



Resident's

Terms & Conditions

RESIDENT'S / THIRD PARTY ADMISSION AGREEMENT

Introduction

This Booklet sets out our standard terms and conditions on which we offer care home services to the Resident. We suggest that you seek independent legal advice as it is important that you have read and understood the terms and conditions set out in this Booklet before entering into this Agreement. We have prepared these terms and conditions in plain English and avoid using jargon wherever possible. If you are not sure about a particular clause or would like further clarification, please speak to the Home Manager.

The acceptance of a person to stay in a care home involves a special relationship built on trust in providing personal care. We value the personal quality of this relationship and do our utmost to nurse and care for our residents. To do so, we provide and maintain an extensive establishment and environment at significant financial cost and therefore we have to define the relationship in contractual terms. These terms are intended to protect you, us and the Resident (if you are not the Resident) and to ensure there is both clarity and transparency on the provision and service for the avoidance of any misunderstandings and are for our mutual benefit.

1. DEFINITIONS

1.1 When the following words with capital letters are used in this Agreement, this is what they mean

“Additional Services” shall have the meaning given in clause 6.1 and as set out at clause 13 of the Admission Agreement.

“Additional Fees” shall have the meaning given in clause 6.2

“Admission” or **“Date of Admission”** means the date of admission of the Resident into the Care Home as set out in the Admission Agreement

“Admission Agreement” means the Resident's/Third Party Admission Agreement entered into by you and/or the Resident and us

“Booklet” means the terms and conditions set out in this resident's terms and conditions booklet

“Commencement Date” has the meaning given in clause 2.2

“Care Home” means the care home owned and/or operated by us, the name of which is set out in the Admission Agreement which provides accommodation together with nursing and/or personal care

“Care Quality Commission” means the independent regulator of health and adult social care in England or any successor organisation

“Fees” means either Short Stay Fees or Long Stay Fees (as applicable)

"Force Majeure" means the occurrence of any cause or event that is beyond our reasonable control, provided that we are without fault in causing or failing to prevent such occurrence;

Force Majeure may include:

- (a) war (whether declared or not), threat or preparation for war, riot, civil commotion, invasion or terrorist attack or threat of terrorist attack;
- (b) fire, explosion, flood, storm, subsidence or earthquake or other natural disaster;
- (c) act of God;
- (d) strikes, lockouts or other industrial disputes;
- (e) epidemic or pandemic;
- (f) failure of public or private telecommunications networks.

"FNC" means funded nursing care contributions made by the NHS towards the cost of nursing care provided in the Care Home

“Home Manager” means the person responsible for the overall running of the Care Home and the “Registered Manager” under the Health and Social Care Act 2008

“Long Stay Fees” means the fees due where the Resident is a Long Stay Resident as set out in the Admission Agreement

“Long Stay Resident” has the meaning given in clause 9.1 of this Booklet **“Resident”** means the person named as the resident in the Admission Agreement

“Resident’s Property” means the personal effects and property (including Valuables) belonging to the Resident located at the Care Home

“Room” means the room to be occupied by the Resident at the Care Home details of which are set out in the Admission Agreement

“Senior Nurse” means a senior nurse registered with the Nursing and Midwifery Council who reports directly to the Home Manager

“Services” means the care services that we are providing to the Resident being nursing and/or residential services details of which are set out in the Admission Agreement and clause 4.1 of this Booklet

“Short Stay Resident” has the meaning given in clause 8.1 of this Booklet **“Short Stay Period”** has the meaning given in clause 8.2 of this Booklet

“Short Stay Fees” means the fees due where the Resident is a Short Stay Resident as set out in the Admission Agreement

“Trial Period” has the meaning given in clause 10.2 of this Booklet

“Valuables” means the Resident’s valuable personal items (including excessive sums of cash and jewellery)

“we”, “us” or “our” means Rockley Dene Homes Limited whose registered office is at 36 Railway Approach, Harrow, Middlesex HA3 5AA with company registration number 02108777

“you” or “your” means the Resident or, if such person is not the Resident, the Resident’s representative.

1.2 In this Booklet, a reference to **“this Agreement”** means the Booklet and the Admission Agreement.

1.3 If there is any inconsistency between this Booklet and the Admission Agreement, the Admission Agreement shall prevail.

2 OUR CONTRACT WITH YOU

2.1 This Booklet contains the terms and conditions on which we will supply the Services at the Care Home to the Resident.

2.2 This Agreement is made between you and us and will commence on the date as shown in the Admission Agreement (the **“Commencement Date”**).

2.3 Please ensure that you read this Booklet and the Admission Agreement carefully and check that the details are complete and accurate before you sign the Admission Agreement. If you think that there is a mistake, please contact us to discuss this further.

2.4 If you are not the Resident, you must on or before the Commencement Date provide evidence to us that you have the authority to act on behalf of the Resident. If there is a change in who has authority to act on behalf of the Resident we must be advised and provided with updated evidence.

3 NEEDS ASSESSMENT

3.1 Before Admission, you must provide us with as much information (as reasonably possible) on:

- (a) the state of the Resident's health
- (b) any specific equipment required;
- (c) treatment required; and
- (d) the name of the Resident's medical advisor/General Practitioner,

so we are able to properly assess the Resident's care needs prior to Admission. Admission to the Care Home will only be permitted if we have confirmed to you and the Resident (if you are not the Resident) that we can meet the Resident's needs identified in such an assessment.

- 3.2 In certain circumstances (for example in an emergency), we may admit the Resident into the Care Home before you are able to provide us with any or all of the information set out at clause 3.1. If we admit the Resident into the Care Home and upon receipt of such information determine that we are unable (in our reasonable opinion) to provide the degree of care required to the Resident and/or we do not have the resources or expertise to adequately meet the Resident's care needs we shall have the right to cancel this Agreement by providing you (if you are not the Resident), the Resident and the Resident's next of kin (if necessary) with at least 7 days' notice of our intention to cancel. Where we exercise our rights under this clause 3.2, we will discuss the outcome of the review meeting with you (if you are not the Resident), the Resident and the Resident's next of kin (if necessary) with a view to finding alternative accommodation for the Resident. The provisions of clause 4.6 shall apply to Services paid for in advance.

