

Resident Agreement

**Residential, nursing and
dementia care homes**

Resident Agreement 6/23



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Summary of Main Terms

PLEASE READ

This document is legally binding and sets out the Resident's, and (if applicable) the Responsible Party's, rights and obligations and those of us concerning your Residence. Those considering moving in or acting as a Responsible Party are advised to read it carefully before signing and may wish to take advice from a solicitor or an Independent Financial Advisor before doing so.

In particular, we recommend that those considering moving in and acting as the Responsible Party assess the significance of these implications on their financial situations and verify that they have adequate resources in place to enable them to enter into this Agreement, and to continue to meet the fees that would be due for at least 24 months.

The Residence is currently inspected by the CQC (in England) and the CIW (in Wales). Inspection reports are available on the internet using the CQC's website or the CIW's website or our website and are also available directly from us if you want a copy.

Our Fees

The table below outlines the charges applicable to you, depending on the type of residency:

| Type of Residency | Fee | Services Included |
|---|---|---|
| Permanent Residency: A permanent residency is a residency where no departure date has been set and where this Agreement will terminate in accordance with clause 13: Termination. | Weekly Total Fee known as the Total Weekly Fee: £ Your fees are calculated on a per day basis, so you will be charged according to how many days there are in each calendar month. | Personal care, accommodation, food and drinks (including snacks), themed events and entertainment, housekeeping, laundry and ironing services, utilities and general maintenance, as well as clinical nursing care, as might be agreed with you as part of your resident review and assessment. |
| Respite Residency: A respite residency is a residency where a departure date is agreed in advance of move-in and is set out in Schedule 1. | Fixed 'Respite Fee': £ paid prior to move in | As above |

The above fees do not cover all potential fees and costs that you may have to pay. For example, we charge separately for a number of additional goods and services, such as external telephone, hairdressing services or visitor meals (please see Schedule 3 for an indicative list; a list of current services available and pricing will be available in the Residence).

You are not required to pay us any money before you sign this Agreement. If, for any reason, you do not move in, and you have paid money to us before doing so, we will refund it in full.

Schedule 1 contains the details of your admission and the details of the fees that we will charge you.

Fee Increases

We determine the fees payable based on your accommodation, care and nursing needs at the time we carry out the pre move-in resident review and assessment. If your care needs change during your time with us, or you need to change Rooms, we may charge you more or charge you less.

It is important to note that even if you stay in the same Room or your care needs do not change, your fees will be likely to increase to reflect general inflation and/or any increases we see coming in against our costs for running our business. We review our Fees annually, and any fee changes are applied from 1 January each year.

As a general rule, we will not increase our fees by more than 6.5 % per year. But if there are significant unpredictable cost increases, 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 increase.

The Additional Services Fees are reviewed periodically. The most recent price list will be available in the Residence.

Estimated Fees over a Two Year Period

We recommend that those considering moving in or acting as a Responsible Party assess their financial situation and verify that they have adequate resources in place to enable them to enter into this agreement, and to continue to meet the fees that would be due for at least 24 months.

By way of illustration (only), please understand that if you reside with us for a 24 month period, your total fees will be in excess of £ . This does not take into account changes in your care needs, so the actual amount could be higher.

Periods Away from the Residence

During your time living with us you may be away for a period of time, whether due to health or for personal reasons.

For the first twenty eight (28) days you are away from the Residence, we will continue to charge you the full Total Weekly Fee. From the twenty ninth (29th) day you are away, until your return to the Residence, we will charge you the Total Weekly Fee, discounted by twenty (20) per cent. While you are away from the Residence, fees that fall due for payment must be continued to be settled in accordance with this Agreement.

Complaints

We have in place a written Complaints Procedure. Our General Manager will endeavour to resolve by discussion any complaint or dispute with you and, if you wish, you may seek the assistance of your Responsible Party or another representative. We will ensure, where possible, that any investigation is carried out by someone independent of the concerns being raised and will endeavour to provide a full response within fourteen (14) days.

Funding

Some of our residents become eligible to receive public funding during their stay with us. In some cases the funding will not cover all of our fees. We will work with you and the relevant funding authority to find a solution, which could include moving you to another Room (if that would address the shortfall), or a third party agreeing with us and the funding authority to make up the shortfall, by paying the difference to the relevant party. If a solution cannot be identified you may be required to move to another care home, which is willing to accept the funding available to cover all of its care and services.

Termination

| Type of Termination | Procedure |
|---------------------|---|
| Termination by You | <p>Permanent Residency: You may terminate this Agreement by giving us not less than twenty eight (28) days written notice.</p> <p>Respite Residency: You may terminate this Agreement by giving us seven (7) days written notice (subject to a minimum period of residency of 14 days).</p> |
| Termination by Us | <p>We may, in certain circumstances detailed in the Agreement, terminate this Agreement by giving you twenty eight (28) days' notice in writing. We will consult with you and/or your Responsible Party prior to termination and will work with you to locate alternative accommodation in the event we terminate. However, we reserve the right to terminate the Agreement sooner if you pose an immediate danger.</p> |
| Death in Residence | <p>Outstanding fees are charged to your estate.</p> <p>The Total Weekly Fee will continue to be paid for up to seven (7) days after your death unless the Room is vacated before then (or longer, if we agree with your representative that they want longer to clear the Room).</p> |

RESIDENT AGREEMENT made on BETWEEN:

- (1) _____ and
 ([together] “you”, “your” or “yourself”); and
- (2) _____
 of _____ (the ‘Responsible Party’); and
- (3) Bayfield Court Operations Limited
 a company incorporated in England and Wales (registered number 09342975), of 5 Churchill Place, 10th Floor, London E14 5HU, trading as Care UK (“Care UK”, “we”, “us” or “our”) (together with you and any Responsible Party, referred to as the “parties”).

