

Post Code:

Telephone No:

Email Address:

Type of PoA:

Continuing: **Welfare:** **Combined:**

Please note that a copy of your PoA may be requested by us.

Name and Address of Guarantor:

Postcode:

Telephone No:

Email address:

Name and Address of Third Party Contributor

<u>Residential Fees (gross weekly)</u>	£
Liability for funding/sources (weekly) for Residential Fees	
Resident	£
Third Party Liability	£
OR	
Council/other Public Funding	£
<small>(including any contributions to Council Funding)</small>	
<u>Total net weekly fee (being Resident Fees)</u>	£
Deposit	£
<small>(2 x net weekly fee, i.e. net of approved Public Funding)</small>	
Advance Fee	£
<small>(4 x net weekly fee, i.e. net of approved Public Funding)</small>	

Normal annual fee rate change: 1st April

Additional chargeable items – Extras - these will be charged when incurred and are payable immediately.

Postcode:

Telephone No:

Email address:

Standard annual fee increase: your fees will increase by 5% on 1st April of each year (Clause 10 of Agreement).

Personal Plan: this sets out your care package covered by our Resident Fees (Clause 5 of Agreement).

AGREEMENT BY RESIDENT

By signing below in front of the witness specified: -

- a. I confirm that I have received a copy of the duly completed Admission Request and the attached Residence Terms (together called the “**Agreement**”);
- b. I have read and have had time to understand the contents of Part 1 - Admission Request (on page 2) and Part 2 – Residence Terms (from page 8 onward) of the Agreement. I agree to and will observe the Agreement and its contents;
- c. I agree to pay the sums due to Care UK Community Partnerships Ltd on the due date; and
- d. I confirm that I understand that deposits/fees paid under this Agreement may be non-refundable.

Signature (Resident or duly appointed Attorney for Resident under a Continuing or Welfare Power of Attorney (if any))

Resident’s/POA’s Signature:

.....

Resident’s Full Name:

Resident’s Address:

Postcode:

Witness’s Signature:

.....

Witness’s Full Name:

Witness’s Address:

Postcode:

AGREEMENT BY GUARANTOR

By signing below in front of the witness specified:

- a. I confirm that I have received a copy of the duly completed Admission Request and the attached Residence Terms (together called the “**Agreement**”); and
- b. that I agree to be bound by the terms set out in the Agreement, in particular those contained within Clause 25; and

In consideration of you, Care UK Community Partnerships Ltd, entering into this Agreement and accepting the Resident named above into your Care Home, I agree so far as its terms apply to me, to the Agreement and to have joint responsibility with the Resident and my own separate, personal responsibility to pay you all monies owing to you under the Agreement.

I confirm that: -

- a. I understand that if the Resident and/or the Third Party Contributor are not able to meet the payments under this Agreement, that I will meet them in full; and
- b. to the extent that the Resident and/or the Third Party Contributor do not or are unable to fulfil any of their obligations under this Agreement, I will fulfil their obligations in their place.

Guarantor’s Signature:

Witness’s Signature:

.....

.....

Guarantor’s Full Name:

Witness’s Full Name:

Guarantor’s Address:

Witness’s Address:

Postcode:

Postcode:

AGREEMENT BY THIRD PARTY CONTRIBUTOR

By signing below in front of the witness specified:

- a) I confirm that I have received a copy of the duly completed Admission Request and the attached Residence Terms (together called the “**Agreement**”); and
- b) that I agree to be bound by the terms set out in the Agreement, in particular those contained within Clause 25.

In consideration of you, Care UK Community Partnerships Ltd, entering into this Agreement and accepting the Resident named above into your Care Home, I agree to pay to you:

- a. the Third Party Liability stated in the Admission Request above;
- b. the additional fees for extras which are not agreed in advance; and
- c. any increase in the fees or other sums payable to you under this Agreement at any time which are not agreed to be paid to you by the Resident or any other third party.

Third Party Contributor’s Signature:

Witness’s Signature:

.....

.....

Third Party Contributor’s Full Name:

Witness’s Full Name:

Third Party Contributor’s Address:

Witness’s Address:

Postcode:

Postcode:

AGREEMENT BY CARE UK COMMUNITY PARTNERSHIPS LTD

Signature:

Name:

Position:

Date of Agreement: / /

Summary of Key Residence Terms

Any annual fee increases will be fixed at 5% to cover predictable cost increases and apply on 1 April. If there are significant unpredictable cost increases as a result of a change(s) to legislation or sector regulation, we reserve the right to supplement this increase by a fair and reasonable sum to reflect the impact of that change to our costs, and will give you 12 weeks' notice of any such proposed additional fee increase (Clause 10).

By Signing this Agreement you guarantee to us that you have immediate access to 2 years of our fees and that you will let us know as soon as practically possible if your financial position changes (Clause 14).

Changes in your care or other needs – your Personal Plan sets out your care package with us, i.e. the services we provide to you in relation to your needs. Any changes to your care package may result in adjustments to your fees (Clause 11).

We require payment of six weeks' fees in advance of admission to your selected Care Home. Four weeks of this are residential fees which are applied to the first 28 days of residence. Two weeks are a refundable deposit to secure fees and other charges (any sums remaining to be returned at the end of your stay) (Clause 9).

There are also a range of extras available at 'additional cost' e.g. hairdressing, chiropody (Clause 15).

Payments (which ought to be made by Direct Debit) must be paid in advance of the month in which the care is to be provided (e.g. fees for August must be paid by the last working day in July).

If you are absent from the Home, your fees will continue to be payable in full for the first week of absence, after which we will apply a 10% discount to your fees. In the course of the first 6 weeks of any absence, we shall endeavour to consult with you to seek agreement on retaining your room (Clause 13).

Your first 28 days is a trial period for you and us. Within those 28 days you can terminate the agreement for any reason on serving us 7 days' notice, and we can terminate the Agreement on giving you 7 days' notice if we have good reason, e.g. we cannot meet your care needs (Clause 3).

It is our policy that all residents at the Home have been vaccinated against COVID-19. We apply this policy to protect you and other residents and staff at the Home. Prior to or as soon as practicable after your admission to the Home you must provide evidence that you have had the full course of such vaccination.

You can terminate the agreement on giving us 28 days' notice. We can terminate the agreement on giving you 28 days' notice in certain circumstances. In certain serious instances, for example behaviour that cannot be safely managed in the Home or if you are unable to provide evidence that you have been vaccinated against COVID-19, termination can be quicker, but normally we try to resolve any problems with you before serving a termination notice (Clause 18).

Following any termination failure to remove belongings from the Home within 10 days may result in us charging reasonable costs for removal and storage of your belongings (Clause 18.7).

Residential fees will continue to be charged for a minimum of 3 days post death (starting the day after death). If personal possessions are not cleared from the room within 3 days fees will continue to be charged, subject to a backstop period of 10 days (Clause 9.11).

You may bring small items of furniture as well as your belongings with you. However, we will not insure any items which belong to you. Insuring items is your sole responsibility (Clause 17.3).

A guarantor (where applicable) is personally liable for any amounts due under the contract as they fall due. This obligation runs parallel to but is independent of your payment liabilities (Clause 25).

