

CARE UK

RESIDENT'S CONTRACT

STATEMENT OF TERMS AND CONDITIONS

THIS AGREEMENT between WT UK Opco 4 Limited (**Care UK** or **Company**) and (the **Resident**) relates to the acceptance by The Resident of accommodation in (Home).

Residence and Payment of Residential Fees

1. Upon payment of the weekly charge (see clause 2 below) the Company will provide the following care and services:

Accommodation, Facilities and Services

- A room with en suite facilities.
- Electrical sockets for appliances (subject to Health and Safety requirements)
- Suitable carpeting/floor covering
- Bed linen, which is changed as required but at least weekly, consisting of sheets, pillows and pillowcases and duvet. If a resident has a personal preference for blankets this may be possible depending on infection control procedures.
- Towels and face cloths.
- Curtains/Blinds
- Lockable cabinet for medication, money and valuables, with appropriate keys. Drawers, wardrobe & mirror
- Table and comfortable chair. Extra chairs will be made available for visitors

Care and services

- Room and accommodation, including the use of communal lounges etc.
- Main meals, supper and available snacks
- Drinks and refreshments provided by the Home for any Resident.
- Laundry service provided by Home.
- Care and support for daily living provided by the care staff, as stated in the Care Plan which will be formulated with the Resident, their family and care staff to ensure choice, privacy and dignity.
- Access to and use of the Home's aids/appliances including hoists and weighing scales.
- All property taxes levied on the Home such as council tax, water rates, heating and lighting.

Additional Lifestyle Services (applicable to Continuing Health funded Residents only)

- Use of the superior facilities on offer, e.g., Pub and Spa
- Social Events and Activity Coordinators, who organize an extensive activities program alongside staff supported trips out (the trips may incur an extra fee if attended).
- Choice of a larger bedroom and/or one with a patio door

Additional services not included in the fees

Residents who wish to purchase or obtain any of the following will need to pay separately for them from their own resources. They might procure these privately or ask the Home to obtain them and to invoice them separately (this list is not exhaustive)

- Personal newspapers and magazines – communal newspapers available in lounges
- Hairdressing
- Purchase of new clothes, dry cleaning and toiletries
- Visitors' meals and overnight accommodation
- Alcoholic drinks
- Outings, cinema and theatre trips, holidays
- Non-NHS health services include any aids and appliances a resident decides to purchase privately, i.e., Dental treatment and Opticians, amongst others
- Social and travel costs for private trips
- TV license for TV in own room if under 75
- Private telephone costs
- Escort duty
- Chiropody

2. Your total weekly fee will be £ per Week.

We recognise that the fee responsibility can differ between each Resident. The breakdown for your fee:

- Pay your own fees/charges or Lifestyle fee: **£ per week**
- Have part or all of your fees/charges paid by a third party other than the Local Authority:
£ per week
- Have part or all of your fees/charges paid by the Local Authority: **£ per week**
- In the case of Residents who are admitted under Care Management arrangements, the Home will comply with the Contractual Agreements made with the Local Authorities involved and in certain cases with the Primary Care Trusts. Third parties who agree to meet the Resident's fees in whole or part must sign below to this effect.

3. All fees to be paid in advance. Fees will be invoiced to the beginning of the next fee period if occupancy occurs mid fee period, then invoiced four weeks in advance after that with payment on or before the period start date (a list of payment dates will be provided in April each year for reference or on admission to the Home), which it is agreed shall cover the provision of all services as detailed in clause 1 above. Payment must be made by Direct Debit.