4 SERVICES

- 4.1 The Services shall include:

- 4.1.1 the provision of suitably qualified staff (including professionally qualified nursing staff where required) 24 hours per day to provide care and support services to the Resident in accordance with the Resident's assessed needs;
- 4.1.2 the provision of the Room at the Care Home;
- 4.1.3 3 meals per day with a reasonable choice of menus (including menus appropriate for persons with special dietary requirements);
- 4.1.4 the cleaning of the Room;
- 4.1.5 such activity programmes at such times and in such manner as we deem appropriate;
- 4.1.6 decorating of the Room at such times and in such manner as we deem appropriate after consultation with the Resident and you (where you are not the Resident);

- 4.1.7 the provision of a nurse call system at the Care Home;
 - 4.1.8 the provision of heat, light, water and other utilities at the Care Home;
 - 4.1.9 the laundering of bed linen and personal items of clothing which do not require dry cleaning in accordance with clause 24.6; and
 - 4.1.10 the provision of standard care home equipment with any necessary standard adaptations required to meet the Resident's care needs. For the avoidance of doubt, the provision of specialist equipment which is specifically adapted to meet the Resident's individual needs shall not be included as part of the Services and will be subject to the payment of Additional Fees.
- 4.2 We will provide the Services with reasonable care and skill and as described in this Agreement.
- 4.3 We undertake to maintain, as a minimum, the standards of care required by the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 at the Care Home. The Care Home is inspected by the appropriate statutory body whose name is displayed in the Care Home and whose regular inspection reports are available from the Home Manager on request.
- 4.4 If at any time the Resident or you (if you are not the Resident) are unsatisfied with the standard of our Services, please notify us using the complaints procedure specified in clause 32.
- 4.5 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or the Local Government and Social Care Ombudsman. The contents of this Booklet do not affect these legal rights.
- 4.6 If you have made any payments in advance for Services that have not been provided before or on the date of cancellation or termination (whether that occurs during the Trial Period or otherwise) we will refund these amounts to you. If you or the Resident has received the benefit of some but not all of the Services paid for in advance at the date of cancellation or termination, we will deduct a fair and reasonable amount from your advance payment which reflects the cost of the Services provided to the Resident and the balance will be refunded to you.

5 INTEREST

- 5.1 We reserve the right, where the Fees or any other sums are not paid on the due date for payment under this Agreement to charge interest at 4% per year above the base rate of the Bank of England prevailing at the time.

5.2 We are entitled to recover expenses (including legal fees) that are reasonably incurred in pursuing you for payment of any overdue Fees and other sums payable under the Agreement provided we take all reasonable steps to reduce such costs where possible.

6 ADDITIONAL SERVICES

6.1 The items or services set out at clause 13 of the Admission Agreement (the **"Additional Services"**) are not included in the Fees.

6.2 Where you or the Resident specifically requests any Additional Services, for example, the provision of specialist equipment which is specifically adapted to meet the Resident's individual needs, you shall be responsible for paying the additional fees (which includes all costs and charges incurred by us in purchasing those Additional Services) (the **"Additional Fees"**). The Additional Fees shall be paid for at the current rates applicable to such services/items (as set out in our tariff which is available from the Care Home and updated from time to time).

6.3 Any Additional Services requested which are not listed in the Admission Agreement or the tariff will be chargeable to you at cost.

6.4 Where the Resident is a Short Stay Resident the Additional Fees must be paid within 7 days of our request for payment.

6.5 Where the Resident is a Long Stay Resident the Additional Fees will be added to the invoice for the relevant calendar month for the Long Stay Fees and shall be payable in accordance with clause 9.3.

6.6 The Additional Fees will be inclusive of value added tax or other sales tax (where applicable).

7 CONTRIBUTIONS AND FUNDED NURSING CARE

7.1 If, at any point during their stay, the Resident is or becomes eligible to receive a contribution towards the Fees from the National Health Service (including FNC) or other body and we receive income from the National Health Service or other body for part-payment of the Resident's Fees we shall be entitled to retain such contribution to meet the additional costs of care.

7.2 Unless you cancel the Agreement under clause 14.1, where the Resident's eligibility for part-payment of the Fees by the National Health Service (including FNC) or other body ceases during the provision of the Services, you may be responsible for paying the full amount of the Fees due from the date the contribution is withdrawn.

7.3 If, during the provision of the Services, the National Health Service or other body reduces the sums payable to us by way of part-payment for the Fees you may be

responsible for making up the deficit by paying an amount equivalent to the sum previously paid by the National Health Service or other body for the Resident's Fees.

8 SHORT STAY RESIDENTS

8.1 Where the Services will be provided to the Resident at the Care Home for an agreed fixed period of up to 6 (six) months, the Resident will be a **"Short Stay Resident"** and the provisions of this clause 8 shall apply. Where a Resident at the Care Home wishes to remain at the Care Home for a period of over 6 (six) months, an indefinite period, or the duration of the period is unknown, the Resident will be a Long Stay Resident and the provisions of clause 9 below shall apply.

8.2 We shall provide the Services to the Resident and the Resident shall be entitled to occupy the Room at the Care Home from Date of Admission for the number of days and nights set out in the Admission Agreement (the **"Short Stay Period"**) in accordance with the terms of this Agreement.

8.3 You shall pay the Short Stay Fees in advance of, or on the Date of Admission, using the method of payment set out in the Admission Agreement.

8.4 The Short Stay Fees are calculated on a daily rate basis by dividing the weekly fee shown in the Admission Agreement by 7.

