

TERMS AND CONDITIONS

Provision of Accommodation and Care Services

Sutherlands

East Anglia Care Home Ltd

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SECTION A

AGREEMENT GUIDE AND KEY TERMS

We recognise that moving into a care home is a significant decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. We will be entering into an agreement in which both parties will have rights and obligations. In our terms and conditions we have attempted to set out in plain English those rights and obligations.

You will have been provided with our 'Key Information' and 'Further Information' fact sheets which sets out information that we consider it is important to share with you to assist you making an informed decision about whether you want to move into our care home. These Terms and Conditions include and expand upon the information set out in those fact sheets.

The Terms and Conditions form part of this Agreement. By signing the Agreement you are entering a legal Agreement. We therefore advise that you review the Agreement and Terms and Conditions carefully and seek independent legal advice should any issue be unclear.

KEY TERMS

In the Terms and Conditions we have highlighted in blue the "Key Terms". We draw your specific attention to the following key terms and advise that you consider these carefully. Please note the following points are a summary only and you are referred to the full Terms and Conditions.

TRIAL PERIOD: (Clause 5) You are entitled to a trial period for 28 days or longer if agreed with the manager in writing. During this period you may terminate your placement on 7 days' notice.

FEES and FEE REVIEWS: (Clauses 6 – 8) The fee payable is set out in Appendix 1 and the Care Home Agreement. Our range of fees is set out in the Key Information fact sheet. Fees are payable 4 weeks in advance. The services covered by the fees include standard care, accommodation, food, laundry, utilities and a range of activities. We are able to provide additional services which are charged at cost. Staff escorts to appointments are additional services and charged at cost. Payments towards your fees made by any other funding body (Local Authority/NHS) will be deducted from the amount you are required to pay. However, you remain liable for the total fee. If your needs change and you require a higher level of care the fees may increase. Fees are reviewed annually or if there is a change in your needs or if there is a significant legislative change that impacts upon our costs. We will provide you with 28 days' written notice of an annual fee increase.

CHANGES IN FUNDING ARRANGEMENTS: (Clause 9) If you become eligible to receive state assistance towards the cost of your fees or indeed in full payment of your fees, the amount/contribution you receive may not meet the whole amount of our fee and you or a family member may be required to meet the shortfall. If you are unwilling or unable to meet the shortfall we may have to terminate the placement.

GUARANTOR: (Clause 9) At our discretion we may require that someone acts as a guarantor. The guarantor will be required to enter into a formal agreement in which they guarantee to pay our fees should you fail to do so. If the guarantor is unable/unwilling to pay on the event of your default we may have to commence court proceedings to recover the sums due and further we may have to terminate this agreement.

THIRD PARTY TOP UP AGREEMENT: (Clause 9) If you become eligible for local authority funded assistance the amount that the local authority pays to us may not meet our total fees. If this is the case we shall require that a third person, (usually a family member) agrees to pay a top up fee. A formal agreement will be entered into usually between the third party and the local authority. The third party should be aware that they will be liable to pay this fee throughout the period of your residency whilst your fees continue to be paid by the local authority. Default by the third party may result in you having to leave the Home.

TOP UP AGREEMENT: (Clause 9) If you become eligible for NHS Continuing Healthcare Funding, all of your healthcare and social care needs will be met by the NHS. The CHC fees pay for the care and accommodation to meet your assessed care needs. Our homes are of a higher standard of accommodation than required to meet your assessed needs you and the fees paid by the NHS may not meet our fees. In this case you will be required to pay the difference.

TERMINATION: (Clause 10) Either party may terminate this agreement on 28 day's notice. Shorter notice of termination can be given by us if; you fail to pay sums due under the Agreement, we are unable to meet your needs or if your behaviour or the behaviour of a relative or visitor places you, other residents or our staff at risk of harm.

DEPOSIT: (Clause 11) On admission to the Home you will be required to pay a security deposit equal to four weeks fees. The deposit will be retained in a separate bank account. Any sums owing to the Company on termination of the Agreement will be deducted from the deposit and the balance repaid to you.

INSURANCE: (Clause 12) The Company's insurance policy covers your personal effects to the value of £1000 (except cash). Each claim is subject to a £50 excess which will be paid by you.

TEMPORARY ABSCENCE: (Clause 18) If you are temporarily absent from the Home we will keep your room available for you. We will continue to charge our full fee. If your absence becomes prolonged (over 8 weeks) and you wish us to keep your room we will review our fee to see if we are able to offer a discounted. However, many of our costs; for example; staff, mortgage, utilities are fixed costs which will not reduce if you are absent from the Home.

COMPLAINTS: (Clause 20) If you are unhappy with any aspect of the service you have the right to complain. We have a robust complaints' process, the details of which are set out in our complaints policy. If you have cause to complain this will not affect your care and treatment and rights under the Agreement.

VARIATION: (Clause 22.5) We reserve the right to vary the Terms and the Condition of the Agreement in order to be able to deliver an effective and efficient service. If we vary the terms

we will always act reasonably. Variations will be made in writing and you will be given 4 weeks' notice.