PLEASE NOTE - THE INFORMATION CONTAINED IN THIS TABLE IS A SUMMARY- WE STRONGLY RECOMMEND YOU READ ALL OF THE RESIDENCE TERMS IN PART 2 BELOW

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1 Aims, Objectives and Principles of the Service

- 1.1 We, Care UK (the “**Provider**”) shall meet all your assessed needs in your Care Assessment in relation to accommodation, equipment, meals, activities, support & supervision, personal care, including, where applicable, nursing care.
- 1.2 The Service that you receive shall be flexible and designed to meet your needs and achieve the outcomes as specified in your Care & Support Plan and detailed in your Personal Plan. We will aim to ensure these outcomes identified as important and relevant to you at the time of placement and set out at subsequent reviews are met. We shall employ sufficient qualified and suitably trained and experienced Staff, and ensure they are available to deliver the Service at all times.
- 1.3 The Service that you receive shall comply with the relevant Care Standards, with relevant legislation, and with best practice guidelines relating to the provision of residential and nursing care, and shall promote the principles behind the Care Standards, which include dignity, privacy, choice, safety, realising potential, equality and diversity. A copy of the Care Standards shall be available on request from either your Care Manager or the Care Home. Upon request, we shall be pleased to make available copy(ies) of Inspection Reports issued by the Care Inspectorate in respect of our Care Home.
- 1.4 We shall follow the requirements set out in this Residential Agreement.
- 1.5 You and your Representative shall be consulted on all significant proposals, which affect your life or comfort, and your views shall be taken into account.
- 1.6 You and your Representative shall be offered a range of opportunities to give your views, make comments, and offer ideas, both individually and in groups, about the Service provided.

2 Definitions

- 2.1 In these Residence Terms, the following terms have the below meanings:

“**Advance Fee**” means the Advance Fee specified in the Admission Request as amended from time to time in accordance with this Agreement.

“**Applicable Data Protection Law**” means the GDPR and shall include all requirements from time to time in force of the Data Protection Act 2018 and the Access to Health Records Act 1990 and all other extant or successor statute, regulations and codes mandatorily applicable to Personal Data.

“**Authority Funding**” means the amount that any Authority has agreed to pay towards our Fees for your residence at the Home and nursing or other services provided by us, as revised from time to time.

“**Care Assessment**” means the care assessment of your needs, which is approved by us.

“Care Home” means the home identified in the Admission Request in Part 1 of this Agreement.

“Care Inspectorate” means Social Care & Social Work Improvement Scotland, a national body which regulates care services and having its Head Office at Compass House, 11 Riverside Drive, Dundee and its local office at the address specified in Appendix 3.

“Care Manager” means the person chosen by us to assess, oversee and review the care provided to you by us.

“Care Standards” means the Health and Social Care Standards which describe what you can expect to receive from us.

“Deposit” means the sum specified in the Admission Request as defined in Clause 22.1.

“Extras” means the extras listed in Appendix 1.

“Fees” means all and any fees, costs or charges payable to us under this Agreement, including but not limited to the Deposit, Residential Fees, the Advance Fee, fees for Care and Fees for any Extras payable under this Agreement by the Resident, the Third Party Contributor and/or the Guarantor as appropriate.

“GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Guarantor” means the person identified in the Admission Request who has agreed to act as guarantor for you in respect of all Guaranteed Amounts.

“Personal Plan” means the plan developed between us which details your needs, target outcomes, and preferences, and sets out how these shall be met in a way that you find acceptable.

“Personal Data” has the meaning as contained within the GDPR relating to you and/or any Guarantor and/or Third Party Contributor and/or any attorney appointed by you under a Power of Attorney and/or any guardian appointed by a sheriff court.

“Post-death Fees” means:

- a) your (and, if applicable, the Guarantor’s) liability for Residential Fees and Enhanced Room Fees chargeable from the day after your death; and, if applicable; and
- b) where you are not eligible for any Authority Funding, any Third Party Liability any such Third Party Contributor pays towards our Residential Fees and Enhanced Room Fees chargeable from the day after your death.

“Representative” means any person nominated by you appointed as your attorney and/or your legal proxy appointed to be first contacted or advised by the Provider regarding your circumstances, or any significant change thereto, who shall, in the event of you failing to nominate any person, be your next of kin.

“Residential Fees” means the Residential Fees specified in the Admission Request as amended from time to time in accordance with the Residence Terms contained in Part 2 of this Agreement.

“Third Party Liability” means:

- a) the Third Party Liability stated in the Admission Request above
- b) the additional Fees in accordance with Clauses 5, 9, 11 and 12; and
- c) any increase in the Fees or other sums payable to us under the Agreement at any time which is not agreed to be paid to us by you or any Authority Funding.

“Third Party Contributor” means:

- d) the person identified in the Admission Request who has agreed to pay the Third Party Liability; and
- e) any other person, other than an Authority who from time to time agrees to pay all or any part of the Fees or other sums payable to us under this Agreement.

“Top-up” refers to the Third Party Liability stated in the Agreement.

“we” and “us” mean Care UK Community Partnerships Ltd (Company Number 2644862) whose registered office is at Connaught House, 850 The Crescent, Colchester Business Park, Colchester, Essex CO4 9QB.

“you” means the resident named in the Admission Request (and as the context may require your duly appointed attorney or guardian).

2.2 In these Residence Terms, the following rules of interpretation shall apply:

- 2.2.1 references to an **“Authority”** include references to a local authority and any other relevant public body;
- 2.2.2 the words or abbreviations “for example”, “e.g.”, “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

- 2.2.3 nothing in the Summary of Key Terms on page 7 shall affect the meaning and effect of these Residence Terms, and, if there is a conflict between them, these Residence Terms shall prevail.
- 2.2.4 the headings are for convenience only and shall not affect the meaning of these Residence Terms and use of the singular includes the plural and vice versa; and
- 2.2.5 references to numbered clauses are to numbered clauses in these Residence Terms

3 Trial Period

- 3.1 The first twenty-eight (28) days following your admission to the Home shall be regarded as a Trial Period to ensure that the Care Home is suitable for you.
- 3.2 Either we or you may terminate this Agreement at any time during the trial period upon at least seven (7) days' written notice being served on the other (your notice should be given to your Care Manager at the Home). Where we serve on you any such notice, we will provide you with a good reason for termination, including but not limited to us not being able to meet your care or nursing needs, or your behaviour is such as to be significantly disruptive or puts you, other residents or our staff at a material risk.
- 3.3 Your Care Manager shall arrange a formal review of your placement by the end of your Trial Period and shall inform you and/or your Representative of subsequent review arrangements.
- 3.4 If it is determined that the Care Home is not suitable for you this agreement shall terminate automatically and you will be required to leave the Care Home at the end of the Trial Period.
- 3.5 The Trial Period may be extended by your Care Manager, subject to our agreement, or shortened if you or we serve notice on the other in accordance with Clause 18.3.
- 3.6 Where this Agreement is terminated in accordance with Clause 3.2 above, where any Fees paid to us in advance relate to the period when the accommodation you occupied has been reoccupied after you leave the Home, this sum will be refunded to you.

4 Accommodation

- 4.1 Your room shall be a furnished room as described in Appendix 3 which we shall maintain in good decorative order and which shall include a lockable facility. You will only be offered a shared room where this is your request.
- 4.2 No tenancy of any kind is intended to be created in respect of the occupancy of your room. You shall only be requested to move from your appointed room if it is absolutely necessary, and only with your consent in advance, except in the event of an emergency. Following the emergency, which necessitated the move, you shall be returned to your former room if you so request and if it is practical and safe for us to do so.