8.5 We can cancel this Agreement by providing you with:

8.5.1 at least 7 days' notice of cancellation of the Agreement if following a review of the Resident's care needs, we are unable (in our reasonable opinion) to provide the level of care required as the Resident's care needs have changed and/or we do not have the resources or expertise to continue to adequately meet the Resident's care needs; or

8.5.2 at least 48 hours' notice of cancellation following a review of the Resident's behaviour if we determine (in our reasonable opinion) that the Resident's behaviour is an immediate danger and/or sufficiently detrimental to the welfare of other residents and the safe and peaceful enjoyment of the Care Home by other residents (or to the conduct of the Care Home) to justify such action provided we have used all reasonable endeavours to manage the Resident's behaviour and have reasonably concluded that we do not have the resources or expertise to continue to manage the Resident's behaviour,

where we exercise our rights under this clause 8.5, we will discuss the outcome of the review meeting with the Resident, you and any next of kin (if different) with a view to finding alternative accommodation for the Resident. The provisions of clause 4.6 shall apply to Services paid in advance.

8.6 Except as provided in clause 8.7 below, upon the expiry of the Short Stay Period the Resident must vacate the Care Home and the provisions of clause 15 shall apply.

8.7 If the Resident wishes to remain in the Care Home beyond the Short Stay Period, you must submit a request to the Care Home before the expiry of the Short Stay Period, and the Care Home will decide at its discretion whether to accept the request. If the request is accepted, this Agreement will remain in force and for the avoidance of doubt the Care Home will confirm whether the Resident will be offered an Agreement for a further Short Stay Period or whether the provisions of clause 9 will apply after the expiry of the Short Stay Period.

9 LONG STAY RESIDENTS

9.1 Where the Services will be provided to the Resident at the Care Home for a period of over 6 (six) months, an indefinite period, or the duration of the period is unknown, the Resident will be a “**Long Stay Resident**” and the provisions of this clause 9 shall apply.

9.2 On or before the Date of Admission, you shall pay us a sum equivalent to the charges due up to the end of the calendar month from the Date of Admission calculated by dividing the weekly fee shown in the Admission Agreement by 7 (seven) and multiplying by number of days remaining in the month.

9.3 On and from the Date of Admission you shall pay us the Long Stay Fees monthly in advance using the method of payment set out in the Admission Agreement. We will submit invoices to you for the Long Stay Fees on the second week of the calendar month immediately preceding the calendar month to which the Long Stay Fees relate. Each invoice must be paid before the first day of the calendar month immediately following the invoice date.

9.4 The Long Stay Fees shall be calculated by either: dividing the weekly fee set out on the Admission Agreement by 7 and multiplying it by 365 (or 366 when the relevant year is a leap year) then dividing the result by 12; or dividing the weekly fee set out on the Admission Agreement by 7 and multiplying the result by the number of days in the relevant calendar month.

9.5 Subject to clause 9.7 and 9.8, we shall be entitled to review and increase the Long Stay Fees at any time, but only once in any 12-month period.

9.6 In addition to the rights set out in clause 9.5, we shall also be entitled to increase the Long Stay Fees in any of the following circumstances:

9.6.1 to reflect a change in relevant laws, codes of practice, registration and regulatory requirements;

- 9.6.2 if, following a review of the Resident's care needs, we reasonably believe that the Resident's assessed care needs have changed from the Date of Admission or from the date of the previous annual fee review; and
- 9.6.3 where a Resident's care requirements increase significantly and unexpectedly, meaning that we need to provide a Resident with additional care or facilities at short notice.
- 9.7 If we increase the Long Stay Fees under clause 9.5, clause 9.6.1 or clause 9.6.2, we shall give you at least 1 (one) month's notice of any increase in the Long Stay Fees together with a statement of the reasons for any such increase. You may cancel the Agreement without penalty and within 30 days of the Care Home issuing the increase notice, by providing us with 1 (one) month's notice if the increased Long Stay Fees are unacceptable. Up to the date of cancellation, you will pay the Long Stay Fees you paid prior to the review date. The provisions of clause 4.6 shall apply to Services paid for in advance.
- 9.8 If we increase the Long Stay Fees under clause 9.6.3, we will consult with you and provide at least seven (7) days' notice of any increase in the Long Stay Fees together with a statement of the reasons for any such increase. If you do not wish to continue with the Long Stay Agreement, you may cancel the Agreement within seven (7) days of the Care Home issuing the Fee increase notice by providing us with written notice and in this case you will have twenty eight (28) days from the date you notify us, to move out of the Care Home. From the date that you serve notice to us until the date that you vacate the Care Home, you will pay the previously agreed Long Stay Fees.
- 9.9 If, you have not provided written notice to the Care Home of your intention to vacate the Care Home, we will deem this to be acceptance of the increased Long Stay Fees and the increased fee will become payable from the date falling immediately after the expiry of such seven (7) day period.

10 TRIAL PERIOD

- 10.1 The provisions of this clause 10 shall apply to Long Stay Residents only.
- 10.2 The Trial Period will start on the Date of Admission and will last for a period of 1 (one) month (the "**Trial Period**"). The Trial Period is regarded as an opportunity for the Resident, you (where you are not the Resident) and us to assess the Resident's long-term compatibility at the Care Home.
- 10.3 At any time during the Trial Period, the Resident, you (where you are not the Resident) and/or us may cancel this Agreement without penalty by giving reasonable written notice of at least 7 (seven) days. The provisions of clause 4.6 shall apply to Services paid for in advance.

11 ABSENCE

- 11.1 The provisions of this clause 11 shall apply to Long Stay Residents only.
- 11.2 If the Resident is temporarily and unexpectedly absent from the Care Home for a period of 6 weeks or less, the Long Stay Fees will remain due but the Resident shall have the right to retain the Room and the Room will not be let to temporary residents during such period.
- 11.3 If the Resident's absence is longer than 6 weeks, we will use all reasonable endeavours to discuss this with you, the Resident or the Resident's next of kin where appropriate and following a request by you, the Resident or the Resident's next of kin we may exercise our rights to cancel the Agreement.

12 FUNDING STATUS

- 12.1 If the Resident's affairs are dealt with by the Court of Protection and/or a Deputy appointed by that court or if the payment of the Fees is dependent on the sale of the Resident's estate, we may agree to enter into an arrangement with you for the payment of the Fees. We recommend seeking independent legal advice before an arrangement is entered into.
- 12.2 You must inform the Home Manager of any actual or proposed change to the Resident's funding status at least 6 (six) months before the Resident's funding status is scheduled or likely to change.
- 12.3 Where you, the Resident or a third party contributor becomes aware that the Resident's available assets or in the case of a third party contributor their own assets, total less than 1 (one) year's worth of weekly or monthly Fees, they must contact the Home Manager to discuss their options with regard to future payment.