LASTING POWER OF ATTORNEY: (Clause 21) If you no longer have mental capacity to manage your affairs you may need a representative to manage them on your behalf. Not having a Power of Attorney appointed can impact upon your ability to pay your fees and meet your obligations under this Agreement. We therefore strongly recommend that you arrange for the appointment of a Power of Attorney to manage your financial affairs in the event that you are no longer able to.

SECTION B

TERMS AND CONDITIONS

1. KEY TERMS AND DEFINITIONS

- 1.1. The Terms and Conditions contained in this document apply to the people we support. In this document, where we refer to 'we', 'us' or 'the **Company**' or to a similar expression, the reference is to the '**Company**' or '**Home**'.
- 1.2. References within this document to '**Client, your and yours**' are references to the person named within the Agreement who is to receive the accommodation, personal care and (where necessary) nursing care.
- 1.3. References within this document to '**week**' or '**weekly**' are references to the 7-day period commencing on a Saturday and ending on the following Friday (inclusive).
- 1.4. References within this document to '**Manager**', are references to the individual responsible for the overall running of the Home.
- 1.5. **Funded Nursing Care** is a contribution paid by the NHS to the cost of nursing care provided by a registered nurse.
- 1.6. **NHS continuing healthcare** is a free package of care for people who have a primary health need. Such care is provided to meet health and associated social care needs arising because of a disability, accident or illness. It is arranged and funded by the NHS. It is not means tested and is based on assessment of need following criteria set out in a National Framework. NHS continuing healthcare can be withdrawn if your assessed needs no longer meet the eligibility criteria.
- 1.7. **Local Authority Funding** is funding paid by the local authority to meet your assessed social care needs. Local Authority funding is means tested and eligibility will depend on each local authority's assessment criteria.
- 1.8. **Third-Party-Top-Up** refers to a payment made by a third party towards the costs of your care in order to meet the shortfall between what a local authority will pay and the fees charged.
- 1.9. **Guarantor** refers to an individual who enters into an agreement guaranteeing to pay your fees in the event that you fail to do so.

2. PHILOSOPHY OF CARE

- 2.1. The Company will try to provide a comfortable and happy home and hopes that its service users will enjoy living at the Home. The Company, the staff and management within the Home will do everything possible to respect service users' rights, particularly by observing the values of privacy, dignity, independence and choice which can be threatened by living in a communal environment and having to cope

with disabilities. The Company recognises that providing good care is a co-operative process and it will attempt to consult its service users and, where appropriate, their relatives, friends and representatives at all times and as fully as possible. This document should be read and interpreted in light of these principles.

2.2. The Company aims at all times to comply with the Fundamental Standards and regulatory requirements within the Home.

3. RIGHTS OF RESIDENCY/ROOM ALLOCATION

3.1. Residency in the Home does not constitute any tenancy nor an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. The person requiring support will be allocated a room on admission which they will occupy as a licensee only.

3.2. The Company would not normally ask a person to move from one room to another; however we reserve the right to relocate a person we support at any time to ensure we are able to deliver effective and efficient care services in line with assessed needs. The Company will undertake to provide a reasonable period of notice of such relocation and will discuss reasons with the person and their nominated representative unless there are exceptional circumstances which require an urgent move. If such a move is unacceptable to the person we support, then they have the right to terminate the Agreement with immediate effect without penalty.

3.3. The Company shall have, and requires, full, free and unrestricted access to the room in order, amongst other things, to provide the services referred to in this document.

4. HEALTH

4.1. On acceptance of their residence at the Home, a care plan will be prepared to outline the management of the Client's care. The Client (or where appropriate), their

appointed representative/relative(s)) will be invited to state what they want from their care and will be advised as to how we will endeavour to meet these objectives.

4.2. The Company will comprehensively assess and document the Client's health needs. Care will be provided in accordance with that assessment to ensure that the Client's needs are met including:

- Maintaining personal and oral hygiene
- Identify pressure sores or the risk of developing pressure sores and undertaking appropriate preventative action.
- Supporting clients with continence in accordance with their NHS continence assessment.
- Monitoring mental health.
- Providing appropriate opportunities for exercise and physical activities.
- Identifying and acting on any risk of falling.
- Regularly assessing and acting on your nutritional needs including monitoring weight gain or loss.
- Enabling the Client to register with a GP and dentist of their choice, subject to the GP and dentist's agreement.
- Facilitating access to specialist medical, nursing, dental, pharmaceutical, chiropody and therapeutic services, and hospital and community health care as required.
- Ensuring access to hearing tests and sight tests and to appropriate aids.
- Providing information and/or signposting for advice about entitlements to health care.
- Informing the Client's next of kin or representative of serious illness or death according to their expressed wish.

The above list is not exhaustive and the Company will discuss with the Client and their relatives their health needs and access to health care.

5. TRIAL PERIOD

5.1. The Client will be entitled to a trial period on first being admitted to the Home. This will be for a period of 28 days from the date of admission or for such other period as shall be agreed between the Manager and the Client.

5.2. Notice of one week will be required from either party to terminate the Agreement during this trial period.

5.3. All fees as prescribed in clause 6 are payable during this period.

6. FEES

6.1. The fees provided are set out in the Agreement and the Statement of Fees at Appendix 1.

6.2. Fees are payable from the date when we are informed by the Client (or on their behalf by their appointed representative/relative) that they wish to come to the Home and we hold a place for them unless otherwise agreed with the Manager in writing.