BACKGROUND

We have agreed that you will reside in the Room (as defined below) at

(the “Residence”) and you shall have the right, in common with others, to the use of Common Areas and the services described below, subject to the provisions of this Agreement.

1. Defined Terms

- 1.1 The following expressions shall have the following meanings throughout this Agreement:
- “**Additional Services**” means additional services available to a resident at a charge that reflects the cost of the service, including, by way of example, the services set out in Schedule 3;
- “**Additional Services Fees**” means the fees specified in the Residence from time to time for available Additional Services, as referred to in clause 8.4;
- “**Care Services**” means the personal care services, including dressing, washing, bathing, oral hygiene, assistance with mobility, and assistance with eating and drinking, as varied from time to time in accordance with clause 8.3;
- “**CHC**” means Continuing Healthcare, where the NHS, having assessed any person as requiring full time nursing care in a residential healthcare service, provides and procures the provision of such nursing care at a service level which is consistent with the NHS service. This is paid irrespective of financial means. However, the person in need of and receipt of such a service may pay to the provider of that service an additional payment to reflect the enhanced quality and specification of care above the NHS service level;
- “**Common Areas**” means hallways, stairways, walkways, meeting rooms, activity rooms, dining rooms, lifts and open common and outdoor spaces located within and under our control;
- “**CIW**” means the Care Inspectorate Wales (and any other replacement, additional and/or successor regulatory body responsible for the provision of healthcare services in Wales);
- “**CQC**” means the Care Quality Commission (and any other replacement, additional and/or successor regulatory body responsible for the provision of healthcare and social care services in England);
- “**Date of Occupation**” means the first date upon which your Room becomes available to you for occupation;
- “**Extended Period**” means the period defined in clause 14.3.2;
- “**FNC**” means Funded Nursing Care, which is an NHS benefit paid to any person who is assessed as needing nursing care in a care home (such as in a Care UK Residence), as a contribution to the cost of the nursing care they receive. This is paid irrespective of financial means;

“Funding Authority” means any Local Authority, NHS body or other local or central governmental authority that has agreed to pay all or part of the fees agreed for the services to be provided under an agreement with the Funding Authority;

“General Manager” means the General Manager of the Residence;

“NHS” means the National Health Service;

“NHS Service Level” means the basic level of care, nursing care and service provision consistent with a requirement to meet the assessed needs and dependency of any person (and contrasted with a higher level of such provision which the resident may choose to pay for);

“Nursing Services” means the services set out in the Resident Review and Assessment and amended from time to time in accordance with clause 8.3;

“Nursing Services Fee” means the relevant daily fee set out in Schedule I for the level of nursing provided to you, as varied from time to time in accordance with clauses 8.3.2 and 8.3.3 of this Agreement;

“Resident Review and Risk Assessment” means the agreement setting out the Care Services and where applicable, Nursing Services, to be received by you, as agreed between the parties from time to time;

“Respite Fee” means the fee paid by a Respite Resident as set out in 16.7.3 / Schedule I;

“Respite Resident” means a resident who intends to stay at the Residence for a Respite Stay in accordance with clause 8.6;

“Responsible Party” means the person named as such in the Parties clause who has agreed to provide certain assistance, including financial assistance, and to accept full liability, as principal in the same way as you, to pay any fees due to us under this Agreement on the occurrence of the events set out in, and as per the terms of, clause 11;

“Room” means the room, rooms, studio or suite occupied by you as set out in Schedule I and as varied from time to time in accordance with clause 6.5;

“Services” means Care Services and accommodation services (including the Room) set out in Schedule 2;

“Services Fee” means the relevant weekly fee set out in Schedule I for the type of care and accommodation provided to you (as varied from time to time in accordance with clause 8.3 of this Agreement);

“SSP” means “Social Services Provision” which applies where, following assessment of both care needs and financial resources, a Local Authority (a public body not being part of the NHS) provides or procures the provision of accommodation care and other ancillary services for persons in need of such services. When the cost of such services exceeds that which the relevant Local Authority would expect to pay, anyone other than the person in need may agree with the Local Authority to pay the amount of such excess to the Local Authority to enable the person in need to stay in their preferred accommodation;

“Total Weekly Fee” means the total weekly fee for Services and Nursing Services (if applicable) as set out in Schedule I.

2. Residency and Term

- 2.1 This Agreement will apply from the date specified above until or unless terminated in accordance with its terms.
- 2.2 Type of residency: choose one:
- A Permanent Residency is a residency where no departure date has been set and will terminate in accordance with the terms of this Agreement.
 - A Respite Residency is a residency of a Respite Resident where a departure date is agreed before your Date of Admission and set out in Schedule 1. The Agreement will terminate on the departure date as set out therein, or otherwise in accordance with clauses 13 or 14.

3. Assessment of Needs

- 3.1 By entering into this Agreement, we and you acknowledge that you have been assessed by one of our experienced team members using a comprehensive personalised care planning tool and our reasonable judgment (based on the advice of a medical practitioner, nurse or other clinical authority). Accordingly, we have agreed that you will move in to the Residence as we are confident that we will be able to meet the needs identified in your assessment, based on the information and documents that you have provided to us.