13 OUR RIGHTS TO END THE AGREEMENT

- 13.1 If we end the Agreement in the circumstances set out below it will not affect our right to receive any money we are owed from you. We can cancel the Agreement immediately in the following circumstances, if:
- 13.1.1 you do not pay us when you are supposed to and we have given you reasonable prior warning that your payment(s) are overdue. This does not affect our right to charge you interest under clause 5.1;
- 13.1.2 if your belongings have been taken away from you to pay off your debts or a bankruptcy order has made against you; or

13.1.3 you commit a serious breach of this Agreement and you do not correct the situation within 1 (one) month of being asked by us to do so (provided that the breach is capable of being corrected).

13.2 The provisions of clause 13.2 will apply to Long Stay Residents only. After the expiry of the Trial Period we can cancel this Agreement by providing you (if you are not the Resident), the Resident and the Resident's next of kin (if necessary) with:

13.2.1 at least 1 (one) month's notice if following a review of the Resident's care needs we are unable (in our reasonable opinion) to provide the level of care required as the Resident's care needs have changed and/or we do not have the resources or expertise to continue to adequately meet the Resident's care needs;

13.2.2 at least 1 (one) month's notice if we plan to close all or part of the Care Home;
or

13.2.3 at least 48 (forty-eight) hours' notice following a review of the Resident's behaviour if we determine (in our reasonable opinion) that the Resident's behaviour is an immediate danger and/or sufficiently detrimental to the welfare of other residents and the safe and peaceful enjoyment of the Care Home by other residents (or to the conduct of the Care Home) to justify such action provided we have used all reasonable endeavours to manage the Resident's behaviour and have reasonably concluded that we do not have the resources or expertise to continue to manage the Resident's behaviour,

where we exercise our rights under this clause 13.2, we will discuss the outcome of the review meeting with you (if you are not the Resident), the Resident and the Resident's next of kin (if necessary) with a view to finding alternative accommodation for the Resident. The provisions of clause 4.6 shall apply to Services paid for in advance.

13.3 If the Resident is a Long Stay Resident, we may cancel this Agreement at any time by providing 1 (one) month's notice to you (if you are not the Resident), the Resident and the Resident's next of kin (if necessary) after the expiry of the Trial Period.

14 YOUR RIGHTS TO END THE AGREEMENT

14.1 If the Resident is a Long Stay Resident, you (if you are not the Resident) or the Resident may cancel the Agreement at any time by providing us with 1 (one) month's notice after the expiry of the Trial Period.

14.2 You (if you are not the Resident) or the Resident may cancel the Agreement immediately by providing us with written notice if:

- 14.2.1 we commit a serious breach of this Agreement and we do not correct the situation within 1 (one) month of you asking us to (provided that the breach is capable of being corrected);
 - 14.2.2 we are unable to pay our debts (within the meaning of section 123 of the Insolvency Act 1986) or we become insolvent or an order is made or a resolution passed for our administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of our assets or we enter into any composition or arrangement with our creditors generally or any analogous event occurs in any applicable jurisdiction;
 - 14.2.3 the Care Home closes; or
 - 14.2.4 our registration as a service provider with the Care Quality Commission is withdrawn or lapses.
- 14.3 Notice of termination shall be given to us either in person (to the Home Manager at the Care Home) or by post addressed to the Care Home and we will confirm such cancellation in writing to you. The provisions of clause 4.6 shall apply to Services paid for in advance.
- 14.4 If you (if you are not the Resident) or the Resident cancels the Agreement otherwise than in accordance with these provisions, we may be entitled to claim damages in accordance with the law (including any direct losses suffered by us due to your wrongful cancellation).

15 CONSEQUENCES OF ENDING THE AGREEMENT

- 15.1 All amounts lawfully due to us (including interest payable under clause 5.1) on the date of cancellation which have not yet been paid must be paid on the cancellation date.

16 DEATH

- 16.1 In the event of the Resident's death the Agreement will be cancelled within 3 days from the date of the Resident's death.
- 16.2 From the date of the Resident's death, we would expect the Room to be cleared of all personal belongings within 3 days. However, if you are unable to do so, please inform the Home Manager at the Care Home and arrangements can be made for us to vacate the Room of the Resident's personal belongings.
- 16.3 We may charge a daily rate for the period of up to 10 days from the date of the Resident's death where the presence of the Resident's Property is preventing the Room being used and/or prepared for occupation for another resident.
- 16.4 Any unpaid or outstanding fees remain due from you or the Resident's estate (if applicable) from the date of death including any medical or other expenses reasonably

incurred by us in relation to the death of the Resident (for example storage costs). The provisions of clause 4.6 shall apply to Services paid for in advance and such sums shall be paid to you on or before the last day of the calendar month immediately following the month of the Resident's death.

- 16.5 You must comply with the provisions of clause 17 below for removal of the Resident's Property.