Noncompliance of our payment terms will result in a charge of 3% above bank base rate or £25.00 whichever is greater, per invoice period/invoice unpaid. The weekly charge shall remain unchanged unless twenty-eight (28) days written notice is given by the Company or the Agreement is jointly amended by all parties to this Agreement. (See clause 6)

4. The Company undertakes to maintain a standard of care as required by The Care Quality Commission and their Essential Standards of Quality and Safety. It also seeks to comply with the legal requirements of the Unfair Terms in Consumer Contracts Regulations 1999. In doing so the home tries to ensure that it meets the definition of a fair contract as described by the Office of Fair Trading (Address: Enquiries and Reporting Centre, Office of Fair Trading, Fleet bank House, 2 -6 Salisbury Square, London, EC4Y 8JX or Tel: 08454 04 05 06). If an occasion should occur where a Resident has a complaint the Resident is referred to the Company's written Complaints Procedure.
5. The Contract will be referred to in the event of any problems arising and be subject to periodic review. It might be necessary to revise/terminate, with due notice, individual contracts, or go onto a Continuing Health contract, if there are any significant changes to the Resident's situation that require their Terms and Conditions to be accordingly revised, e.g., if their funding status changes, care needs increase or their needs change so as to put them outside of the scope of the Home's capacity to care for them adequately.
6. This Agreement shall continue in force until terminated by either party giving to the other written notice twenty-eight (28) days before termination. Should the Resident leave the Home for any reason without giving the required notice, payment of fees in lieu of notice at the normal weekly rate will be required. If a Resident does not return following an agreed temporary period of absence the Home might seek to terminate that person's Contract. If it is thought that there has been a breach of contract on the part of the Resident the Home might seek to issue the person 28 days' notice to vacate the room and to leave the Home.
7. The first four (4) weeks for private Residents and six (6) weeks for social services Residents of admission shall be regarded as a trial period for the benefit of all parties. If, at the end of this period, either party considers the arrangement to be unsatisfactory, residence can be

terminated with reasonable notice.

8. The Home shall be the abode of the Resident. Should the Resident require hospital inpatient treatment, the Company will retain the accommodation for six (6) weeks at the normal weekly rate, after which a fee of 90% of the said rate will be charged unless four weeks' notice is given by either party.
9. In the event of death, we will charge the normal rate for date of death and two days after. Any outstanding fees for the Resident will be charged to their Estate. These arrangements are to allow Resident's personal items to be removed as soon as practicably possible.
10. The Company may give notice, as outlined in clause 6 above requiring the Resident to leave the Home under the following circumstances;
 - Non-payment of fees
 - If, having consulted the Resident, and taken advice from the appropriate members of the Primary Health Care Team, concerning the present and future care needs of the Resident, the Home is no longer able to meet the needs of the Residents.
 - Any circumstances or behavior which the Company feels may be detrimental to the Home or the welfare of the other Residents.
11. Fees are reviewed annually for commencement in April. Fees are calculated on the basis of accommodation costs which include all overheads i.e., gas, electricity, water and food, cost of care delivery and resources needed particularly staff costs, including training and development, government pay increases and other charges on the Home including insurance. The first annual increase will take place in the April of the next years. (Example if a person was to move in during 2022, they will have their first annual increase in April 2023). The Home reserves the right to review fees at other times during the year if necessary (See clause 5)

Medical and Personal Requirements

12. Residents will be required, before taking up residence, to provide information to the Company on the state of their health, ongoing treatment and the name of their medical advisors. The Resident shall, from his/her own resources and/or Personal Allowance provide medical requisites (other than medication by prescription), hairdresser, clothing, toiletries and other items of a luxury or personal nature.
13. In the event of a planned appointment, it is expected that the next of kin / other family member would escort the Resident. If this is not possible, a staff member can be arranged to escort

Residents to appointments with reasonable notice; a charge will be made for this service. In the event of an emergency hospital admission, it would be expected that the next of kin or other family member would again escort the Resident as it would not be possible for the Home to provide an escort at such short notice.

14. The Resident or, where appropriate, his/her representative, may request the Company to take charge of, and dispense all, the Resident's prescribed medication. Where necessary the Company will allocate the Senior Carer to administer any medication required by the Resident at the family or representative's request.
15. Any specialist equipment required, that would not be used by the majority of other residents, will be paid for by the family/resident.