4. Prior to Occupation

- 4.1 You acknowledge that you have reviewed and received a copy of this Agreement (including all Schedules) prior to signing it and that you have had an opportunity to read it, ask questions about it and taken appropriate advice.
- 4.2 If applicable, the Responsible Party acknowledges that they have reviewed and received a copy of this Agreement (including all Schedules) prior to signing it and that they have had an opportunity to read it, ask questions about it and taken appropriate advice.
- 4.3 You and, if applicable, the Responsible Party, confirm that all information and any documents supplied to us as part of the application process are true and correct, and you understand that we have relied on this information in accepting you to move in to the Residence.

5. Services

Subject to the provisions of this Agreement, you are entitled to the Services (and any Nursing Services if applicable) and we will do all that we would be reasonably expected to do to provide such services throughout the duration of this Agreement.

6. Your Room

- 6.1 You will only use the Room for residential dwelling purposes. You acknowledge and agree that you are the only person who may occupy the Room, except where we have agreed to a companion occupancy arrangement and have entered into a specific agreement to reflect such multiple occupancy. This Agreement is intended to be a licence not a lease. You are not a tenant and do not acquire legal property rights by entering into this Agreement or otherwise.
- 6.2 You will allow our team members to enter the Room in the normal course of their duties.
- 6.3 All outside agencies will require prior approval from us (such approval not to be unreasonably withheld or delayed) to enter and provide health or other services within your Room.
- 6.4 We will endeavour not to move you from your Room however, there may be instances where we will require you to change Rooms, for example, where refurbishments to your Room or the Residence are required, your care needs change such that you need a more suitable Room or because of resident relations. We will discuss any proposed change with you and your

Responsible Party in advance and will give you an explanation of the reasons for the proposed move. Except in the case of emergencies, we will give you a minimum of twenty eight (28) days' written notice of any proposed changes.

- 6.5 Where an increase or decrease in the Total Weekly Fee arises from you changing Room or changing your status in the Room, the increase or decrease shall be recorded as a variation in the form set out in Schedule 4. You will need to pay the increased or decreased Total Weekly Fee from the date on which the increase or decrease will take effect, unless you terminate this Agreement in accordance with clause 13 prior to the date on which the increase or decrease will take effect, in which case the increase or decrease will not be applied.
- 6.6 You will not alter the Room without prior written consent.
- 6.7 You will notify us promptly of any defects in the Room, Common Areas or in our equipment, appliances, or fixtures which you become aware of.

7. Care Services and Nursing Services

7.1 We will:

- 7.1.1 Subject to the provisions of this Agreement, provide the Care Services and the Nursing Services to you in accordance with this Agreement and all relevant laws, regulations and other mandatory requirements; and
- 7.1.2 Use all reasonable endeavours to ensure that all persons engaged in the provision of the Care Services and Nursing Services are competent, trained and properly instructed as to the tasks which they are to perform.

7.2 You acknowledge that:

- 7.2.1 We are required by the Health & Social Care Act 2008 and associated Regulations in England as well as the Care Standards Act 2000 to maintain certain standards of care;
- 7.2.2 It is our strong recommendation that all residents should be 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. If requested by us you shall provide evidence to our reasonable satisfaction of the extent to which you have taken part in a vaccination course (including, as appropriate, any booster vaccinations);
- 7.2.3 If we create a policy to prevent or inhibit any epidemic which in our opinion gives rise to a serious health threat to you or other residents or staff at the Home, we shall notify you of it. You shall follow such policy (including any requirements for vaccination or other medical processes or procedures). In our discretion we may not insist on such policy being followed, for example if you are medically exempt from vaccination or other medical processes or procedures set out in such policy; and
- 7.2.4 The provision of the services we provide to you may from time to time be monitored by responsible organisations (including the CQC).

8. Payment of Fees

8.1 Payment of Fees

- 8.1.1 Your first fee statement will be issued at the start of the first calendar month following your Date of Occupation, and will include the fees due for the period from the Date of Occupation until the last calendar day of the month in which the Date of Occupation falls, as well as fees for the following month. You must pay immediately on receipt all fees detailed in your statement.
- 8.1.2 Thereafter, you shall pay to us each month in advance, the full amount of the

Total Weekly Fee, as set out in Schedule 1, as well as any Additional Service charges, without demand.

8.1.3 Where there is a Responsible Party to this Agreement, the obligation to pay is joint and several.

8.2 Annual Fee Reviews

8.2.1 We will review the amount of the Total Weekly Fee annually, and any fee changes are applied from 1st January each year.

8.2.2 We may increase our Total Weekly Fee for inflation and/or likely increases in the predictable costs in running our business in the UK. These costs include increases in employment and benefits costs for our staff and workers and in respect of agency staff, including increases to pension contributions and the National Living and Minimum Wage and increases in our costs which are passed on by suppliers of utilities, food, insurance, as well as increases in our other business costs, such as rent, interest costs, rates, maintenance of the home, insurance, equipment, medical supplies, food, electricity, heating and other utilities and other general and administrative costs and expenses of our business including the provision of Services and/or Nursing Services. We will not increase our Total Weekly Fee by more than 6.5 % per year unless clause 8.2.4 applies.

8.2.3 Any annual increase in the Total Weekly Fee will be notified to you in writing twenty eight (28) days prior to the date on which the increase will take effect (i.e. by 3rd December in respect of the following year).