17 REMOVAL OF RESIDENT'S PROPERTY

- 17.1 If the Resident's Property remains in the Room following the cancellation of this Agreement and is preventing the Room being used and/or prepared for the occupation of another resident, we shall be entitled to charge a daily rate for up to 10 days from the date of cancellation.
- 17.2 If the Resident's Property remains in the Room after expiry of the 10 day period in clauses 16.3 or 17.1 above (as applicable), we shall be entitled to store the Resident's Property at the Care Home and may give notice to the Resident or, in the event of their death, to you (if you are not the Resident) or a close family relative requesting the Resident's Property to be collected (the "Notice"). We shall be entitled to make a reasonable charge for such storage.
- 17.3 The Notice shall be given in writing to the Resident (or to you or a close family relative) and may be given either in person or by post.
- 17.4 The Notice shall give details of the Resident's Property, the address where the Resident's Property is held, that the Resident's Property must be collected and specify any charges due to us up to the date of the Notice.
- 17.5 The Notice will be deemed to be received by the addressee either 2 days after posting or immediately if delivered in person.
- 17.6 If the Resident's Property is not removed within 10 days from the date on which the Notice was received, we shall be entitled to arrange for the Resident's Property to be stored at a secure location if there is insufficient space in the Care Home. We shall be entitled to make a charge for storage if the Resident's Property has to be stored elsewhere from the date of the Notice.
- 17.7 After a period of 1 (one) month from the date of the Notice, if the Resident's Property has not been removed from the Care Home or other secure location we shall be entitled to either: dispose, re-use or sell the Resident's Property. If the Resident's Property is to be sold we shall adopt the best method of sale reasonably available. We shall deduct our reasonable costs, including third party costs and any outstanding fees and charges from the proceeds. Any surplus received by us from the sale of the Resident's Property shall be paid to the addressee of the Notice (or such other person as directed) once we are in receipt of cleared funds. If the Resident's Property is re-

used in the Care Home or disposed of, we shall issue the addressee of the Notice with an invoice for all charges associated with such disposal or re-use (if any) and for any outstanding fees and charges. Such sums shall be payable with 1 (one) month from the date of the invoice.

17.8 If we take reasonable steps to trace the Resident (or in the event of their death you or a close family relative) and have failed to trace or communicate with such persons we shall be entitled to treat the Resident's Property in accordance with clause 17.7 above as if 1 (one) month had elapsed since the date of the Notice and shall be entitled to retain any surplus from the sale of the Resident's Property or pay the surplus to charity.

17.9 This clause 17 does not apply to the Resident's Property that has clearly been abandoned; we reserve the right to dispose of such property straight away.

18 TOP UP AND THIRD PARTY PAYMENTS

18.1 If the Resident's Local Authority, the National Health Service and/or other body has agreed to part-pay the Resident's Fees and a third party contribution is required to meet the total Fees payable to us, the third party who will make the contributions will be required to enter into a legally binding agreement with us.

19 DEFERRED PAYMENT SCHEME

19.1 If any Fees are unpaid for a period of 1 (one) month after their due date, we require the Resident or you (where you are not the Resident) to provide in writing to the Home Manager details of the Resident's/ or your financial position together with supporting documents. This includes but is not limited to; bank statements, property valuations and evidence of income. Should you or the Resident wish to seek assistance with the outstanding Fees then we may, if in our absolute discretion we consider appropriate, offer assistance via our deferred payment scheme. We are under no obligation to provide such assistance and this scheme is awarded at our absolute discretion.

20 MEDICAL CARE

20.1 From the Date of Admission the Resident must be registered with a General Practitioner ("GP"). The Resident is permitted to remain with their GP or another GP of their choice (if the GP is willing to visit the Care Home). If the Resident's GP is unwilling to provide free visits to the Care Home we can recommend an appropriate GP practice.

20.2 If the Resident becomes ill during the provision of the Services and we determine that the nature or severity of the Resident's illness means we cannot provide the level of care required, the Home Manager may refer the Resident to the National Health Service following consultation with the Resident (where possible). We will use all reasonable

endeavours, to contact you (if you are not the Resident) or the Resident's next of kin to discuss what arrangements should be made in respect of the Resident. In an emergency you acknowledge that we are authorised to make such arrangements as are considered appropriate and necessary for the hospitalisation and medical care of the Resident.

20.3 Nothing in this Agreement shall restrict the Resident's entitlement to access and receive the services provided by the National Health Service or specialist medical, nursing, dental, pharmaceutical, chiropody and therapeutic services from hospitals and community health services.

21 MEDICATION

21.1 Before Admission, you or the Resident (as appropriate) are required to provide details of all medications and treatment creams used by the Resident to the Home Manager.

21.2 We are under a duty to ensure the safe administration of medicines. If the Resident elects to retain and administer their own medication and treatment creams then we will undertake an assessment of the Resident's capability to administer such medication and/ or treatment creams before Admission. If the assessment indicates that self-medication is appropriate, the Resident will be asked to sign an agreement recording that decision which will be placed in the Resident's file. We will review the Resident's capability to self-administer such medication and/or treatment creams on an ongoing basis. Such medication must be kept in a secure lockable place which suitably trained, designated care staff at the Care Home may have access to with the Resident's permission except in the case of emergencies.

21.3 If the Resident does not elect to retain and administer their own medication and treatment creams or our assessment indicates that the Resident is not capable of retaining and administering their own medication and treatment creams, we will manage and dispense all the Resident's prescribed medications and treatment creams.

21.4 We accept no liability where we have followed medical advice, unless we have been negligent, fraudulent or have breached this Agreement in connection with following such medical advice.

21.5 We will act in accordance with relevant statutory requirements governing the health and safety of the Resident.

22 RIGHTS OF RESIDENCY

22.1 No tenancy of any kind is intended to be created in respect of the Room and the control of the Room occupied by the Resident shall remain with us. The Resident is permitted access to the common areas of the Care Home during their time at the Care Home. Access to such common areas will only be refused where it is in the best interests of the

Resident, our staff or other residents (for example, where a common area is being cleaned, maintained or refurbished.)

22.2 We shall consult with you and provide you with 1 (one) month's notice of any proposed changes to or of the Room and the reason for such change. If you object to such changes you may cancel the Agreement without penalty by providing 1 (one) month's notice. The provisions of clause 4.6 shall apply to Services paid for in advance.

22.3 We may access the Room without notice in the event of an emergency (for example, if we reasonably believe such access is required for the Resident's safety).

22.4 We may charge you for any damage caused by the Resident to the Room (including but not limited to damage to the décor, fixtures or fittings). This does not include fair wear and tear.

23 INSURANCE

23.1 You/the Resident agree to be responsible for insuring to the full replacement value all personal furniture, Valuables and other personal effects of the Resident. We shall not be responsible in any way for any items or Valuables, including but not limited to, cash, credit cards, cheques, certificates, bonds, deeds, documents, jewellery or personal effects of the Resident unless we have been negligent or fraudulent or have breached this Agreement in respect of the Resident's belongings.