- 4.3 You are welcome to bring personal possessions and furnishings into the Care Home to personalise your room, provided that other Residents or Staff are not inconvenienced or put at risk. We shall give you a written inventory of your possessions and furnishings upon your admission to the Care Home. You must notify us of any changes that require to be made to the inventory. We shall keep a copy of the inventory for our records and shall update it if required. Our liability to you for any loss or damage to your belongings is detailed in Clauses 16.8 and 17.2 below.
- 4.4 We shall provide light and heat and shall explain to you how you may control the temperature and lighting level in your room.
- 4.5 We shall ensure that your room is in good decorative order. If you choose to have your own room decorated to reflect your own taste, any changes will be subject to our prior written consent and you agree that you shall meet any additional costs incurred.
- 4.6 We shall ensure a high standard of cleanliness in your room and throughout the Care Home which will also be kept free of offensive odours.
- 4.7 We shall provide you with bed linen, towels, flannels, basic toiletries and similar items for your own use to meet your needs, together with a laundry service for your machine washable personal clothing. Bed linen shall be changed weekly and as necessary. Personal laundry should be discretely marked or labelled to enable us to identify it as yours after laundry and ensure its return. If you require assistance labelling or marking clothes we shall be pleased to help. As the machines are industrial, clothing may wear out quicker than in a domestic situation. Please note that we are not responsible for supplying you with personal clothing.
- 4.8 Within the Care Home you shall have unrestricted access to your own room and designated communal areas.
- 4.9 We shall provide you with a choice of menu for breakfast, lunch and evening meal which shall accommodate your dietary needs and, as far as practicable, your personal preferences. Snacks and drinks are available throughout the day and night.
- 4.10 There is a policy of no smoking throughout the Care Home.
- 4.11 You are free to consume alcohol if you wish. If we have concerns about the effects on you, your medication and /or other Residents or members of Staff, we shall review this together.

5 Care to be provided

- 5.1 We shall provide you with personal care in accordance with your assessed needs and Care & Support Plan as supplied to us by your Care Manager, a copy of which shall be given to you by your Care Manager. We shall develop this with you into a more detailed Personal Plan during your Trial Period in the Care Home. We shall then review this with you as required, and at least every 6 months.

- 5.2 Where your care needs change significantly we shall request a review with your Care Manager.
- 5.3 Your nursing care arrangements are set out in Appendix 3.
- 5.4 We shall choose a named member of our Staff to be your key worker who shall be responsible for overseeing your day to day care, and to discuss with you your care needs on an ongoing basis and how the service can best help to meet your identified outcomes.
- 5.5 You may still use the services of your own general practitioner (GP), if the GP so agrees, or we shall assist you to transfer to a local GP. If you register privately with a GP the supply of drugs and medications shall also be private and any charges arising shall be made accordingly.
- 5.6 We shall enlist the support of the NHS as necessary for routine health checks and also to enable you to remain in the Care Home in the event of illness, should you so wish, unless your GP recommends alternative arrangements.
- 5.7 There shall be a choice of social and recreational activities if you wish to participate. You shall be consulted in the planning of these activities.
- 5.8 The administration of your medicines shall be discussed and agreed with you, and shall be recorded in your Personal Plan.
- 5.9 All of your drugs and medication must be handed to the senior nurse on duty or person in charge at the time of your admission to the Care Home.
- 5.10 If you wish, and in our opinion are able, to manage your own medication administration, you will be assisted to continue to do so. However, in that case:
- 5.10.1 we cannot be held responsible for the safekeeping and dispensing of the medication;
and
 - 5.10.2 the lockable drawer provided in the room you occupy must be used to store the medication and you must ensure it remains locked whenever you are not in the room.

6 Our Obligations To You

- 6.1 We agree:
- 6.1.1 to ensure that the Care Home complies with the conditions of registration and maintain at the Care Home at all times the standard of care required by Care Inspectorate
 - 6.1.2 to participate in an assessment of your needs and to ensure the development and delivery of a Personal Plan that details how care will be delivered to you and how the outcomes identified as important for you will be pursued.

- 6.1.3 to allow you as much personal freedom as possible and only to restrict your movements for your personal safety or the safety of others or to the extent agreed in advance with you.
- 6.1.4 to contact your Representative and Care Manager in the event that you are involved in an accident or incident, as well as any other authorities who require to be notified.
- 6.1.5 to provide on request safekeeping for your personal effects required to be brought into the Care Home up to such limit of value as we may from time to time determine. Further details shall be made available upon request. Please see clause 16 for more details.
- 6.1.6 to share information related to your care with your Care Manager on request and otherwise to treat all information of a confidential nature relating to you as confidential and we shall ensure that you and/or your Representative have access to your Personal Plan and any other information relevant to you.
- 6.1.7 to assist you where possible to maintain a lifestyle of your choice.
- 6.1.8 to recognise, support and assist you in maintaining links with your local community provided this does not interfere with the freedom of the other Residents in the Care Home.
- 6.1.9 to ensure you can make and receive telephone calls in private and have access to the internet and to television channels available without subscription, either in a common area using equipment provided by the Care Home or in your own room using equipment you have supplied yourself.
- 6.1.10 to welcome your visitors to the Care Home without prior notice, at all reasonable times, provided their visits do not inconvenience other Residents.
- 6.1.11 to support you if you decide to refuse to see visitors and if requested we shall advise visitors of your decision.
- 6.1.12 to ensure Care Home Staff are not permitted to become an Executor in respect of your Will.
- 6.1.13 to ensure Care Home Staff are not allowed to receive hospitality and acceptance of gifts (including gifts of money) from you or your family, unless this has been previously agreed with us.
- 6.1.14 to work with you (and/or your representative) to ensure a smooth transition should you choose or require to move out of the Care Home.

7 Your Obligations To Us

7.1 You agree:

7.1.1 to inform us of any medication that you administer yourself, and allow us to monitor this.

7.1.2 that you have a responsibility for the safety of the Care Home which you share with others, therefore safety regulations must be observed. You are asked to observe:

7.1.2.1 Fire drills and inspections are carried out at regular intervals and your co-operation is essential.

7.1.2.2 We have clear guidelines on smoking, alcohol and drugs which are issued for the protection of all Residents and Staff.

7.1.3 to inform us any time that you leave the Care Home, whether unaccompanied or with visitors, and also to give us an approximate time of return. We shall not be responsible for you once you are outside the Care Home unless you are accompanied by a member of our Staff.

7.1.4 that should you wish to install a telephone, and/or related services e.g. broadband, in your room, you shall be responsible for meeting the costs of installation, rental and call charges.

7.1.5 that you shall not bring a domestic pet into the Care Home. This does not preclude visitors bringing their pets with them during a visit with our agreement and the agreement of the other Residents.

7.1.6 to leave the Care Home permanently on termination of this Agreement.

8 Suggestions and Complaints

8.1 You are welcome to make comments or suggestions at any time in respect of the service you receive from us, and we will respond to this in writing within 14 days at the latest acknowledging this and setting out our response and the reasons for our response.