6.3. Unless otherwise provided for within this Agreement, all fees payable under this Agreement remain the liability of the Client.

Services Included in Basic Fee

6.4. Unless otherwise stated, the fees charged under this Agreement for the services provided hereunder include:

- staffing the Home on a 24-hour basis to provide a medium level of care and support services in accordance with the Client's assessed needs,
- accommodation,
- full board, including snacks
- cleaning of rooms,
- activity programmes,
- periodical decorating of the Client's room,
- the provision of professionally qualified nursing staff (where the Client is admitted as a nursing client or become eligible for nursing care)
- a reasonable choice of menus (including special diets),
- the laundering of bed linen and personal clothing not requiring dry cleaning.

Fees for Enhanced Care

6.5. Some Clients will at the time of admission or during the period of their residency require enhanced levels of care, for example one to one supervision or care. If enhanced care is required (including one to one care), an additional fee will be charged calculated on the basis of the enhanced level of care that is required.

6.6. If you have been assessed as requiring enhanced levels of care before admission our additional fees charged will be set out in the Statement of Fees.

6.7. If your needs change and you require enhanced levels of care we may vary your fee in order to meet this enhanced level of care. An assessment of need will be undertaken before your fees are varied.

6.8. We will use our reasonable endeavours to provide the Client with 7 days' notice in the event that enhanced levels of care are required. Enhanced levels of care will only be initiated without 7 days' notice by the Company in the event that this is required in order to protect the client, other residents or staff from the risk of harm. In this case we will give you prior notice of the increase in fees. If you do not wish to pay for the increase care you can terminate this Agreement without penalty with immediate effect.

Funded Nursing Care Contributions from the NHS

6.9. If you required nursing care, the CCG will undertake an assessment to see if you are eligible to receive Funded Nursing Care (FNC). FNC is a payment made to the individual towards the costs of nursing care provided by a registered general nurse. If the CCG has assessed that you are eligible for Funded Nursing Care (FNC) and agrees to pay this direct to the Home this will be deducted from the **total fee** set out in

Appendix 1 and you will be charged the net amount. The Client will however remain liable for the **Total Fee** in the event that FNC funding is withdrawn or if the CCG defaults on payment.

Payment of Fees

- 6.10. Fees are invoiced four-weekly in advance and are payable on presentation of the invoice.
- 6.11. If written notice to terminate this Agreement has been given by the Company or by the Client in accordance with the terms of this Agreement, then any fees paid in advance to the Company (insofar as those fees cover a period that is in excess of the required notice period) will be apportioned on a pro rata basis and reimbursed to the Client.
- 6.12. We ask that the fees are paid by Standing Order to avoid the additional administrative costs to us of processing and accounting for other payment methods.
- 6.13. Any amount due within the terms of this Agreement and not paid to the Company on its due date will bear interest from the due date to the date of actual payment at a rate of 8% above the base rate at the prevailing time. Interest due must be paid together with the amount of arrears in question.
- 6.14. The Company is entitled to recover all legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under the Agreement that are not paid in accordance with these terms and conditions.

7. FEE REVIEWS

- 7.1. The fees that the Company charge are calculated taking into account a number of factors. As an independent provider, in order to comply with regulations, we must ensure that we are financially viable. There are a significant number of external factors that influence our costs and consequently the fees that we charge. For example, the rates that the NHS pay nurses can impact upon the rates that we are required to pay in order to recruit the best staff, the amount the local authority and CCG pay for state funded residents can impact upon our revenue and the fees that we have to charge. The Company uses its reasonable endeavours to ensure the basis for any increase in fees charged is reasonable and transparent.
- 7.2. The Company will carry out a review of its fees annually, or more frequently if one of the events set out in clause 7.5 below should arise.
- 7.3. The Company's annual fee review takes place in January.

- 7.4. The Company's fee review increase will be based upon four elements:
- 7.4.1. The RPI of inflation.
We will increase the fee by an amount up to the preceding November's reported RPI rate of inflation.
 - 7.4.2. Staff Costs
We will take into account sector costs including increases in recruitment costs, wages, agency costs and other staff costs associated with legislative requirements (i.e. changes to minimum wage or pension contributions).
 - 7.4.3. Sector specific costs
We will take into account costs that are applied to the care sector including, increases to registration fees, additional costs of compliance with regulatory and legislative requirements.
 - 7.4.4. Local Authority and CCG Fee Rates
We will take into account our revenue received from residents who are in receipt of state funded care.
- 7.5. In addition to annual reviews the Company will carry out a review of its fees if one of the following situations arise:
- 7.5.1. There is a change in the Client's care needs;
 - 7.5.2. There is a change in any legal requirements to which the Company is subject and which will lead to an immediate increase in the Company's costs;
 - 7.5.3. There is an increase in the level of FNC paid by the CCG to reflect the increased costs in providing nursing care.
- 7.6. Save for where there is an urgent need to provide enhanced levels of care as set out in clause 6.5 above, the Company will notify the Client at least 4 weeks in advance of any increase in the Company's fees (insofar as this is practicable) or as soon as is reasonably practicable.
- 7.7. In circumstances where there is an urgent need to provide additional care immediately to avoid harm we will provide you with immediate notice of any fee increase the additional care will entail, if you do not agree with our decision we will

liaise with relevant independent professionals and provide you with the opportunity to leave without penalty when the fee increase takes effect.