23.2 Our insurance policy covers sums deposited by the Resident for safekeeping at the Care Home up to a maximum of £200. If the Resident's personal effects are valued above this limit or if cover is required for other risks (such as fire or flood) any extra premium will be met by you and you must arrange adequate insurance. We are not obliged to compensate you or the Resident if our insurance policy does not cover such loss.

24 PERSONAL ITEMS AND VALUABLES

24.1 The Resident is provided with lockable storage facilities in their Room, however You and the Resident should consider whether it is appropriate to bring personal items and Valuables into the Care Home.

24.2 Upon the Date of Admission, you or the Resident must provide a completed inventory of the Resident's Property. The inventory must detail all items owned by or under the control of the Resident at the Date of Admission, and must be kept up to date. We will provide reasonable assistance to the Resident in maintaining this inventory if such assistance is requested.

24.3 The Resident shall take all reasonable and necessary security precautions/measures to protect such Valuables and other personal items from theft, damage, loss or destruction.

- 24.4 The Resident is permitted to bring personal items of furniture, pictures or other items to the Care Home (with prior approval from the Home Manager which will not be unreasonably withheld), provided we have carried out a reasonable inspection of the condition of such items including whether any defects are apparent that are liable to render the item a fire hazard and/or unsafe for our staff or other residents. We shall not pay any transportation or delivery costs for such items, Valuables or other personal effects to be delivered to the Care Home and/or Room. These costs must be met by you.
- 24.5 We do not permit the Resident to use any personal electrical items (being items which are not our property) until such items have been inspected by an appointed member of staff at the Care Home. Such appliances shall be required to undergo a safety examination by a competent person which shall be paid for by us.
- 24.6 We agree to provide a laundry service for the Resident's personal belongings (at the Care Home) which are machine washable (but not including professional dry cleaning or hand washing of any item unless paid for as an Additional Service). Clothing must be clearly marked with the Resident's name by means of woven tape names or name buttons. We shall not be held liable for losses or damage to items of clothing damaged in the normal process of laundering unless we have been negligent in providing the laundry service.
- 24.7 We shall not be held liable for any loss of, or damage to, any Valuables within the Care Home.

25 GIFTS AND THE SIGNING OF LEGAL DOCUMENTS

- 25.1 We and/or any of our employees or staff are not permitted to accept gifts from the Resident or relatives of the Resident or to sign as a witness any legal documentation which relates to a Resident or relatives of the Resident.

26 SMOKING

- 26.1 Smoking will only be permitted in designated external smoking areas with the prior approval of the Home Manager to ensure the comfort and safety of other residents.

27 PERSONAL FINANCES

- 27.1 The Resident is encouraged to handle their personal affairs for as long as they wish.
- 27.2 Where the Resident does not wish to handle their personal financial affairs and/or lacks capacity to handle their personal financial affairs, we will provide you (if you are not the Resident), the Resident or the Resident's next of kin (if necessary) with details

of how to contact an external agency to assist with the administration of the Resident's financial affairs.

- 27.3 We do not have the expertise to advise the Resident on their personal financial affairs and we cannot accept liability unless we have been negligent, fraudulent or have breached this Agreement in connection with the Resident's financial affairs.

28 PROFESSIONAL ADVICE

- 28.1 We will provide details to you (if you are not the Resident), the Resident or the Resident's next of kin (if necessary) of how to contact financial and legal advisors, legal agencies and/or other external agencies to assist the Resident with their personal affairs.
- 28.2 We do not have the expertise to advise the Resident on their legal rights and we cannot accept liability unless we have been negligent, fraudulent or have breached this Agreement.

29 VISITING TIMES

- 29.1 Visits by relatives and friends to the Resident at the Care Home are encouraged and visiting times are unrestricted.
- 29.2 Where the Resident's visitors are expected to arrive at the Care Home between 10pm and 9am this should be notified to the Home Manager prior to the visit.
- 29.3 All visitors are required to sign in and out of the designated visitor's book when visiting the Care Home to enable us to comply with our regulatory requirements.
- 29.4 All visitors of the Resident must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the Care Home by other residents. Access will only be refused at the request of the Resident or where we reasonably determine that it is in the best interests of the Resident or the other residents of the Care Home to refuse access.

30 PETS

- 30.1 If the Home Manager provides his/her written consent prior to the Date of Admission, the Resident may bring an animal into the Care Home. The Resident shall be responsible for caring for, and all costs associated with the presence of such animal at the Care Home. Consent may be withdrawn by the Home Manager on review if in the Home Manager's view the animal is disturbing the peaceful enjoyment of the Care Home by other residents or the Resident is not able to be responsible for the animal's care.

31 INFORMATION ABOUT US AND HOW TO CONTACT US

31.1 If you have any questions or if you have any complaints, please contact us. You can contact us by e-mailing us at info@tlcgroup.co.uk or by visiting the Home Manager in person at the Care Home.

31.2 If you wish to contact us in writing, or if any clause in this Booklet requires you to give us notice in writing (for example, to cancel the Agreement), you can send this to us by e-mail, by hand, or by post to TLC Group Limited, 36 Railway Approach, Harrow, Middlesex HA3 5AA. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address you provide to us.

32 COMPLAINTS PROCEDURE

32.1 We strive to provide a high-quality service to the Resident and require the Resident's and your input to ensure that an appropriate level of customer satisfaction is achieved. We welcome comments, both positive and negative, regarding the Services.

32.2 If you, the Resident or any other person would like to make a complaint, the complaint should be made in accordance with our Negative Feedback policy to ensure we fully consider your grievance. Our Negative Feedback procedure is displayed within the Care Home and a copy is included as part of the welcome pack provided on the Date of Admission.

33 OUR LIABILITY TO YOU

33.1 If we fail to comply with the terms and conditions set out in this Booklet, we are responsible for the losses or damages you suffer that are foreseeable as result of our breach of the Agreement, or our negligence, but we are not responsible for any losses that are not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach of the Agreement or it was contemplated by you or us at the time this Agreement was entered into.