8.2.4 If our costs increase by a greater level than historical and broadly predictable amounts, we reserve the right to supplement any prior 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 increase. This exceptional additional fee increase is intended to cover increases to our costs base including, an increase of staff to resident ratios or staff qualification and any other increase to the employment and benefits costs for our staff and workers and in respect of agency staff including arising from wage inflation and unsettled employee-markets, steps taken by central government or local authority or other state or quasi state entities or agencies which result in an increase to our costs (including taxes or other charges raised by the state or agencies of the state), exceptional economic factors, high inflation rates and/or additional cost pressures including dislocations in the energy and other relevant markets affecting our costs in respect of electricity, heating and other utilities, any other legislative or regulatory arrangements, increases in our costs as a consequence of a pandemic or other equivalent emergency, changes in rent or interest costs, increases to the prices passed on to us by our suppliers, including (but not limited to) suppliers of food, healthcare products, medical supplies and other relevant consumable items beyond the trend of previous years or increases to the National Living Wage or National Minimum Wage beyond the amount which was readily predictable or anticipated.
Review of Care and Nursing Services

8.2.5 Care Services and Nursing Services will be formally reviewed on a six (6) monthly basis or sooner (where significant changes to your care and or nursing needs have been recorded) with you and your Responsible Party.

8.2.6 Following each such review, we will consider whether any change to the level or nature of the Care Services and/or Nursing Services is necessary using our comprehensive personalised care planning tool and our reasonable judgment (based on the advice of a medical practitioner, nurse or other clinical authority). Any such change to the Care Services and/or Nursing Services may lead to an increase or decrease in the Total Weekly Fee. To reflect care and/or nursing service being provided, fees will be amended promptly following a reassessment. We will issue a letter notifying you and your Responsible Party that such a fee increase or decrease will be applied from the date of the letter. If you object to the increase you will be invited to a family meeting to discuss

these changes.

- 8.2.7 Where an increase or decrease in the Total Weekly Fee arises from a change in the Care Services and/or Nursing Services provided to you, the increase or decrease shall be recorded as a variation in the form set out in Schedule 4.
- 8.2.8 If we are offered and receive from the NHS an exceptional FNC payment or payments above your assessed FNC which is to cover exceptional or additional nursing costs we have incurred (e.g. a payment arising in consequence of a pandemic such as COVID-19, or other exceptional occurrence or circumstance), no notification of such payment will be given to you and the Total Weekly Fee will remain the same.
- 8.2.9 If you dispute an increase in the Total Weekly Fee, you are entitled to terminate the Agreement under clause 13.1 and to leave the Residence, in which case the increase will not be applied.
- 8.3 Additional Services Fees
- 8.3.1 Where you or your Responsible Party requests any Additional Services, and we agree to provide such services, you shall pay to us each month, all invoiced costs and charges incurred in providing those Additional Services pursuant to the most recent price list for such Additional Services that is available in the Residence.
- 8.3.2 The Additional Services Fees are reviewed periodically. The most recent price list will be available in the Residence.
- 8.4 Exceptional Situations One-on-One Care
- 8.4.1 You acknowledge that exceptional situations may arise where you need one-on-one care for a period. In such cases we will charge you for the costs of such care.
- 8.4.2 We will notify you and your Responsible Party as soon as reasonably practicable that you require such one-on-one care, and of the likely fees involved, based on our costs for providing such care. We will promptly issue a letter notifying you and your Responsible Party of this change with an invitation to a family meeting. You will be required to pay all such additional costs incurred.
- 8.4.3 In the event that we provide you with such one-on-one care you will pay to us all invoiced costs and charges we incur in providing you with such services. Such costs will be payable from the date when we notify you of the need for such care until such additional services cease or you leave the Residence, whichever is earlier.
- 8.5 Respite Care
- 8.5.1 Clauses 8.1 to 8.3 shall not apply to a Respite Resident. For the avoidance of doubt, all other terms and conditions of this Agreement shall apply to a Respite Resident.
- 8.5.2 If you are a Respite Resident, we will invoice you for the Respite Fee in advance. The Respite Fee will need to be paid to us before the Date of Occupation. If you do not move in, for whatever reason, the Respite Fee will be refunded in full.
- 8.5.3 Any Additional Services Fees incurred in accordance with Schedule 3 during Respite Care will be charged to you at the end of each calendar month and are due and payable within 15 days.
- 8.6 Invoicing
- 8.6.1 We will provide you with a monthly fee statement itemising fees and charges and payments received, and showing the balance of Total Weekly Fee plus any Additional Services Fee due for that month.
- 8.6.2 The Total Weekly Fee is calculated on a per day basis and therefore you will be charged according to how many days there are in each calendar month.
- 8.7 Periods away from the Residence

8.7.1 For the first twenty eight (28) days of a period away from the Residence (such as for a hospital stay or holiday), you will continue to be charged the Total Weekly Fee. From day twenty nine (29), you will only pay the Total Weekly Fee discounted by twenty (20) per cent).

8.7.2 Any adjustments to your Total Weekly Fee arising from any periods away from the Residence will be reflected in adjustments to your direct debit (or a debit or credit to your account where payment is made other than by way of direct debit) in the next full calendar month following your return to the Residence after such hospital stay and/or holiday.

8.8 Late Payment

8.8.1 You will pay interest on any sums payable to us and remaining unpaid twenty eight (28) days after the due date at the rate of 3% over the base rate from time to time of the Bank of England.

8.8.2 You will also pay reasonable costs and expenses, including reasonable legal fees and court fees and disbursements together with VAT thereon, incurred by us in collecting amounts overdue under this Agreement.

8.9 Method of Payment

All payments due under this Agreement will be made by Direct Debit or otherwise as we may reasonably direct from time to time.

8.10 Tax

We will add tax to any charges where required by law.