8.2 Should you wish to receive independent assistance or advice we shall help you to contact your local authority or other relevant advocate.

8.3 Should you be dissatisfied with any aspect of our service, you have the right to complain to us using our complaints procedure, a copy of which is set out in Appendix 2 of this Agreement and further copies of which are available at any time from any of our staff. To submit a complaint please contact our Complaints Co-ordinator at complaintscoordinator@careuk.com.

- 8.4 You may also complain directly to, the Care Inspectorate, or, if your complaint is about a member of staff who is registered with them, to the Scottish Social Services Council. We would encourage you to talk to us in the first instance. Your key worker or Care Home manager shall be pleased to discuss with you or your Representative, any concerns that you may have. If we are unable to resolve the issue to your satisfaction, and you wish to refer your complaint to the Care Inspectorate, we shall assist you to do this, but it is your right to use any of these complaint routes at any point, or any combination at the same time.

9 Payment of Fees

- 9.1 Payment arrangements are as follows:

You, your Guarantor and/or Third Party Contributor

- 9.2 By the time of Admission you (and any Guarantor and/or Third Party Contributor) shall have paid the Advance Fee for twenty-eight (28) days residence (see clause 22.1) and must have set up and thereafter must maintain a direct debit. Payments by direct debit are made in advance for the following month's care and shall be made by the last working day of the preceding month i.e. if you move into the home on 1 May, on the last working day of May payment will be made, having taken into account the Advance Fee which covered 1 – 28 May, for the three (3) days shortfall in May (29 – 31 May), and for all of June.
- 9.3 The monthly payment of Residential Fees is calculated by taking the weekly fee and dividing it by seven (7) (i.e. the number of days in a week) and multiplying the resulting total by the number of days in the month being charged. Any part of the day of arrival at the Care Home or the day of departure will be counted as one (1) full day's residence.
- 9.4 All Fees payable under this Agreement are generally exclusive of VAT, however, where VAT is payable, we will have the right to charge it and will notify you in advance of any applicable VAT.
- 9.5 Our Residential Fees are payable in advance on a monthly basis, with the Advance Fee being applied to the first twenty-eight (28) days of your residence.
- 9.6 Any other fees are payable to us immediately upon our requesting their payment.
- 9.7 For as long as direct debit arrangements are put into and remain in place which cover all sums due, direct debit payments in accordance with Clause 9.2 above will not be treated as a "late payment" on which interest is charged after twenty-eight (28) days.
- 9.8 Where practicable, we will give at least twenty-eight (28) days' written notice to you if the method of payment needs amending. If it is not practicable to give you at least twenty-eight (28) days' prior notice, you will be notified of this as soon as it is practicable.
- 9.9 Where you or your Third Party Contributor fail to pay monies due or otherwise requested within fourteen (14) days from the due date or fourteen (14) days from the date of request, then interest

will be payable at the rate specified in the Admission Request and if required we shall instruct a third party to seek to recover the debt on our behalf.

- 9.10 If you terminate your placement at the Care Home without giving the required notice as detailed in Clause 18, your fees shall be charged at the normal weekly rate for the unexpired notice period.
- 9.11 In the event of your death:
- 9.11.1 this Agreement shall terminate, except for the terms that are intended to continue afterwards;
 - 9.11.2 any outstanding fees due and payable by you to us on the date of your death, together with any interest due thereon, shall be chargeable to your estate;
 - 9.11.3 Post-death Fees shall be charged for three (3) days starting from the day after your death;
 - 9.11.4 under normal circumstances we shall require that your belongings be removed and room cleared within three (3) days of the date of your death, and in that event fees would only be chargeable for that three (3) day period. If your belongings are not removed and your room is not cleared within that three (3) day period, your fees will continue to be charged for up to a further seven (7) days (i.e. subject to a backstop period of ten (10) days starting from the day after your death);
 - 9.11.5 if we are requested to extend the ten (10) day backstop period, we shall not unreasonably withhold our consent and in that event your fees will be continue to be charged until the room is cleared;
 - 9.11.6 if your room is reoccupied post death fees will only be charged up to and including the day before reoccupation;
- 9.12 If we agree with you to provide any personal care in addition to what is in your Care Plan, we will notify you in advance of the additional charges together with any VAT, which will be payable by you and/or the Third Party Contributor.
- 9.13 Where prior to admission FPC and/or FNC has been agreed with a Council, details ought to have been included in the Admission Request. So long as FPC and or FPNC eligibility has been confirmed to us by the Council, we shall only charge the Residential Fees net of FPC / and/or FNC.
- 9.14 Where FPC and/or FNC has not been agreed at the time of admission, Residential Fees will be charged in full, monthly in advance to you (and/or any Third Party Contributor and/or Guarantor who may have agreed to pay them) and you and/or they shall pay the Residential Fees in full. However we will adjust your fee account for any FPC and/or FNC payments that we receive and

you (and/or any Third Party Contributor and/or Guarantor) shall only bear the balance of the Residential Fees.

10 Price Increases

- 10.1 All Fees are reviewed annually on 1 April. Where there are no changes to your needs or the services you require, our Residential Fees shall increase by 5% (“**Standard Annual Increase**”);
- 10.2 This Standard Annual Increase is provided to give you an indication of predictable increases to our costs, including:
- 10.2.1 increases in staff (and agency staff) costs, including predictable increases to pension contributions of employees and the National Living Minimum Wage;
 - 10.2.2 increases in our running costs, including rent, maintenance of the Home, insurance, equipment, medical supplies, food, heating and rates of for utilities.
- 10.3 If you are admitted to the Home between 1 April and 30 September, the first Standard Annual Increase to your Fees would take place on the 1 April following your admission (e.g., if you were admitted on 1 June 2020 at a weekly fee of £1,800, your first annual fee increase of 5% would be on 1 April 2021 when your weekly fee would increase to £1,885.50). Subsequent increases of 5% will take place on 1 April each following year during your admission.
- 10.4 If you are admitted between 1 October and 31 March, your first annual fee increase of 5% will be on the second 1 April following your admission (e.g., if you were admitted on 1 January 2020 at a weekly fee of £1,800, your first annual fee increase of 5% would not take place until 1 April 2021 when your weekly fee would increase to £1,885.50). Subsequent increases of 5% will take place on 1 April each following year.
- 10.5 We stress that you have the right to terminate this Agreement for any reason by giving notice to us under clause 18.5.1 at any time. Therefore, if you were not willing to pay the first annual increase of 5% (or any subsequent annual increase of 5%), you would need to terminate this Agreement under clause 18.5.1 by giving the home manager at the Home at least twenty-eight (28) days’ written notice before 1 April in any particular year, and provided you left the Home by 1 April in that particular year, you would not be charged the 5% increase (but you would be if you are still in the Home on 1 April of that particular year).
- 10.6 Additional Increase Proviso
- 10.6.1 If central government or local authority or other state or quasi state entities or agencies take steps or cause steps to be taken which have a significant and obvious impact on our costs (including taxes or other charges raised by the state or agencies of the state), we reserve the right to increase your Residential Fees (“additional increase”). This additional increase is intended to cover significant increases to our costs base which are not readily predictable, including unforeseeable changes to government legislation which require us:

- 10.6.1.1 to increase staff to resident ratios or staff qualification, that may have a significant impact on our staff (and agency) costs beyond the amount which was readily predictable; or
 - 10.6.1.2 to increase the National Living Wage or National Minimum Wage beyond the amount which was readily predictable.
- 10.6.2 We shall give you not less than twelve (12) weeks' prior written notice before any such additional increase takes effect, including the reasons for that additional increase. If you were not willing to pay any such additional increase, you would need to terminate this Agreement under Clause 18 by giving the Care Manager at the Home twenty-eight (28) days' written notice, and provided you left the Home by the end of our twelve (12)-week notice period, you would not be charged the additional increase (but you would be if you are still in the Home on the date the additional increase takes effect).
- 10.6.3 The Standard Annual Increase (and any additional increase) is separate to any fee change caused by a change in your individual care needs (see Clause 11 below).