33.2 We do not exclude or limit liability for:

33.2.1 death or personal injury caused by our negligence, the negligence of our employees, agents or subcontractors or due to a breach of statutory duty; or

33.2.2 fraud or fraudulent misrepresentation.

34 ACTIVITIES

- 34.1 We shall not be liable for any losses suffered by the Resident during outings or similar activities conducted outside the Care Home unless we have been negligent or have breached any duty we may owe to the Resident (either arising under this Booklet or by virtue of any other duty imposed or implied by law).
- 34.2 The Resident is required to observe and comply with the rules and regulations of the Care Home which shall be made available for inspection prior to the Date of Admission and as requested. We shall be entitled to make fair and reasonable modifications to the rules and regulations provided that you and the Resident are consulted and given 1 (one) month's notice of any modifications. If you/the Resident object to such modifications you may cancel the Agreement without penalty by providing 1 (one) month's notice.

35 CLINICAL GOVERNANCE

- 35.1 We shall maintain an internal quality assurance system.

36 EQUAL OPPORTUNITIES

- 36.1 We support the principle of equal opportunities and oppose all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, sex, marital status, religion, sexual orientation or disability.

37 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 37.1 You have seen and read the Privacy Policy at Appendix A and agree to your data being used in accordance with that policy. In particular you acknowledge that:

37.1.1 We will be holding sensitive personal data about you including information about your health and personal history;

37.1.2 You expressly agree to such information being held and used in accordance with the Privacy Policy.

- 37.2 You will, before taking up residence at the Care Home, provide information to us on the state of your health, any special dietary requirements, any treatment required, the name of your medical advisor and complete all necessary consent forms. All information will be kept strictly confidential in accordance with the General Data Protection Regulation 2016 (as such legislation may be amended or replaced from time to time) and shall only be used by us for the purposes of providing services to you.

37.3 If our business is sold or integrated with another business, the Resident's details may be disclosed to our advisors where necessary and to any prospective purchaser and their advisors and will be passed on to the new owners of the business.

37.4 If any of the information that the Resident or any other person provides to us changes, you, the Resident or any other person liable for the Fees must let us know the correct details by writing to the Home Manager.

38 MOBILITY OF RESIDENT

38.1 Where the Resident has capacity to make their own decisions in relation to their movements, they are free to journey out alone at any time. We cannot accept responsibility for a Resident's safety away from the Care Home if the Resident leaves the Care Home and is not accompanied by a member of staff of the Care Home, unless we have been negligent or have breached any duty owed to the Resident (either arising under this Agreement or by virtue of any other duty imposed or implied by law).

39 FIRE PRECAUTIONS

39.1 The Resident, staff and all visitors to the Care Home are required to comply with the Care Home's fire safety policy. This is displayed in the Manager's office, available to staff on their learning portal and a copy can be provided on request.

39.2 The Resident should, as far as reasonably possible, make sure they are familiar with our instructions about what to do in the event of fire including the location of the nearest fire exit and alternative ways of leaving the Care Home in an emergency.

40 EVENTS OUTSIDE OUR CONTROL

40.1 We will not be liable or responsible for any delay or failure to perform our obligations under the Agreement (and the time for performance shall be extended or suspended accordingly) if such delay or failure is caused by a Force Majeure event.

40.2 If a Force Majeure event takes place that affects our ability to perform the Agreement:

40.2.1 we will contact you (where you are not the Resident), the Resident and the Resident's next of kin (if required) as soon as reasonably possible;

40.2.2 our obligations under the Agreement will be suspended to the extent necessary and in accordance with our business continuity plan; and

40.2.3 you will not be obliged to pay the Fees for services not provided during the period of suspension.

40.3 Where the Force Majeure event affects our performance of the Services, we will restart performance as soon as reasonably possible after the Force Majeure event is resolved.

40.4 Either you (where you are not the Resident), the Resident or us may terminate the Agreement, by providing written notice, if a Force Majeure event continues for longer than 1 (one) month. The provisions of clause 4.6 shall apply to Services paid for in advance.

41 THE ROOM

41.1 We acknowledge that the Room is the Resident's personal space. We expect the Resident, as far as reasonably possible taking into account the Resident's capabilities and care needs, to maintain the Room in a clean and tidy manner.

41.2 If the Resident wishes to make any alterations to the décor of the room, they must contact the Maintenance Manager who will facilitate all reasonable requests.

41.3 You shall be responsible for all damage to the Room (excluding fair wear and tear) caused by the Resident unless we have been negligent, failed to adequately assess the Resident's care needs or have breached any duty owed to the Resident (either arising under this Agreement or by virtue of any other duty imposed or implied by law). You shall pay to us any costs, fees or expenses that we incur correcting the damage caused within 1 (one) month of our request for payment.

42 TELEPHONES

42.1 We shall provide a landline telephone in the Room for use by the Resident where a landline telephone is available at the Care Home. The Resident shall be responsible for all charges arising in connection with the use of such landline telephone.

43 SHOPPING

43.1 Where we provide a convenience store at the Care Home, you may choose to pay a deposit to us of £200 on or before the Date of Admission to be held as deposit against purchases made by the Resident in the convenience store.

43.2 You may choose not to pay a deposit under clause 43.1. If you choose not to pay a deposit under clause 43.1, the Resident or you (if you are not the Resident) shall be responsible for paying all amounts due to us in respect of the Resident's purchases from the convenience store.

43.3 If the Resident purchases any items from the convenience store and a deposit has been paid to us in accordance with clause 43.1, we will be entitled to apply the deposit against such purchase.

43.4 If the Resident spends more than the balance of the deposit held under clause 43.1 in the convenience store, the Resident or you (if you are not the Resident) shall be responsible for paying all amounts due to us in respect of the Resident's purchases from the convenience store in excess of the deposit held within 1 month of our request for payment.

43.5 The deposit (or balance thereof) shall be refunded to you on or before the last day of the calendar month immediately following the date of termination or cancellation of this Agreement or the death of the Resident.