8. ADDITIONAL SERVICES

8.1. The Additional Services listed below are not included within the fees and are available to residents at an extra charge. The details of these extra charges will be provided upon request and before the additional services are provided.

8.2. Any Additional Services must be paid directly by the client unless alternative arrangements have been made with the manager and agreed in writing.

- Professional hairdressing – by arrangement with the contracted hairdresser – at cost
- Personal Interest Magazines – at cost
- Personal copies of newspapers – at cost
- Dry Cleaning – at cost
- Incontinence Pads – the NHS provide a maximum of four incontinence pads per 24-hour period. Any additional pads are charged at cost.
- Alcoholic Beverages – at cost.
- Snacks – biscuits and non-alcoholic beverages are provided. Special additional requests - at cost.
- Confectionery – at cost
- Stationery – at cost.
- Basic Soaps and Toiletries (soaps, hair shampoo, bath foam, talcum powder and toothpaste/steradent tablets) are provided in the inclusive charge. Any special requests - at cost.
- Clothing, Shoes and Slippers – at cost.
- Staff Escorts – in the event that Clients require an escort for appointments or outings then the Company may, subject to availability, provide a member of staff as an escort at a charge of £20.00 per hour for the time spent away from the Home.
- Telephone – incoming calls are inclusive on the Home telephone. Outgoing calls on the Home's telephone line will attract charges as applicable from the provider – at cost
- Chiropody – by arrangement with the contracted chiropodist - at cost.
- Physiotherapy – physiotherapy needs are available through a general practitioner or separately at cost.
- Aromatherapy – at cost.
- Reflexology – at cost.

9. CHANGES TO FUNDING ARRANGEMENTS

Eligibility for Local Authority Funding

9.1. During the period of your residency circumstances may arise that lead to a change in the Funding Arrangements. If the Client is not eligible for Local Authority financial assistance at the time they enter into this Agreement, they may become eligible in the future. It is therefore important that the Client is aware of the criteria for Local

Authority financial assistance and are able to establish at the beginning of this Agreement how long they will be responsible for meeting the Company's fees out of the Client's own financial resources.

- 9.2. The Company requires a Guarantor Agreement to be entered into as set out at Appendix 3. The Guarantor will be given reasonable notice of the amount of any due payment(s) as they arise, together with a clear invoice for payment as soon as practicable. We will use our best endeavours not to allow arrears to build up without notifying the guarantor.
- 9.3. The Client remains liable for the fees agreed in this Agreement until the Agreement has been terminated. It is therefore important that the Client regularly reviews their financial position so that an application for Local Authority funding can be made in advance of the Client falling below the financial banding when assistance is available.
- 9.4. The Client agrees to provide the Company with 3 months' prior notice of the Client becoming eligible for Local Authority funding.
- 9.5. If the Client becomes eligible for Local Authority financial assistance, this Agreement will need to be terminated in accordance with the termination provisions set out in clause 10 and a new Agreement will be entered into between the Company and the Local Authority covering the new financial arrangements. As the Company's fees are higher than the fee rates which Local Authorities will usually pay, if the Client becomes Local Authority funded, it may be necessary for the Company and or the Local Authority to enter into a separate Agreement with a third party (typically a family member) to meet the shortfall between the amount the Local Authority will pay and our fees. This is referred to as a Third- Party-Top-Up. The Client should be aware that if a third party is not prepared to enter into a Third-Party-Top-Up to meet the shortfall in fees, the Company may have to terminate the placement.
- 9.6. A Third-Party-Top-Up agreement should be arranged through the local authority. If the local authority does not provide its authority to a Third-Party-Top-Up Agreement, the Company may have to terminate the placement. If the third-party defaults on the Top up payments the Company may have to terminate the placement.

Eligibility for Continuing Health Care Funding or Funded Nursing Care

- 9.7. If the Client is admitted as a residential client and the Client's needs change we will undertake a reassessment to determine whether you require nursing care. This may result in an increase in the weekly fee we charge to reflect the higher level of your needs.
- 9.8. If we consider that you require nursing care we will request an NHS assessment to determine whether you are eligible to receive Funded Nursing Care (FNC) or Continuing Health Care (CHC).
- 9.9. If you are assessed as eligible to receive Funded Nursing Care (payment by the NHS of the costs of care provided by a Registered Nurse) this may not cover the full

increase in our fees. This is because clients who are assessed as requiring nursing care also have significantly higher personal care needs or because not all of your care needs can be met within the contribution made by the NHS. We shall give you 28 days' notice of any changes to the fees that will be charged.

9.10. Should the Client's care needs change, so that nursing care requirements become their primary care need, the Client may become entitled to NHS Continuing Healthcare (CHC) funding. This is where the NHS will pay the full cost of meeting the Client's care needs. The fees that the NHS pays for NHS Continuing Healthcare is an amount that they deem sufficient to meet your assessed care needs. This is usually less than our fees. This is because the quality of accommodation and non-healthcare services that the Company provides are of a higher standard than that which is required in meet your assessed needs. The additional fees that we charge are to reflect the higher standard and quality of accommodation, better facilities, and quality services.