11 Changes to Fees Owing to Changes in Care

- 11.1 Before your admission to the Home, we shall (except in urgent admissions) carry out with you an assessment of your needs using the assessment scheme we have chosen to use to determine whether we can meet your needs at the Home. Admission to the Home will only be permitted if our initial assessment we can meet your assessed needs.
- 11.2 If we can meet your needs, the Home will design a bespoke Personal Care Plan which will be provided to you and/or your Representative.
- 11.3 It is important to understand that most residents will require more help and assistance day-to-day during their stay at the Home. For example, you may need to move to another room or require more staff assistance to carry out the tasks you were previously able to do yourself.
- 11.4 Where we consider (in our evidence-based judgement) that your needs have changed materially from those previously assessed and set out in your Personal Care Plan, we shall notify you (and any Guarantor and/or Third Party Contributor and/or Authority) as soon as reasonably practical of the change in needs, any risk factors taken into account, the steps being taken to meet such needs change (e.g. one-to-one care at particular times of day/continuously or where nursing care becomes necessary or the level of required nursing care changes), our monitoring and review process in relation to such change, and actual and/or (where appropriate) expected additional or reduced costs of such change. Any additional costs shall be reasonable and reflected in any fee adjustments. For the avoidance of doubt, any fee adjustment would be separate to the Residential Fee.

12 Notice of adjustment to Residential Fees or other Fees

- 12.1 We will endeavour to give you at least twenty-eight (28) days' notice in advance of any changes to our care services provided under your Personal Care Plan and we will charge the revised Residential Fees and other Fees from the date we change your care package.
- 12.2 In cases of urgent needs changes (e.g., serious behavioural problems which place your or other residents' safety or welfare at significant, immediate risk) we reserve the right, on giving you immediate notice, to change our care services provided under your Personal Care Plan and charge for the revised Residential Fees and other Fees from the date we change your care package.
- 12.3 If, during the twenty-eight (28) day notice period referred to in clause 12.1 or within twenty-eight (28) days of changing your care package in accordance with clause 12.2, you and/or your Representative raise a complaint about our assessment of your needs (e.g. about the start date of such care or other needs changes or the extent of those changes), you are welcome to instruct (and we reserve the right to instruct) an independent healthcare professional (e.g. a GP) to determine whether they agree with our assessment. Where an independent healthcare professional is instructed, we will maintain the original fee (or revert to the original fee where this had been increased due to urgent needs changes) until the outcome of the professional's review (provided that review is completed within twenty-eight (28) days of our proposed change). We shall abide by the professional's opinion (provided we have the means and ability to do so). If that opinion agrees with the findings of our assessment, you will pay the revised fee from the date we changed your care package. If that opinion rejects the findings of our assessment, we will withdraw the proposed changes and (where applicable) immediately refund any increase to your Residential Fees or other Fees applied before you raised the complaint.
- 12.4 In the event the professional agrees with our assessment and you (and/or your Representative) continue to object to the increase to your Residential Fees or other Fees:
- 12.4.1 you will remain liable for any increase to your Residential Fees or other Fees from the date we changed your care package, but you can terminate this Agreement by giving the home manager at the Home twenty-eight (28) days' prior written notice under clause 18.5.1 (note that you have the right to give notice under clause 18.5.1 at any time during your residency for any reason); and
- 12.4.2 if you object to paying the increased Residential Fees or other Fees, you will remain liable to pay these increased fees from the date we changed your care package, and we shall be entitled to terminate this Agreement by giving you twenty-eight (28) days' prior written notice under clause 18.6.4.2 and, if necessary, initiate court protocol compliant pre-action steps.

13 Absence

- 13.1 The provisions of this Clause 13 shall take effect when you leave the home on a temporary or permanent basis (for example, if you are admitted into hospital) and you or your family have not

informed us of your departure, or if it is not clear to us that you are unable to return to the Home ("Absence"):

- 13.1.1 we shall keep the room you have occupied available for you to return for a period of up to six (6) weeks (this period may be extended by agreement between you and us if necessary);
- 13.1.2 during the first six (6) weeks of Absence, we shall endeavour to contact you and any Guarantor or Third Party Contributor to confirm the further retention of your room after the first 6 weeks; and
- 13.1.3 you and any Guarantor or Third Party Contributor shall continue to be liable to pay our Residential Fees during your absence as follows:
 - 13.1.3.1 in full for the first seven (7) days of Absence, starting from the day after you left the Home; and
 - 13.1.3.2 after the first seven (7) days of your Absence, at a discounted rate of 10%. This discount represents the potential savings we are likely to make as a result of your Absence, for example in relation to reduced food, heating and lighting costs.

14 Financial Means, Guarantors and Third Party Contributors

- 14.1 Unless expressly waived in writing by us, you hereby confirm to us that as at the start of your Trial Period, you have cash and assets that are sufficient to pay for a minimum of two (2) years of our Residential Fees, in accordance with this Agreement. If at any time, there is a change in the information you have provided us under this Clause 14.1 (for example a change in the value of your assets or income), you must notify us of such change immediately to discuss any required changes to this Agreement as a result of your change in circumstances.
- 14.2 In certain circumstances, either at the start of the residence or at some time during your residency at the Care Home, you may not be in direct control of your own finances or it may be agreed that a third party will pay or contribute payment towards your Fees. In these circumstances, we ask that the person responsible for paying the Fees in return for our provision of care to you signs the Guarantor Acceptance Form and/or Third Party Contributor Form as appropriate.

15 Extras

- 15.1 We can arrange extra goods or services in addition to those covered by the Residential Fees. You shall be responsible for the payment for these goods or services and we shall advise you of their cost beforehand. The Extras currently available are detailed in Appendix 1.
- 15.2 All Extras will be paid for out of your personal allowance held at the Care Home by you. We will keep a record of all Extras purchased by you on an income and expenditure sheet.