44 OTHER IMPORTANT TERMS

44.1 We may transfer our rights and obligations under this Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Agreement. If you object to such a transfer you can cancel the Agreement by providing us with 1 month's notice. The provisions of clause 4.6 shall apply to Services paid for in advance.

44.2 You may only transfer your rights or obligations under the Agreement to another person if we agree in writing. This authority will not be refused without good reason.

44.3 With the exception of the Resident, this Agreement cannot be enforced by any third party and all third party rights are expressly excluded.

44.4 Each of the clauses of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

44.5 If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

44.6 The agreement is governed by English law. You and us agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

44.7 We can change or add to these terms and conditions for legal or regulatory reasons. We will give you 1 (one) month's notice of any such changes and if the changes are unacceptable, you may cancel the Agreement without penalty by providing us with 1 (one) month's notice. The provisions of clause 4.6 shall apply to Services paid for in advance.

*New / Amended / Cancel Standing Order Mandate

Please fill in the whole form using a ball point pen and send it to:

Rockley Dene Homes Ltd
36 Railway Approach
Harrow
Middlesex
HA3 5AA

Name and full postal address of your Bank or Building Society

To: The Manager of		Account number:		
Address:		Reference no: (if applies)		
Postcode:		Sort code:		
		Name of Account holders:		
		1.		
		2.		
Reference to be quoted:	1st payment:	Amount of payment:	Amount of payments in words:	Date of 1st payment:
	And then every _____ week(s)/month until further notice			

SIGNATURE OF ACCOUNT HOLDER(S): 1. _____

2. _____

Account to be credited:
Cambridge Manor Care Home

Branch:
Natwest Bank Plc
10 St. Peter's Street
St. Albans, Herts, AL1 3LY

Sort Code Number:	ACCOUNT NUMBER							
60-18-11	1	7	2	6	5	4	5	2



This cancels any previous instructions.



Please complete the form overleaf, tear and return the form to TLC Care

Rockley Dene Homes Ltd, 36 Railway Approach, Harrow, Middlesex HA3 5AA



Resident's/Third Party Admission Agreement



Contract No:

Copy: **White**- Head Office **Pink** - Care Home **Yellow** - Resident

This Agreement sets out the terms and conditions which apply to the admission of the Resident made between (1) Resident (2) Company and (3) Guarantor (if any) conditions set out in the attached booklet 'Resident's Terms and Conditions,' dated October 2019 (the 'Booklet') form part of this Agreement.

1. Resident's Name _____

MR/MRS/MISS/MS/DR/REV/Other: _____

Date of Birth: _____

National Insurance No: _____

2. Name & Address (of the person responsible for paying the fees stated below): _____

_____ Post Code: _____

Tel No: _____ Mobile: _____ Email: _____

3. The Company: **Rockley Dene Homes Ltd** Company Registration Number: **02108777**

4. Home Name: **Cambridge Manor Care Home** Registered with: **Care Quality Commission**

5. Date of Admission of Commencement: _____

6. Room No: _____

7. Type of care:

Nursing Residential

8. Duration of stay:

Long Stay (more than twenty eight (28) days)

Short Stay (complete below)

Day/Nights: Date of Departure: _____

Liability of Fund Sources (weekly fees, where applicable):

9. Resident Contribution £ _____

3rd Party Contribution £ _____

LA Funding £ _____

CCG Funding £ _____

Weekly Fees (excluding FNC) £ _____

FNC (If applicable see section 7.1) £ _____

Total Weekly Fee £ _____

10. Invoices will be raised monthly in advance and payment will be taken by standing order on the 1st of each month

11. Fee Reviews (Please see section 9.5)

12. Method of payment: Standing Order

Payment terms: In Advance

13. Chargeable items will be invoiced monthly and are payable on presentation of the invoice by the Resident/ Guarantor/ Third Party

Chargeable	Tick applicable	Chargeable	Tick applicable
Additional one to one	✓	Physiotherapy	✓
Chiropody	✓	Hairdressing	✓
Dental requirements (not within NHS provisions)	✓	Newspapers	✓
Optical requirements (not within NHS provisions)	✓	Personal Dry Cleaning	✓
Pharmaceutical	✓	Staff Escorts to Hospital	✓
Taxis and other transportation	✓	Other (to be specified)	✓

14. I confirm that I have received a copy of the Booklet which forms part of this Agreement and agree to the terms and conditions and those contained in the Booklet. I undertake to pay such sums properly due to the Company on the due date and to observe such terms and conditions. Where I am not the Resident I will use my reasonable endeavours to ensure that the Resident observes such terms and conditions.

Signed as a deed: _____

(Resident or other person responsible for payment of fees/chargeable items)

Full Name & Address _____

PostCode: _____

Tel No: _____ Mobile _____

Witness Signature: _____

Full Name & Address: _____

PostCode: _____

15. BY ENTERING INTO THIS DEED OF GUARANTEE YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE RESIDENT. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS DEED OF GUARANTEE

I hereby guarantee to Rockley Dene Homes Ltd that all monies, debts and liabilities due from the Resident to Rockley Dene Homes Ltd shall be paid as they fall due and that if they are not I shall make due and punctual payment to Rockley Dene Homes Ltd on demand of all such sums. I also further agree as principal obligor to indemnify and keep indemnified Rockley Dene Homes Ltd in full and on demand from and against all losses, costs and expenses of Rockley Dene Homes Ltd arising out of any failure of the Resident to pay all sums due under the terms and conditions of the above Agreement, a copy of which I have received and agree to.

Signature as a deed (Guarantor) _____

Full Name & Address: _____

Post code _____

Tel No: _____ Mobile _____

In the presence of (Witness): _____

Full Name & Address _____

Post code _____

16. Executed as a deed by Rockley Dene Homes Ltd

Acting by: _____ (Name and signature of Company Representative)

Full Name: _____

And: _____ (Name and signature of Company Representative)

Full Name: _____

Date of Agreement ____/____/____



www.tlccare.co.uk

TLC Group Ltd
36 Railway Approach
Harrow
HA3 5AA

(0)20 8863 4637
info@tlcgroup.co.uk