9.11. If the NHS does not agree to meet our full fees at the time the Client is determined to be eligible for NHS Continuing Healthcare funding, the Company will make an additional charge to cover its additional costs of providing this higher standard of accommodation and any additional services which the Client may be receiving which go beyond those which are necessary to meet your clinical care needs. This fee will be met by the Client. At the time when we are informed of eligibility for NHS Continuing Healthcare funding, you will be informed as to the amount of these extra charges. If they are agreed, it will be necessary at that time to enter into a new Agreement detailing these charges and the funding arrangements to cover them. You should be aware that if you are not prepared to enter into an agreement to pay the difference in fees, the Company may have to terminate the placement.

9.12. In some circumstances a Local Authority or the NHS may retrospectively determine an individual to be entitled to Local Authority financial assistance, FNC or NHS Continuing Healthcare funding. Should this happen the Client will remain liable for the full fees charged under this Agreement up until the time when this Agreement is terminated and a new Agreement entered into between ourselves and the funding body. If the rates the Local Authority or NHS agree to pay are lower than those that we charge, the rates under this Agreement remain payable until this Agreement is terminated. Any refunds will be made to you by the Local Authority and or NHS. If the Local Authority of NHS refund any payments via us we shall forward any payments received to you. The Company will not be liable for refunding any additional sums paid under the contact.

10. TERMINATION

Termination on Death

10.1. This Agreement will terminate immediately on the Client's death. In such circumstances, the Company's fees will be charged for period of seven days following the Client's death to enable the room to be cleared. If the room is not cleared within this period the Company will continue to charge fees for a maximum of 10 days,

following which personal possessions will be removed from the Home and placed in storage. Storage charges will be charged to the Client/Client's estate.

- 10.2. If the room is occupied by a new resident during this period fees will not be charged.
- 10.3. Any fees paid in advance to the Company to cover the period after the Client's death will be reimbursed save to cover any costs and expenses that may have been incurred in respect of the Client before the date of death.

Termination by the Company

- 10.4. The Company may terminate this Agreement in any of the following situations:
 - 10.4.1. the Client fails to pay the fees due and payable under this Agreement;
 - 10.4.2. the Company can no longer provide care which is appropriate for the Client's needs within the Home,
 - 10.4.3. there is an irreconcilable breakdown in the relationship between the Client and/or the Client's relatives or representatives which interrupts the service or safe delivery of care to the Client or other service users,
 - 10.4.4. the Home closes and or the Company's registration in respect of the Home is cancelled.
 - 10.4.5. where in the opinion of the Company the Client is disruptive and or presents a risk to the welfare of the other service users in the Home, or its staff (in which case the Company's right to cancel will be exercised reasonably taking account of the type of care that the Home has agreed to provide to the Client and after all reasonable efforts have been made by the Company to manage the risk);
 - 10.4.6. the Client's funding arrangements change and the Client refuses to enter into a Third-Party-Top-Up or pay additional charges not met by CHC and/or FNC payments.
- 10.5. In such cases the Company will endeavour to work with the Client, professionals and the Client's family to determine appropriate alternative accommodation.
- 10.6. The Company will give no less than 28 days written notice save for clauses 10.2.2, 10.2.3, 10.2.4 above where the notice period will be a minimum of 24 hours' notice of termination.
- 10.7. Notice will be served in writing on the Client, their representative or Power of Attorney or the person who appears to be the Client's next of kin (if there is one).

Termination by the Client

- 10.8. The Client may terminate this Agreement upon giving the Company not less than 28 days written notice of termination.
- 10.9. If the Client vacates the room during the notice period and we can use the room to accommodate another resident, the fees due for the remainder of the notice period will be reduced to take into account any sums received during that period.

11. DEPOSIT

- 11.1. On acceptance of an offer of a placement the Client will pay a security deposit to the Company. The deposit payable will be the equivalent of 4 weeks' Total Fees.
- 11.2. The Client pays the deposit as security for the performance of the Client's obligations under this Agreement and to pay and compensate the Company for the reasonable costs of breach of these obligations. Specifically, on termination of this Agreement by either party any payments due by the Client to the Company will be paid from the deposit.
- 11.3. The Company agrees to pay the balance of the deposit to the Client as soon as practicable after the termination of this Agreement less any reasonable costs incurred for the breach of any obligation.
- 11.4. The Company agrees to keep the deposit in a separate trust account backed by insurance.

12. INSURANCE

- 12.1. Our insurance policy provides cover for Client's personal belongings up to a maximum value of £2500 at any time, with the exception of cash.
- 12.2. The policy carries a £25 excess payable by the Client for each claim made under the policy.
- 12.3. If personal belongings, such as furniture and items e.g. cash, credit cards, deeds, documents or personal effects of greater value are kept in the home, they should be covered by the Client's own insurance.

13. SMOKING & ALCOHOL

- 13.1. The Home is non-smoking. Clients are asked to discuss smoking arrangements prior to admission. Smoking is not permitted in the bedrooms or in any area of the Home building and there can be no exception made.
- 13.2. Alcoholic drinks are allowed but the Home would prefer to hold personal stocks which will be made available upon request.