Personal Effects and Personal Mobility

16. Residents are free to join any of the Companies arranged journeys out. However, if any Resident goes out alone as agreed with representative then the Company cannot accept responsibility for the Resident's safety away from the Home (unless the journey and any necessary supervision were arranged by the Home).
17. All electrical appliances brought in by the Resident on admission or during occupancy of the Home shall be inspected as to their safety. It is expected the Home's management team will be made aware that these items are new in the building so safety checks can be completed.
18. At the discretion of the Company, items of furniture may be brought in by the Resident subject to inspection as to condition and defects liable to render the articles unsafe or unfit. Any items must be fire retardant. Transportation, insurance and its eventual removal of such items shall be the Resident's responsibility or that of their executors.
19. The home will not accept any responsibility for any lost items such as glasses, false teeth and hearing aids and will not provide any reimbursement for replacement of these.

Insurance

20. The Home has in place insurance cover of £500 per person for valuable effects left in the Resident's own room, but insurance cover does not extend to the Resident's cash, securities and/or personal jewelry. The staff will attempt to provide security but no responsibility can be accepted for items retained in the Resident's room. We have a safe in reception where items

can be deposited if so wished. However no more than £50 cash per person is to be deposited and jewelry is only to be deposited short term until alternative arrangements can be made.

21. All valuable assets must be declared to the Company upon admission. Personal insurance should be taken out for all items of a valued nature.

Respective Rights and Responsibilities

22. The Home will always aim to make the Resident as comfortable as possible.
23. The Home respects the right of the Resident to treat the bedroom as their own personal space. At the same time, it expects each Resident to respect the need for the Home to keep the appearance of the room to an acceptable level of tidiness and cleanliness.
24. The Home will enable any Resident who wishes to do so to bring in any item of furniture to replace that provided by the Home (provided that it fits in reasonably well and is in good order) and any other personal possessions valued by the individual person. The Home will keep an inventory of such items.
25. The Home undertakes to keep the room clean and tidy by checking daily and carrying out any cleaning and tidying needed, working to the Resident's wishes as far as possible in how and when this work should be carried out.
26. Residents are not allowed to keep pets in their rooms in accordance with the policy on pets, unless agreed by management.
27. The Home adopts a no smoking policy everywhere within the Home except in the designated smoking rooms which are for the use of Residents only. Visitors and staff are not allowed to smoke in that room. Residents, visitors and staff are expected to abide by this.
28. The Home will need to have regular safety checks on electrical equipment used by Residents.
29. There will be occasions when staff will need to enter a Resident's room for reasons of Health and Safety checks or the carrying out of essential maintenance and repairs. The staff will always seek to notify or check with the Resident first when it needs to gain entry this way.
30. Where the Home considers that the Resident has breached his/her contractual obligations it undertakes to investigate the matters fairly and will only seek to ask the person to leave as a

last resort.

Following Government Guidance Regarding Coronavirus (and other pandemics)

- 31.** If required, as part of the government guidance of admissions to care homes, the Resident will be required to follow PCR/LFD testing to help protect the other residents and staff team from Coronavirus. Management team will discuss this during the pre-admission process.
- 32.** If an outbreak was to occur the Resident is expected to follow the government guidance in place at that time. More information about the guidance can be discussed with the management team.

In the Event of an Emergency

- 33.** The Resident is asked to supply the Company the following information to assist in the event of an emergency:
- name, address, email address and telephone number of the Next of Kin
 - any social, cultural or religious traditions that the Resident requires
 - any wishes of the Resident concerning funeral arrangements

One to One Care

- 34.** In the case that one-to-one care is required to keep the resident (or other residents) safe, this cost will be added to the invoices and be paid by the resident or family (if not covered by local council or NHS). This will be at cost from the supporting agency care company.

Care UK is registered with the Care Quality Commission.

The local office address is:

**CQC Yorkshire and Humberside
Citygate
Gallowgate
Newcastle upon Tyne
NE1 4PA
Tel: 03000 616161
Email: enquiries@cqc.org.uk**

The signatures below confirm the acceptance of all the conditions contained herein

Signed:
(For and on behalf of WT UK Opco 4 Limited)

Print Name:

Date:

Signed:
(Resident or Resident's Representative – delete as appropriate)

Print Name

Date

WT UK Opco 4 Limited has verified to the best of its ability the authority of the representative to sign on behalf of the Resident.

Signed:
(Third Party responsible for Fees, Top Up or Lifestyle Fees – delete as appropriate)

Print Name

Date