16 Personal Expenses Allowance and Personal Belongings

- 16.1 We shall support you and/or your Representative in the examination and understanding of such income and expenditure records, which we shall make available upon request.
- 16.2 We shall not use any part of your personal allowance to pay towards any part of the cost of your care.
- 16.3 Small items of personal furniture may be brought into the Care Home with the prior agreement of the Care Home's manager. It is your responsibility to ensure that such items are clearly marked with your name.
- 16.4 It must be noted that electrical items are subject to testing in order to ensure safety and we cannot allow unsafe appliances to be used within the Care Home. You are responsible for having equipment safety tested prior to admission and we shall require evidence that this has been satisfactorily carried out. We shall be responsible for subsequent safety testing, but repair and replacement of equipment belonging to you remains your own responsibility.
- 16.5 Any furnishings and furniture that you wish to bring into the Care Home must comply with fire safety requirements. We reserve the right to refuse to allow any item to be brought into the home where we consider it to be a fire risk or other hazard.
- 16.6 All your personal clothing must be clearly labelled and documented on admission and during your stay in the Care Home. This is your responsibility and is a simple precaution that will reduce the risk of your clothing being mislaid or lost. A member of staff should be informed of and shown any clothing or articles brought into the Care Home for you at any time, for the purpose of documenting and/or labelling.
- 16.7 We agree to provide a laundry service for your clothing that are machine washable at a minimum temperature of 40 degrees Celsius and are able to be tumble dried (but our laundry service does not include professional dry cleaning or hand washing of any item).
- 16.8 The Care Home shall not be responsible in any way for damage or loss to your furniture, clothes or other personal belongings unless the Care Home has been negligent as specified in Clause 16.2. Please see Clause 17 in relation to insurance of belongings.

17 Insurance and Cash

- 17.1 Whilst we have insurance covering all aspects of the provision of the service, this does not extend to your personal property. We shall make good any loss or damage to your property which is the result of our negligence, but we recommend that you make your own arrangements to insure all personal property which you bring into the Care Home. Further details of our insurance covers shall be made available upon request.
- 17.2 We shall only be liable for loss or damage to your property if:

- 17.2.1 such loss or damage is as a result of our negligence; and
- 17.2.2 you have notified us that we should include such property on our inventory of residents' property.
- 17.3 You are responsible for insuring to full replacement value all personal belongings, including furniture, brought into the Care Home. For the avoidance of doubt, this responsibility to insure continues during any period of Absence from the Care Home and after your death, until all your belongings have been removed from the Care Home.
- 17.4 Residents having cash on their person or in their room risks loss or theft of that cash and could create potential issues about the circumstances of such loss or theft. Our strong preference and recommendation is that any cash is held securely by us. We will not be held liable for any loss of your personal money that is not deposited with us unless the Home has been negligent, fraudulent or breached this Agreement in respect of your cash.
- 17.5 If at any time you wish to hold cash in your room or personally you must make your own independent insurance arrangements in relation to your cash.
- 17.6 We do not pay interest on any monies, whether cash or other, that we hold for you

18 Notice and Termination Periods for this Agreement

- 18.1 If you leave the Care Home without giving the appropriate notice as required below, then you, any Third Party Contributor and, for the avoidance of doubt, your Guarantor (if you have one) will continue to be liable to pay Residential Fees for as long as they would have been payable if you had given the appropriate notice. Please see Clause 13.1 above for the circumstances in which we may keep your room available for you.
- 18.2 On the termination date of this Agreement you will be required to leave the Care Home.
- 18.3 In accordance with Clause 3 we may require you to leave the Care Home at the end of the Trial Period. During the Trial Period either you or we may terminate this Agreement upon at least seven (7) days' notice to be served on the other at any point during the Trial Period. After any such termination, to the extent that any payments of Residential Fees you have made to us in advance relates to a period when the accommodation you occupied has been cleared after you leave the Care Home, it will be refunded to you.
- 18.4 The provisions detailed below in this Clause 17 shall apply in all circumstances other than those provided for in Clauses 18.1 and 18.3 above.
- 18.5 You may terminate this Agreement:-
- 18.5.1 for any reason by giving to us at least twenty eight (28) days' prior written notice of termination; or

- 18.5.2 by giving to us prior written notice taking effect immediately, or of such length as you state in your notice, following material breach of this agreement by us if such material breach continues for twenty-eight (28) days after a request in writing from you to us asking for the breach to be remedied and you inform us that you wish to terminate the Agreement if the breach is not remedied.

and you shall leave the Care Home at the end of any such period of notice or such other date as is agreed between you and us. Such notice should be provided to the home manager at the applicable Care Home.

- 18.6 We may terminate this Agreement and require you to leave the Care Home in the following circumstances:-

- 18.6.1 by giving to you not less than twenty-eight (28) days' written notice at any time for non-payment of Fees if such non-payment continues for thirty (30) days after a request in writing from us to you (and to any Guarantor and, where relevant, any Third Party Contributor) for the necessary payment to be made, no such payment is made and we have been offered no realistic proposals for the arrears and the further fees that will have accrued during the notice period being paid in full by the end of the notice period; or

- 18.6.2 by giving to you not less than twenty-eight (28) days' written notice at any time if you or any Guarantor or any Third Party Contributor become bankrupt or take advantage of any statute for the time being in force providing for relief of insolvent debtors; or

- 18.6.3 by giving to you written notice taking effect immediately, or of such length as we state in our notice, following material breach by you if such material breach continues for twenty-eight (28) days despite a request in writing from us to you asking for the breach to be remedied and stating that termination may be a consequence of failure to remedy the breach; or

- 18.6.4 by giving to you not less than twenty-eight (28) days' written notice if,

- 18.6.4.1 having consulted you and taken advice from the appropriate members of the relevant "Primary Health Care Team" (i.e. general practitioner, community nurse or social worker) concerning your present and future care needs, we no longer believe we are able to meet your needs; or

- 18.6.4.2 there is no agreement about changes in our Fees owing to changes in your care or other needs (see Clause 11);

- 18.6.5 by giving to you written notice immediately, or of such length as we state in our notice, where there are circumstances or behaviour, which we feel (taking account of the type of care we have contracted to provide) may be seriously detrimental to

- the Care Home or the welfare of the other residents and such circumstances or behaviour are/is ongoing notwithstanding reasonable efforts to manage such circumstances or behaviour; or
- 18.6.6 by giving to you written notice effective immediately, or of such length as we state in our notice, if you are not vaccinated against COVID-19 (including any appropriate booster vaccinations) using a COVID-19 vaccine approved by the UK's Medical and Healthcare Products Regulatory Authority or you do not provide evidence to our reasonable satisfaction that you have received the full course of such a vaccination (including, as appropriate, any booster vaccinations), unless you are medically exempt from such a vaccination and despite our reasonable efforts to consult with you and/or your Representatives as to having such a vaccination; or
- 18.6.7 in accordance with Clause 20.
- 18.7 By or on the date of termination it is the responsibility of you and your Representative to clear your room and remove all your belongings from the Care Home. If you or your Representative do not do so, but your belongings are removed and your room cleared within three (3) days of the date of termination of this Agreement, additional fees would be chargeable for that three day period. Failure to remove your belongings and clear your room within such three (3) day period will result in the following:
- 18.7.1 we shall have the right to charge to you our reasonable costs and expenses for their removal and storage. Such costs and expenses will be calculated on the basis of the daily rate of a reputable removal and storage firm; and
- 18.7.2 if after twenty eight (28) days from the date of termination of this Agreement any of your belongings are still in our Care Home, we shall have the right to dispose or sell your belongings by giving at least fourteen (14) days' prior written notice of any such disposal or sale. We are likely to decide to sell those of your belongings which we consider to be of material financial value (e.g. jewellery). Where we sell an item, we will try to obtain a reasonable price for it, and if any monies are received from the sale, we shall refund you an equivalent amount (less the reasonable costs and expenses of arranging the sale and the sale itself) within thirty (30) days following the sale.
- 18.8 Termination of this Agreement, in whatever way it occurs, shall not affect rights and obligations that arise out of anything done or omitted before termination or in respect of the period prior to such termination and any outstanding Fees due and payable to us, together with any interest due and arising thereon, shall continue to be payable by the relevant payers under this Agreement.