14. EQUALITY AND DIVERSITY

- 14.1. We operate an equal opportunities policy with regards to the users of our services and to the employment of staff. This being the case, the Client has the right

to refuse the care of any employees at the Home for their own personal reasons, but if in an emergency that member of staff is the only person qualified to give the necessary care and the Client continues to refuse that person's help it will be entirely at the Client's own risk.

- 14.2. The Client's cultural and religious beliefs will be respected and we will endeavour to meet all of their reasonable requirements so far as is reasonably practicable.

15. VISITING

- 15.1. Visiting times are as flexible as possible. There are no restrictions but if treatments are to be carried out during the course of a visit the Home may request that visitors wait outside the room until the Client is ready to receive them.
- 15.2. Visitors can be provided with meals at a reasonable price and with notice; non-alcoholic drinks are available free of charge.
- 15.3. In the interest of general safety visitors are asked to sign in and out and to inform staff on duty if a service user is leaving the premises with them.
- 15.4. All visitors to the Home must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the Home's community. Visitors must also be civil towards staff and the Home Manager reserves the right to restrict visitors who cause difficulties within the Home.

16. MEDICATION

- 16.1. As part of the admission process the Client must declare to the Manager or Senior Nurse all medications and treatment creams that are currently used.
- 16.2. If the Client wishes to self-administer all or some of their prescription or non-prescription medications and treatment creams then an assessment of their capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is appropriate, the Client will be asked to sign an agreement recording the decision and from that point the Company accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company. This agreement, when signed, will be placed in the Client's care file. The Company will review the assessment on an ongoing basis. The Home will be responsible for ensuring you receive your medication from the pharmacist on a regular basis.
- 16.3. If the Client either chooses not to be self-medicating or the assessment of the Client's capabilities indicates that they are not capable of self-medicating, then the medications and treatment creams will be retained by the Manager or person in charge on admission.

16.4. In the event that a Client who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams e.g. paracetamol, the Client should inform the Manager or nurse in charge before doing so and the Company accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company.

17. PERSONAL POSSESSIONS

17.1. Clients are encouraged to have personal possessions, subject to health and safety and fire risk assessments, which remain their property.

17.2. On admission an allocated member of staff will complete an inventory detailing the Client's personal effects. We will ask for a declaration of any valuables that the Client may have with them including cash. We do not accept responsibility for personal valuables. It is the responsibility of the Client/next of kin to arrange insurance cover for all personal effects, including valuables and the Company does not accept responsibility for loss or damage to Client's personal possessions.

17.3. The Company reserves the right to inspect electrical equipment brought into the Home by or for the Client and to prohibit the use of such equipment as may be considered by them to be unsafe or potentially unsafe.

17.4. The Home is unable to accommodate client's pets; however the Company will endeavour for arrangements to be made for pets to visit clients. Clients wishing to bring a pet into the Home should discuss the matter with the manager who will make every effort to meet reasonable requests.

17.5. Personal clothing is laundered in our laundry on site and all reasonable care will be taken with the handling of the Client's clothing. The Client and/or their family are responsible for ensuring that all personal clothing brought into the Home, including under garments is labelled. The Home will use all reasonable endeavours to prevent damage to clothing however we request that all items of clothing are machine washable and can be dried in a tumble dryer.

17.6. All the Client's personal possessions must be removed from the Client's room within seven days after the Client's death or in the event of the Client's moving from the premises immediately on the Client's departure from the Home. In the event that personal possessions are not removed within the time set out in this clause, the Company will arrange for the possessions to be safely removed to a storage facility and all costs will be charged at cost to the Client.

18. BENEFITS

The Company may be able to give some guidance to the Client regarding benefits that may be available to them. However, the claiming of benefits and seeking appropriate advice remains the Client's responsibility.

19. TEMPORARY ABSENCE

- 19.1. Where the Client is temporarily absent from the Home (e.g. for a holiday or during a stay in hospital) then full fees are payable for the period of the Client's absence up to 8 weeks. After this 8-week period, a review will be conducted and fees may be reduced if the Company considers this to be reasonable in the circumstances.
- 19.2. The Client should be aware that because the majority of the Home's costs are fixed (staff numbers, utilities, rent/mortgage, regulatory fees) and the Company will have to be required to retain the Client's room it is not possible to significantly reduce the amounts charged to the Client should they be absent from the Home.

20. DATA PROTECTION AND CONFIDENTIALITY

- 20.1. The Company will comply with its statutory duties under the Data Protection Act 2018, GDPR and its duties of confidentiality. The Company will take all reasonable steps to ensure that the information it holds about clients' remains confidential and secure. Unless required by law or in circumstances that the Company deems necessary to ensure that the Client's care needs are met, confidential information will not be disclosed without the Client's prior consent.
- 20.2. The Company is required by law to share personal information about people who use the service with other bodies at their request, for example our regulator, the Care Quality Commission, the police or the local authority safeguarding authority. The Care Quality Commission can request to see any documentation the Home holds about people who use the service for the purpose of fulfilling its regulatory functions. The Company cannot object to disclosure of this information, however if the Client objects to any personal information the Company holds about them being shared, the Company can bring this to the attention of the Care Quality Commission, who should then discuss the matter with the Client before accessing their information. This will be discussed with the Client during the care planning process.
- 20.3. If the Client has not raised any objection, the Care Quality Commission should notify the Company that they have reviewed service users' personal information, and the Company are able to share this information with the Client as part of our Data Protection Governance.