9. Data Protection – Your Personal Data

We collect and process personal information about you, as well as the Responsible Party, at various stages during the move-in process, and during your stay with us. We collect and process personal data in accordance with our published “Privacy Notice”. A copy of our Privacy Notice can be found on our website. You should read this notice and understand its contents.

10. Complaints

10.1 If you have a complaint, you should report it to the General Manager as soon as possible, in accordance with the Complaints Policy from time to time in force. The Policy is available for you to inspect on request at reception and is publicised on our website, in the Residence and included in the welcome pack provided to you at move in.

10.2 Our General Manager will endeavour to resolve by discussion any complaint or dispute with you and, if you wish, you may seek the assistance of your Responsible Party or another representative.

10.3 Our General Manager will ensure, where possible, that any investigation is carried out by someone independent of the concerns being raised and will endeavour to provide a full response within fourteen (14) days.

11. Responsible Party

11.1 In the event that your condition or means makes such assistance necessary or advisable, the Responsible Party, upon our request, will:

11.1.1 Participate as needed with our employees in evaluating your needs and in planning and implementing an appropriate plan for your care;

11.1.2 Assist you as necessary to maintain your welfare and to fulfil your obligations under this Agreement;

11.1.3 Assist you in transferring to a hospital, nursing home, or other medical facility in the

event that we can no longer meet your needs;

11.1.4 Assist in removing your personal property from the Room when you leave the Room; and

11.1.5 Make necessary arrangements, or assist the legally responsible person in making necessary arrangements, for funeral services and burial in the event of your death.

11.2 In the event that you fail to pay the Total Weekly Fee, by the due date under the Resident Agreement, we will notify the Responsible Party as soon as practicable by written notice to the Responsible Party and the Responsible Party hereby agrees to pay such amounts to us upon receiving each notice from us of non-payment by you.

11.3 For the avoidance of doubt, the Responsible Party acknowledges that they are liable to pay and perform all your obligations jointly and severally with you and that such obligations arise automatically, irrespective of any notice.

The Responsible Party acknowledges that he/she may have court proceedings initiated against them to recover any monies they are liable to pay under this Agreement.

12. Funding

Schedule 5 applies where you may or do receive funding from a Funding Authority

13. Termination of the Agreement

13.1 Termination by You

13.1.1 You may terminate this Agreement:

- (a) In the case of Permanent Residency, upon giving us not less than twenty eight (28) days prior notice and subject to giving full vacant possession; and
- (b) In the case of Respite Residency, upon giving us not less than seven (7) days prior notice, and subject to giving full vacant possession (subject to a minimum period of residency of 14 days).

13.1.2 This Agreement shall terminate on the expiry of any notice given under clause 13.1.1.

13.1.3 In the event that you terminate this Agreement, you will be liable for all charges accrued or incurred for the entire length of the notice period, regardless of whether you vacate the Room prior to the expiration of the notice period, unless:

- (a) A new resident moves into the Room, whereby all fees shall cease on the date the new resident takes possession of the Room; or
- (b) We otherwise decide to utilise the Room for our own marketing or renovation purposes, whereby all fees shall cease on the date of such decision.

13.2 Termination by Us

13.2.1 We may terminate this Agreement at any time by giving not less than twenty eight (28) days prior written notice to you stating the reason for termination upon the occurrence of any of the following events, as determined by us in our absolute discretion (acting on the advice of a medical practitioner, nurse or other clinical authority where relevant and where we have consulted with you and your Responsible Party before seeking to exercise our termination rights under this clause 13.2):

- (a) You require skilled nursing care or care over and above that which can be safely provided in the Residence or in our reasonable opinion, or in the opinion of your general practitioner or other clinical authority, or other relevant regulated third party, we are no longer able to provide the level of care required to meet your needs;
- (b) You present an imminent physical threat or danger to yourself or others, are

habitually disruptive, create unsafe conditions, or are physically or verbally abusive to other residents or in our reasonable opinion your behaviour or any circumstances relating to your stay may be detrimental to the welfare of the other residents or our employees in the Residence, provided that, where possible, we will first give you a warning and consult with you and your Responsible Party to manage periods of challenging behaviour before seeking to terminate this Agreement;

- (c) If despite our reasonable efforts to consult with you and/or the Responsible Party, you have failed to comply with our policy or policies to prevent or inhibit any epidemic which in our reasonable opinion gives rise to a serious health threat to you or other residents or staff at the Residence;
- (d) You, your Responsible Party or any applicable Funding Authority fails to pay fees and charges when due and such amounts remain unpaid following the service of a final warning;
- (e) You commit a serious breach of any of your representations, covenants, agreements, or obligations under this Agreement;
- (f) Any material misrepresentation or omission is made by you or on your behalf whether written or verbal;
- (g) The Residence is closed; or
- (h) The Responsible Party dies, loses capacity or becomes subject to an order under mental health legislation, or otherwise seeks to deny or repudiate their obligations under this Agreement.

However, in the event that we determine that you or any of our employees or other residents in the Residence are in serious danger as a result of you remaining in the Residence, we reserve the right to require you to leave the Residence on such lesser notice as we may determine and you shall take immediate steps to secure appropriate care for yourself elsewhere.

- 13.2.2 In the event that we give notice under this clause 13.2, we will use reasonable endeavours to assist you to find alternative accommodation. If you disagree with our decision to give you notice under this clause 13.2 please refer to the Complaints Policy for further guidance.