19 Arrangements Following Death of a Resident

- 19.1 We shall respect your cultural, spiritual and religious wishes related to death and these shall be recorded in your Personal Plan.
- 19.2 As set out at Clause 9.11.2 above any fees outstanding to the Care Home at the time of your death shall be charged to your Estate and you are referred to Clause 9.11 more generally in relation to Post-death Fees.
- 19.3 Any cash, bank books and insurance documents, which have been held in the Care Home for safekeeping, and which remain uncollected shall be forwarded to your next of kin, Executor of your Will or legal representative. As to your other belongings, their removal ought to take place within three (3) days starting from the day after your death (see also Clause 9.11.4 and 9.11.5 in these respects). A failure to arrange their removal will result in the following;
- 19.3.1 we will be entitled to remove your belongings from your room and, where possible, store them at the Care Home. However, where your belongings include large bulky items (e.g. furniture), we may need to arrange for off-site storage. We shall have the right to charge your estate our reasonable costs for removal and storage of your belongings. Costs of storage will be calculated on the basis of the daily rate of a reputable storage firm; and
- 19.3.2 if after twenty eight (28) days from the day after your death, any of your belongings remain in the Care Home or in off-site storage, we shall have the right to give your estate at least fourteen (14) days' written notice before we dispose or sell your belongings. We are likely to decide to sell your belongings where we consider they are of material financial value (e.g. jewellery). Where we sell an item, we will try to obtain a reasonable price for it, and if any monies are received from the sale, we shall refund you an equivalent amount (less our reasonable expenses for arranging the sale) within thirty days following the sale.
- 19.4 If you have not made a Will and have no known next of kin or legal representative we shall forward your belongings to the office of the Procurator Fiscal, who shall attempt to trace your relations. In such circumstances Clause 19.3.2 above shall not apply.
- 19.5 If you do not have anyone who can arrange your funeral, we shall make the necessary arrangements in consultation with the person responsible for the payment of the costs.

20 Change in Financial Circumstances

- 20.1 If your finances reduce to a level where you become entitled to Authority Funding or you are unable to pay the Fees, you must notify us immediately. Where the Authority is only prepared to fund to a level that does not cover the fees for care and accommodation service package under this Agreement in full, we shall be entitled to reduce your care and accommodation service package to the levels provided under an agreement with the Authority. If you or your

Third Party Contributor or Guarantor do not wish to pay the Fees or top up fees requested by us, you must speak to the Authority and find an alternative care home as you will not be able to stay at the Care Home.

- 20.2 For the avoidance of doubt, any reduction in your service package may necessitate moving you to a different room. In such circumstances, we will provide you with as much notice as possible, and in any event, not less than twenty eight days.
- 20.3 The Fees shall be in line with the rates agreed by the Authority and this agreement will terminate automatically and we will make reasonable efforts to enter into a new agreement with the Authority so that you may stay in the Care Home.
- 20.4 It cannot be assumed that eligibility to state benefits will give rise to agreement by the Authority to provide funding. It is the responsibility of you or your Representative to make necessary application to the Authority and/or Benefits Agency in sufficient time, if you require support.
- 20.5 Where you are entitled to claim state benefits, you or your Representative shall be responsible for doing so.
- 20.6 Payment of the Fees in full and in accordance with the procedures agreed in these terms and conditions must continue until such time as we are notified of the agreed funding by Authority.
- 20.7 Following agreement with the Authority, you will be required to enter into a new contract, in which case, this Agreement will terminate automatically.

21 Financial Reassessment

- 21.1 You or your Representative must notify us immediately of any application or request to the Authority for financial re-assessment. Please note clause 21.3 below which has the effect that a failure to give immediate notification may reduce the amount of any refund entitlement if the Council proposes and we accept backdated Authority Funding.
- 21.2 If the outcome of the financial re-assessment is that you are entitled to Authority Funding the Council will determine the amount they are prepared to pay towards your fees, and we will decide whether to accept their proposal (including deciding whether our doing so may require a reduction in your care package and/or your moving room or that a Third Party Contributor pays a top up).
- 21.3 If the Council proposes and we agree that their contribution is to be backdated, following our receipt of such backdated Council contribution, we reserve the right to off-set the Council contribution against any amounts you owe us and will give you a refund to the extent that the amount of the Council contribution is less than the amount you have already paid to us. In calculating the amount you owe us and determining any such refund, we shall take account of the difference between the private rate you were paying us and the amount we might have

agreed to accept from the Council from the date upon which you notified us of your financial re-assessment application or request.

- 21.4 We shall provide you with a statement of account which details the Council payments as well as the payments you and any Third Party Contributor or Guarantor have made.

22 Advance Fees and Deposit

- 22.1 At the commencement of this Agreement, we require the following payments to us. These pre-admission payments are as follows:

22.1.1 The Advance Fee before the day of your admission (which will cover your first 28 days of residence with us, with direct debit payments then covering our further fees (see Clause 9.2 above)); and

22.1.2 a deposit equal to two (2) weeks' Residential Fees which, subject to Clause 22.3 below, may be refundable at the end of this Agreement. We will hold and ensure that the deposit is safeguarded throughout the duration of your residence at the Home, and in the event of our insolvency but we will not pay any interest on the deposit.,

- 22.2 If, for any reason, the amount paid to us at the commencement of this Agreement is less than the total of the Advance Fee and the Deposit, the amount that is paid will first be used towards satisfying the obligation to pay us the Deposit. Only then will any excess pre-admission payment be received by us be used towards satisfying the obligation to pay us the Advance Fee.

- 22.3 If any sums are owed to us remain outstanding for more than twenty-eight 28 days at any time throughout the duration of your residence, we shall be entitled to use the Deposit in payment of or towards settlement of those outstanding sums you owe to us (e.g. overdue Residential Fees, damage to the Home or any Post-death Fees due in accordance with Clause 19.2 above),

- 22.4 At the end of your residence at the Care Home or otherwise the termination of this Agreement, the Deposit will be used first to pay any sums due to us and any remainder will be repaid to you or your estate in the event of your death within twenty-eight (28) days of the Effective Date.

- 22.5 In the event of any dispute regarding any deductions or the amount of the Deposit to be returned, please contact our Complaints Co-ordinator at complaintscoordinator@careuk.com. All complaints will be governed in line with our complaints procedure found in Appendix 2 of this Agreement.

23 Variations

- 23.1 In addition to the provisions in this Agreement relating to changes in Fees, we shall have the right to make variations to the terms of this Agreement from time to time if, in our opinion, it is necessary or appropriate because of:

23.1.1 the introduction of new or amended legislation; and/or

23.1.2 to meet the changing needs of our residents; and/or

23.1.3 to improve our service.

23.2 Variations will be agreed in advance with the Care Inspectorate and notified at least one (1) month in advance and will take effect from the date stated in the notice, which shall be the expiry date of such notice or a later date stated in the notice.

24 No Waiver

24.1 No relaxation, forbearance or delay by us in enforcing our rights under this Agreement shall affect our rights under this Agreement neither shall any waiver by us of any breach by you operate as a waiver or otherwise affect our rights under this agreement in relation to any subsequent or continuing breach.