21. Comments, Complaints, Grievances

- 21.1. The Company strives to provide a quality service and requires your input to ensure that an appropriate level of Client satisfaction is achieved. We welcome your comments, both positive and negative, regarding the service you receive. These are a part of our Governance System that enables us to learn and improve the services we offer. A copy of how to make comments, register concerns or complaints is in your information pack provided prior to admission, available on the website and displayed in reception.
- 21.2. If you are in any way dissatisfied with our service please discuss this with the Manager or the person in charge as soon as possible. If you wish to register a formal

complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance.

22. LASTING POWER OF ATTORNEY

During the period of admission you may require assistance in managing your financial affairs or due a deterioration in your health you may not have the capacity to continue to manage your affairs. This can result in difficulties in managing payments in accordance with this Agreement which can be difficult to resolve and may lead to non-payment of fees and termination by the Company. The Company recommends that the Client as soon as reasonably practicable after entering into this Agreement prepares a Lasting Power of Attorney Property and Welfare to ensure that the Client's affairs can continue to be managed.

23. ADDITIONAL TERMS

23.1. Force Majeure

The Company shall be under no liability for any failure to perform any of its obligations if and to the extent that the failure is caused by any circumstances which are beyond its reasonable control.

23.2. Notices

Any notice to the Client may be validly given if sent by email, recorded delivery post or hand delivered to the Client or, where they are not responsible for the payment of fees, to the person undertaking responsibility to pay fees in respect of the person under the Support Agreement. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

23.3. Severance

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intentions of the parties.

23.4. Waiver

No waiver by either party of any breach or non-fulfilment by the other party of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of this Agreement and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

23.5. Variation

23.5.1. The Company reserves the right to vary the Terms and Conditions of this Agreement from time to time to ensure the Company is able to deliver effective

and efficient care services in line with assessed needs. When making any variation the Company will always act reasonably and for valid reasons, for example changes that are necessary to give effect to new health and safety laws or sector regulations, fee increases made in accordance with this Agreement.

23.5.2. Save in cases where there is a change in needs requiring more immediate response, variations will be notified four weeks in advance and will take effect from the date stated in the notice. Where a change in needs requires earlier intervention to meet a change in needs, then notification will be provided at the earliest opportunity, usually within seven days.

23.5.3. No variation of our Terms and Conditions shall be valid unless it is in writing.

23.5.4. If a major, unexpected variation becomes necessary, we shall provide 6 weeks' notice and engage in meaningful consultation with you before the change comes into effect. In these circumstances any changes will be agreed with you.

23.5.5. If you object to any changes to the terms of our Agreement you have the right to terminate this agreement without penalty.

23.6. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.7. **Third Party Rights**

A person who is not party to this Agreement shall have no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of it.

23.8. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

23.9. **Consumer Agreement Regulations 2013**

The Consumer Agreement Regulations 2013 apply to you as a "consumer". **If this Agreement is signed away from the Company's place of business (the Home) then you have the right to cancel this Agreement within 14 days without giving any reason.** The cancellation period will expire after 14 days from the day the Agreement is agreed. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). If you cancel this Agreement, we will reimburse to you all payments received from you. We

will make the reimbursement without undue delay. If you request us to commence the performance of services during the cancellation period, you shall pay to us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this Agreement. If the service you have instructed us to provide is completed during the cancellation period you will have no right to cancel the Agreement.

23.10. Privacy Notice

23.10.1. As part of the services we offer, we are required to process personal data about our service users and, in some instances, the friends or relatives of our service users. "Processing" can mean collecting, recording, organising, storing, sharing or destroying data.

23.10.2. We are committed to providing transparent information on why we need your personal data and what we do with it.

23.10.3. Information about how we collect, process, retain and share your data together with details of your rights to access, rectify and delete data that we hold about you is set out in the Privacy Notice (Appendix 4).

Appendix 1

STATEMENT OF FEES

1. Basic Fee

You have been assessed as requiring:

Category of Care	Weekly Fee £
Residential Care	
Higher Needs Residential Care	
Nursing Care	
High Needs Nursing Care	
Dementia Care	
Higher Needs Dementia Care	

2. Payment Schedule

The Payment schedule sets out how the fees are comprised and who is responsible for making contributions. The Client remains liable for the **Total Fee** in the event the FNC contribution ceases to be paid.

	Weekly Fee £
Gross Basic Fee Inclusive of FNC (Client)	
Enhanced Fee (Client)	
Total Fee	
Less FNC Contribution (NHS)	-()
Total Payable Weekly by Client	

Appendix 2

BLANK

Appendix 3

Guarantor

I agree to act as Guarantor for non-payment of fees by the Client. A Guarantor Agreement is attached to this Agreement.

Signature.....

Name.....

Relationship/Position.....

Date.....