13.3 Termination Generally

- 13.3.1 On the termination of this Agreement you will vacate the Room, remove any objects held in storage, remove all of your property, and deliver possession of the Room and any furniture, equipment, appliances, fixtures and keys supplied by us to you, back to us in good condition, fair wear and tear excepted. The transportation and eventual removal of any of your personal items or furniture shall be the responsibility of you or your Responsible Party or, in the case of death, your personal representatives.
- 13.3.2 You will pay the actual cost of removing, storing and forwarding any of your property remaining in the Room after the termination of this Agreement in accordance with the price list published in the Residence. We will use our reasonable endeavours to use the lowest priced option available for such removal, storage and forwarding of any of your property. We shall not be liable for any damage or loss of such items (unless we have been negligent or have breached any duty we may owe to you (either arising under this Agreement or by virtue of any other duty imposed or implied by law)) provided that we inform you in advance and on reasonable notice.
- 13.3.3 Where the Agreement is terminated, we will refund you any amounts pre-paid

for a period beyond the end of the notice period.

- 13.3.4 For the avoidance of doubt, once you have vacated the Room you will not be required to pay any fees beyond the notice periods set out in clause 13 (as applicable), other than in respect of the storage, removal and/or forwarding of any of your property and any outstanding fees due at the date of termination.
- 13.3.5 Any termination of this Agreement pursuant to this clause 13 is without prejudice to the claims of either party for any prior breach of this Agreement that was not claimed at the time of occurrence.

14. Fees Charged after Death

- 14.1 In the event of your death any fees outstanding will be charged to your estate.
- 14.2 Following your death, we will continue to charge you the Total Weekly Fee for seven (7) days after the date of your death, unless either:
 - 14.2.1 Your Responsible Party (or another representative) clears the Room for subsequent occupation in less than seven (7) days after the date of your death, in which case the Total Weekly Fee shall only be payable for those days in which your possessions remain in the Room following your death; or
 - 14.2.2 We agree in writing with your Responsible Party (or another representative) within seven (7) days after the date of your death to extend the period to clear the Room for subsequent occupation (the "Extended Period"), in which case the Total Weekly Fee shall continue to be paid to us until the end of the Extended Period (calculated on a daily basis). We reserve the right to refuse a request to extend the seven (7) day period if this is not reasonably practicable in the circumstances. We will not agree to extend the seven (7) day period for more than twenty eight (28) days after the date of your death.
- 14.3 If the Room is not cleared for subsequent occupation within (i) seven (7) days after the date of your death, or (ii) such other Extended Period as may be agreed with your Responsible Party, we have the right to clear the Room for subsequent occupation and store your possessions, and will charge for such removal, storage and/or forwarding of your property, in accordance with the price list published in the Residence. We will use our reasonable endeavours to use the lowest priced option available for such removal, storage and forwarding of any of your property. We shall not be liable for any damage or loss of such items (unless we have been negligent or have breached any duty we may owe to you (either arising under this Agreement or by virtue of any other duty imposed or implied by law)) provided that we inform your Responsible Party in advance and on reasonable notice.
- 14.4 Notwithstanding anything in this clause 14, if at the date of your death you are in receipt of CHC or SSP funding from a Funding Authority, we will not charge you or your Responsible Party fees after the date of your death.
- 14.5 In the event of your death this Agreement shall terminate on the day after the Room is cleared (either by your representative(s) or by us), save that you will continue to be bound by any obligations outstanding on the date of termination, such as the requirement to pay outstanding fees.

15. Miscellaneous Provisions

- 15.1 Insurance, Liability and Release
 - 15.1.1 You are responsible for maintaining at all times your own insurance coverage, including health, personal property, liability and other insurance coverage in adequate amounts. You acknowledge that we are not an insurer of your person or property.
 - 15.1.2 You agree that we will not be liable to you for any personal injury or property

damage (including, without limitation, damage to, or loss or theft of, your vehicles or personal property) suffered by you or your agents, guests, or invitees, unless the injury or damage is caused by the negligence of us or our employees or agents, of if they have breached any duty owed to you (either arising under this Agreement or by virtue of any other duty imposed or implied by law). You hereby release us from liability for any personal injury or property damage suffered by you or your agents, guests, or invitees, unless caused by our negligence or that of our employees or agents.

15.1.3 We will not be liable for any failure or interruption to the Services and/or the Nursing Services, where the failure or interruption arises due to events outside of our reasonable control, unless we have been negligent or have breached any duty we may owe to you (either arising under this Agreement or by virtue of any other duty imposed or implied by law).

15.1.4 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of any party or their agents or employees.

15.2 Your Liability

15.2.1 Where more than one person is a resident of a Room and comprised in the definition of “you” or “your”, your obligations shall be joint and several. This means that the liability of more than one person may be split between you or that one person may be held liable for the entire obligations of all of you.

15.2.2 Where a Responsible Party has entered into this Agreement, the Responsibility Party’s obligations shall be joint and several with you in accordance with clause 11. This means that your liability may be split between you and the Responsible Party or the Responsible Party may be held liable for your obligations under this Agreement.

15.3 Television Licence

You are responsible for obtaining your own television licence where applicable.

15.4 Covert Recording

You are not permitted to use covert video or voice recording devices, or to agree to your representatives using such devices on your behalf, unless you have our prior written permission.

15.5 Maintenance and Repairs

15.5.1 We will deliver and maintain the Residence, including your Room, in a good condition. Temporary interruption of such utility services due to factors outside of our control or due to repairs, maintenance or replacement will not be considered a breach of this Agreement.

15.5.2 You will not (and will ensure that your guests will not) destroy or damage any part of the Residence, or belongings contained therein. You will be required to pay and reimburse us the amount of any loss, damage, claims, costs or expenses incurred by us or any other resident from a breach of this clause 15.5.2.