25 Guarantee

25.1 The Guarantor agrees, as principal obligor, to be jointly and severally liable with you for the payment of all Fees to us as they fall due.

25.2 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations under clause 25 agrees to indemnify us and keep us indemnified in full and on demand from and against all and any losses, costs and expenses suffered or incurred by us arising out of, or in connection with, any failure by you and/or the Guarantor to pay the Fees.

25.3 If the obligation to pay the Fees is, or becomes, unenforceable, invalid or illegal, the Guarantor agrees to indemnify and keep us indemnified on demand against all and any losses, costs and expenses suffered or incurred by us arising out of, or in connection with, any failure by you to pay the Fees.

25.4 This guarantee is a continuing security and shall cover the ultimate balance of all monies payable by you under this Agreement, irrespective of any intermediate payment in full or in part of the Fees.

25.5 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by any act or omission except an express written release by deed of the Guarantor by us.

25.6 The Guarantor waives any right it may have to require us to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this Agreement.

25.7 We shall use reasonable endeavours to contact the Guarantor if there are circumstances which suggest we may make a demand or claim against the Guarantor for any Fees e.g. where a monthly direct debit payment is rejected or for non-payment of substantial additional costs without satisfactory explanation and resolution. We shall try to resolve matters with the

Guarantor within the fourteen (14) days following the day on which we attempt to make contact with the Guarantor (assuming we still have the means to contact the Guarantor and the Guarantor responds to us) but if matters are not resolved by then, we shall have the immediate right to commence court proceedings against the Guarantor, as well as give you twenty-eight (28) days' written notice of termination under clause 18.

26 Data Protection

- 26.1 We shall comply with all Applicable Data Protection Law in relation to Personal Data.
- 26.2 We gather information relating to you to allow us to process any registration or any booking which is made and for the purpose of issuing invoices and generally for the purpose of your stay at the Home and better ensuring that we meet your needs.
- 26.3 It is also used to communicate with you and others on matters relating to the arrangements concerning your stay, including (i) for medical purposes, and for the purpose of communication with general practitioners, and other health and multi-disciplinary professionals who are bound by the duty of confidentiality; and (ii) in relation to financial aspects, our dealings with any Guarantor, Third Party Contributors or Authority about funding or payment for your stay.
- 26.4 If any of the information that you or your representative provides to us changes, please inform us within seven days of such change.
- 26.5 If our business is to be sold or integrated in whole or in part with another business, details about you and any other relevant person may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

27 General

- 27.1 In addition to our obligations to look after you and your welfare, we have similar obligations to other residents, their visitors and our staff. If we have reasonable grounds for believing that any visitor poses an immediate, significant risk to any resident, another visitor or staff (e.g. the visitor is physically abusive or verbally threatened to be so), we reserve the right to exclude them from the Care Home immediately and shall involve the police and other authorities as appropriate. Where the risk is not immediate and significant, having undertaken an assessment and discussed the incident or behaviour of the visitor with them, we shall notify that visitor and the resident whom they are visiting of any warnings as to future conduct or any conditions or limitations for future visits, and in cases of significant risk to residents, other visitors or staff, that they are not permitted to visit the Care Home. Any such steps will be reviewed if the visitor or the resident the visitor is visiting requests a review and those steps and the outcome of any review can be challenged by invoking our complaints procedure.

28 Governing Law

This Agreement shall be governed and construed in accordance with Scots law and in the event of any dispute arising the parties submit to the exclusive jurisdiction of the Scottish courts.

APPENDIX 1 - EXTRAS

The Extras offered by us are set out below. The cost of the extras listed below will depend on the cost to us and or the cost charged by the provider of the service and we can provide this information on request:

- Hairdressing
- Aromatherapy Massage
- Newspapers
- Shopping Trolley
- Dry cleaning
- Mobile Clothing Shop
- Private telephone line rental and calls

In the absence of free provision by the NHS, the following may also be provided, but shall be charged in addition to the price for your Care and accommodation.

- Chiropody
- Opticians
- Dentistry
- Physiotherapy
- Transportation and Staff escorts to and from medical appointments

APPENDIX 2 -COMPLAINTS PROCEDURE

Complaints Procedure

We want the service that we provide to match your needs and your expectations, and we welcome any comments you may wish to make. As an individual living in the Home or using the Day Care Centre, you are perfectly entitled to make suggestions or complaints at any time. Care UK assures you that residents and their families will not have their services withdrawn or reduced for making a suggestion or complaint in good faith.

How to make a complaint

Complaints may be made in a variety of ways:

- _verbally (in person or by phone)
- _in writing
- _electronically, for example, via email or text message
- _via online feedback channels.

How we will manage your complaint

If we receive a complaint we will acknowledge receipt within 3 working days and tell you what steps we are taking to resolve it. We will fully investigate your complaint and respond within 20 working days detailing the findings, any action we have taken and proposals to resolve your complaint. If the investigation is complex and likely to take longer than this we will let you know and agree a different timescale.

Support to make a complaint

The services listed below offer support to complainants:

- PASS (Patient Advice and Support Service) - <https://www.cas.org.uk/pass>
- Citizens Advice Scotland (CAS) - <https://www.cas.org.uk/>
- The Scottish Independent Advocacy Alliance - www.siaa.org.uk

Further steps

If at any stage, you are not happy with the way in which we are dealing with your complaint you can contact:

Complaints Manager
Care UK, Residential Care Services
Connaught House,
850 The Crescent, Colchester Business Park,
Colchester, Essex, CO4 9QB
E-Mail: complaintscoordinator@careuk.com

Care UK services in Scotland are registered with and regulated by the Care Inspectorate (CI).

If you are unhappy about the quality of a registered care service and you don't believe it meets the national care standards you can complain to the CI at the address below:

Care Inspectorate
Compass House, Riverside Drive,
Dundee, DD1 4NY
Tel: 0345 600 9527
Website: www.careinspectorate.com

If you are not satisfied with the outcome of your complaint you can refer your complaint to the Scottish Public Service Ombudsman (SPSO) and ask for it to be reviewed.

Scottish Public Services Ombudsman
4 Melville Street,
Edinburgh, EH3 7NS
Tel: 0800 377 7330

Website: www.spsso.org.uk

APPENDIX 3 – DETAILS OF CARE AND ROOM

1. Your room will be a single/double room with an en-suite/shared bathroom.
2. We offer nursing care, and shall provide this to you where this has been agreed in your Care Plan.

OR

3. Whilst we do not offer nursing care ourselves, we shall make arrangements with the National Health Service (NHS) Community Nursing Service on your behalf.

4. **Additional Care Charges**

The Council has agreed we will provide you with extra care consisting of:

insert detailed additional inputs / arrangements to meet your needs which are above the normal level expected for this type of Care Home.

5. **Contact details for complaints: -**

- a. Care Inspectorate (who may be contacted at insert address of local Care Inspectorate office)

IF YOUR COMPLAINT IS ABOUT A MEMBER OF STAFF WHO IS REGISTERED WITH THEM, TO THE SCOTTISH SOCIAL SERVICES COUNCIL, (WHO MAY BE CONTACTED AT INSERT ADDRESS OF SSSC).