Appendix 4

PRIVACY NOTICE

Introduction

As part of the services we offer, we are required to process personal data about our service users and, in some instances, the friends, relatives and representatives of our service users. "Processing" can mean collecting, recording, organising, storing, sharing or destroying data. We are committed to providing transparent information on why we need your personal data and what we do with it. This information is set out in this privacy notice. It will also explain your rights when it comes to your data.

Data Controller Information

A Data Controller determines the purposes and means of the processing of personal data. The Company, is the "Data Controller" and its contact details are:

Data Controller:	East Anglia Care Homes Ltd
Data Controller's Representative:	Bharat Raghu
Data Controller's Address:	Sutherlands, 136 Norwich Road, Wymondham, Norfolk, NR18 0SX
Data Controller's Tel Number:	01953 600900

Data

So that we can provide a safe and professional service, we need to keep certain records about you and we need to have and advise you of the lawful basis for processing the data.

Service Users

General Data

We will process the following types of data about you:

- Your basic details and contact information e.g. your name, address, date of birth and next of kin;
- Your financial details e.g. details of how you pay us for your care or your funding arrangements.

The lawful reason for us processing this data is in order for us

- We are required to do so in order to fulfil a Agreement that we have with you;
- We are required to do so in our performance of a public task;
- We have a legal obligation to do so as set out in applicable legislation and guidance please see attached links

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant>

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant-guidance>

Special Category Data

We will process the following data, which, is classified as “special category”:

- Health and social care data about you, which might include both your physical and mental health data.
- We may also record data about your race, ethnic origin, sexual orientation or religion.

We require this data so that we can provide high-quality care and support.

The lawful reasons for us processing your special category data is because:

- We are required to do so in order to fulfil a contract that we have with you;
- We have a legal obligation to do so as set out in applicable legislation and guidance please see attached links

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant>

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant-guidance>

- It is necessary for us to provide and manage health and social care services;
- We are required to do so in our performance of a public task;
- It is necessary due to social security and social protection law (generally this would be in safeguarding instances);

So that we can provide you with high quality care and support we need specific data. This is collected from or shared with:

1. You or your legal representative(s);
2. Third parties.

We do this face to face, via phone, via email, via post and via application forms.

Third parties are organisations we have a legal reason to share your data with. These include:

- Other parts of the health and care system such as local hospitals, the GP, the pharmacy, social workers, clinical commissioning groups, and other health and care professionals;
- The Local Authority;
- Organisations we have a legal obligation to share information with i.e. safeguarding team and the CQC;
- The police or other law enforcement agencies if we have to by law or court order

Confidentiality Sharing Information and Consent

We understand that the data that we hold about you may contain personal and sensitive information. We have a duty to ensure that this information remains confidential. Unless we are required to share this information in order to fulfil a legal obligation or where there is an overriding public interest requirement we will seek your consent before sharing this information.

If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Power of Attorney/Representatives

As part of our work providing high-quality care and support, it might be necessary that we hold the following information about you:

- Your basic details and contact information e.g. your name and address;
- Details of any legal arrangements in place between yourself and the service user
- Financial details or bank details provided by you, if you are responsible for organising or funding the service users care
- Information about you that you have provided to assist in the effective delivery of care to the service user (e.g. personal histories, photographs, birthdays, anniversaries) We will process the following types of data about you:

By law, we need to have a lawful basis for processing your personal data. The lawful reason for us processing this data is in order for us

- We have a legitimate business interest in holding next of kin and lasting power of attorney information about the individuals who use our service.
- We are required to do so in order to fulfil a contract that we have with you;
- We are required to do so in our performance of a public task;
- We have a legal obligation to do so as set out in applicable legislation and guidance please see attached links

We may also process your data with your consent. If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Your rights

The data that we keep about you is your data and we ensure that we keep it confidential and that it is used appropriately. You have the following rights when it comes to your data:

1. You have the right to request a copy of all of the data we keep about you. Generally, we will not charge for this service;

2. You have the right to ask us to correct any data we have which you believe to be inaccurate. You can also request that we restrict all processing of your data while we consider your rectification request;
3. You have the right to request that we erase any of your personal data which is no longer necessary for the purpose we originally collected it for, subject to any statutory requirements to retain your data. (We retain our data in line with the requirements of our regulator, the Care Quality Commission and in accordance with the Records Management Code of Practice for Health and Social Care 2016.) <https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>
As a general guide the Code of Practice requires that we retain your care records for a period of 8 years from the date of discharge or death.
4. You may also request that we restrict processing if we no longer require your personal data for the purpose we originally collected it for, but you do not wish for it to be erased.
5. You can ask for your data to be erased if we have asked for your consent to process your data. You can withdraw consent at any time – please contact us to do so.
6. If we are processing your data as part of our legitimate interests as an organisation or in order to complete a task in the public interest, you have the right to object to that processing. We will restrict all processing of this data while we look into your objection.

If you make a request to exercise your rights set out above, you may need to provide adequate information for our staff to be able to identify you, for example, a passport or driver's licence. This is to make sure that data is not shared with the wrong person inappropriately. We will always respond to your request as soon as possible and at the latest within one month.

If you would like to complain about how we have dealt with your request, please contact:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
<https://ico.org.uk/global/contact-us/>