15.6 Personal Items

15.6.1 We shall not be responsible in any way for your personal furniture, jewellery, other valuables, cash, credit cards, cheques, documents or other personal possessions unless we have been fraudulent or breached this Agreement in respect of your belongings.

15.6.2 If you wish to bring in large personal items (for example, furniture), into the Residence, you must ask the General Manager in writing before you move in. Any decision to allow personal items to be brought into, and used in, the Residence is at the discretion of the General Manager.

15.6.3 Your personal items must not constitute a fire hazard or a health and safety risk, or

disturb the peaceful enjoyment of the Residence by other residents and employees.

15.7 Pets

You may keep pets at the Residence with our prior written permission and subject to such conditions as we may, in our absolute discretion, impose for the keeping of pets or a pet. Any decision to continue to allow pets in the Residence is at the discretion of the General Manager and all costs associated with the care and maintenance of your pet are your responsibility.

15.8 Gifts

None of our employees are permitted to accept gifts from you. However, if you wish to make a gift to us, please inform the General Manager and any gifts received and accepted will be duly logged.

15.9 Beneficiaries

None of our employees are allowed to be beneficiaries of your will.

15.10 Signatories

None of our employees are permitted to witness any legal documentation which relates to you.

15.11 Notices

15.11.1 Any notices to be given under this Agreement will be deemed to have been properly given when delivered personally by hand or when sent by email to the General Manager of the Residence or when mailed by registered mail, postage prepaid, addressed as follows:

- (a) If to you; addressed to the Room or such other address as you may designate by notice.
- (b) If to your Responsible Party, addressed to their address in Schedule 1.
- (c) If to us, addressed to the Residence or to such other address as we may designate by notice.

15.11.2 Notices sent by registered mail will be deemed to be received forty-eight (48) hours after posting, unless proven to have been received later.

15.12 Assignment

15.12.1 We may at any time assign or transfer any or all of our rights and/or obligations under this Agreement to any parent undertaking, subsidiary undertaking or subsidiary of a parent undertaking.

15.12.2 We may at any time transfer any or all of our rights and/or obligations to any other person or entity, provided that we will use reasonable endeavours to procure that such person or entity will continue to comply with our obligations under this Agreement to ensure that they are satisfied in full from and after the date that you are notified of such transfer.

15.12.3 Neither this Agreement, nor any obligations arising under it, will be assignable by you or the Responsible Party.

15.13 Amendment

15.13.1 We may amend, modify or vary Schedules 1 and 3 in accordance with the terms of this Agreement.

15.13.2 Subject to any other provisions of this Agreement to the contrary, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by you and one of our authorised employees.

15.14 General

15.14.1 Any delay or failure by us to require the performance of your obligations under this Agreement or any failure by us to enforce our rights under this Agreement shall not constitute a waiver by us of any provision of this Agreement or our rights hereunder.

15.14.2 If we do waive/agree to waive a default by you or any Responsible Party, we will only

do so in writing, and that will not mean that we will automatically waive any later default.

15.15 Third-Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15.16 Entire Agreement

This Agreement, including the schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

15.17 Governing Law and Jurisdiction

15.17.1 This Agreement and any non-contractual obligation arising out of or in connection with it, will be governed by, and interpreted in accordance with, the laws of England and Wales.

15.17.2 The courts of England and Wales shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement, and each party irrevocably submits to the courts of England and Wales and waives any objection to the exercise of such jurisdiction.

15.17.3 If any part of this Agreement is held to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

This Agreement has been duly signed and is effective as of the date on page 6 of the Agreement.

You

Signature:

Name:

Date:

Responsible Party

Signature:

Name:

Date:

Us

Signature:

Signed for and on behalf of:

Name:

Position: General Manager / Deputy General Manager / Regional Director

Date:

Schedule I

Admission Form and Fees

| Resident Details | |
|---------------------------|---|
| Name | |
| Date of Birth | |
| National Insurance Number | |
| Date of Occupation | |
| Type of Care | <input type="checkbox"/> Residential Care <input type="checkbox"/> Nursing Care |
| Type of Residency | <input type="checkbox"/> Permanent <input type="checkbox"/> Respite |
| Neighbourhood | <input type="checkbox"/> Residential <input type="checkbox"/> Memory Care |
| Room details | |

| For Respite Residents | |
|-----------------------|--|
| Days / Night | |
| Departure Date | |
| Respite Fee | |

| For Permanent Residents | |
|--|------------------------|
| Service Fee (comprising a daily fee of £ <input type="text"/> x 7 Days) | £ <input type="text"/> |
| Nursing Service Fee, if any (comprising a daily fee of £ <input type="text"/> x 7 Days) | £ <input type="text"/> |
| Total Weekly Fee including nursing fee (comprising a daily fee of £ <input type="text"/> x 7 Days) | £ <input type="text"/> |
| Care Level | |
| Complete if applicable | |
| Your Payment | £ <input type="text"/> |
| Funding Authority Payment | £ <input type="text"/> |
| Responsible Party Payment | £ <input type="text"/> |
| Third Party Payment | £ <input type="text"/> |

| Responsible Party | |
|--------------------------|--|
| Name | |
| Address | |
| Contact Telephone Number | |

Schedule 2

Services

The Services to be provided under the terms of this Agreement include the following:

1. Use of the Room, with carpeting, curtains and individual controlled heating;
2. Use of the Common Areas, including but not limited to, all lounges, dining rooms, the café, the gardens, bathrooms and any other communal facilities in the Residence
3. Three daily restaurant style meals served in a dining room, morning and afternoon tea and a packed lunch on any outings organised by us;
4. Weekly cleaning of the Room and daily spot cleaning (including rubbish removal);
5. Ad hoc redecoration of the Room;
6. Linen and towels service and personal laundry service for your personal belongings which are machine washable. We shall not be held responsible for items of clothing damaged in the normal process of laundering unless we have been negligent in providing the laundry service. All items of clothing must be labelled;
7. In-Room telephone for internal calls to both employees and other residents, (external calls are not included but available at additional cost in accordance with Schedule 3 – Additional Services Fees);
8. Internet usage via a personal computer or tablet device, provided that your usage is legal and your downloads are not excessive in our reasonable opinion. Internet availability and connection speed is limited according to the service provided to the Residence by the relevant broadband service provider (if any);
9. Daily concierge services including ordering newspapers, management of mail and organising transportation;
10. Monthly wellbeing checks;
11. Assistance with washing, bathing, administering medication and other personal services associated with daily living;
12. Liaison with your General Practitioner, Social Worker, Dentist, Chiropodist, Optician and other professionals, although any charge incurred by any of these professionals will be your responsibility and will need to be paid by you (see Schedule 3 for certain services offered at additional cost);
13. Participation in social events, activities and outings as per the specific activities programme developed by the Residence; and
14. Access to on-site hair services (which are charged at additional cost – see Schedule 3).

Schedule 3

Additional Services

Access to external telephone

Visitor meals

- Breakfast
 - Lunch
 - Supper
-

Personal items such as clothing, newspapers / magazines or toiletries

Hairdressing

Some alcoholic beverages

Dry cleaning

Private car hire or taxi service

Transport for planned or routine appointments at outside services, such as the hospital, dentist, optician or other medical professional

An accompanying carer whenever you leave the Residence, where requested by you or your Responsible Party

Private treatments such as spa treatments, physiotherapy, chiropody, dentistry, optical or similar

Medication, equipment and prescription charges not provided fully free of charge by the NHS

Special medical equipment not generally available in the Residence

Private dining room for special events with family and friends, under prior arrangement

This is an indicative list only. A list of Additional Services and their prices is available in the Residence.

Schedule 4

Form of Variation

The parties agree that, from the date set out below, the Agreement shall be varied as follows and shall in all other respects remain in full force and effect:

| | | |
|--|--------------------------|--------------------------|
| Your Name: | | |
| Change of Household: | Old Household | New Household |
| | | |
| Change of Room & Occupancy (i.e. A or B or single): | Old Room No. & Occupancy | New Room No. & Occupancy |
| | | |
| Change of Care Level: | Old Care Level | New Care Level |
| | | |
| Change of Nursing Level: | Old Nursing Level | New Nursing Level |
| | | |
| Change of Total Weekly Fee: | Old [Rate] | New [Rate] |
| | | |
| Date of Assessment: | | |
| Fee Change Effective From Date: | | |
| Notes / Additional Information: | | |

| Authorised | |
|------------------|--|
| Name: | |
| General Manager: | |
| Date: | |

Schedule 5

Funding

- A. We are not responsible for giving you or the Responsible Party any advice about the availability of public funding, which could contribute towards payment for any services which you and the Responsible Party have contracted to receive under this Agreement.
- B. If you become eligible for public funding, please inform the General Manager as soon as possible.
- C. If, following the commencement of this Agreement, you are successful in obtaining public funding or third party funding for your accommodation and care that we already provide you, we are not obliged to accept any contract for the provision of such accommodation and care to replace this Agreement. You understand that obtaining such financial support for accommodation and care from a public body or third party may require us to move you to another Room or you to move to another care home.
- D. With the exception of any exceptional FNC payment or payments above your assessed FNC which is to cover exceptional or additional nursing costs we have incurred (e.g. a payment arising in consequence of a pandemic such as COVID-19, or other exceptional occurrence or circumstance), if we receive from the NHS any FNC due to you, we will either credit that sum of money to your account or refund it to you, as you wish.
- E. If at any time you are entitled to CHC from the NHS and we, in our absolute discretion, decide to enter into an agreement with that body for accommodation and care at the NHS service level, this Agreement will continue to have effect, save that your liability and the liability of the Responsible Party to pay Total Weekly Fee will be reduced only by the amount of any CHC received by us. If we agree to such an agreement, we will be entitled to charge you an additional agreed payment to reflect the enhanced quality and specification of care above the NHS service level, which we provide to self-funded residents. In the event that we are unable to agree the level of funding and any additional payment, we will assist you to find an alternative care home.
- F. If at any time you are entitled to SSP and we, in our absolute discretion, agree that we are prepared to provide accommodation and care for you upon the terms of an agreement with the Local Authority, this agreement will be terminated. It will be replaced by an agreement between us and the relevant Local Authority for your accommodation and care. All outstanding obligations under this agreement up to the date of such termination, or, where appropriate, after such date, will remain in force.
- G. If we agree to enter into an agreement with a Local Authority, we are entitled to make it a condition of our agreement that the Responsible Party or another suitable person (not including you) will contract with the Local Authority and with us to pay to that Local Authority or to us the difference between the Total Weekly Fee payable under this Agreement and the amount which that Local Authority would usually expect to pay for a Local Authority funded accommodation and care service (and subject to annual inflationary increase). All other terms of this agreement will remain in force.
- H. Any Additional Services requested by a resident while receiving public funding will be charged monthly directly to the third party for settlement in accordance with our standard payment terms.

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