

SCHEDULE 1

TERMS AND CONDITIONS

Provision of Accommodation and Care Services

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 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 the Agreement. By signing the Agreement you are entering a legal agreement. We therefore advise that you review both 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 the Agreement for the Provision of Care Services (‘the Agreement’) and the Statement of Fees set out in Appendix 1 to the 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 charged 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 funded 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 may require that a third person, (usually a family member) agrees to pay a top up fee. A formal agreement will be entered into 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 being required to leave the Home.

ADDITIONAL FEE FOR SUPERIOR STANDARDS/SERVICES 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 required to meet your assessed care needs. If you choose or we provide a higher standard of accommodation than required to meet your assessed needs you may be required to pay an additional fee for the higher quality accommodation and/or additional services provided.

FIRST PARTY TOP UP AGREEMENT (12 WEEK PROPERTY DISREGARD): (Clause 9) When entering a care home for the first time a local authority may undertake a financial assessment to determine if you are eligible for state funding. During the first 12 weeks of your placement the local authority will disregard the value of your property in determining whether you are eligible to receive state funding. If the local authority assesses that you are eligible to receive state funded care or a contribution to your care costs, the amount that the Local Authority may agree to pay may not cover our full fees. In this situation you may be required to pay a Top Up to meet the full cost of our fees. This is known as a 'First Party Top Up'.

FIRST PARTY TOP UP – DEFERRED PAYMENT AGREEMENT: (Clause 9) If you have a property to sell a local authority may enter into a Deferred Payment Agreement with you whereby it agrees to meet the costs of care until such time as your property is sold and you will repay to the local authority fees paid on your behalf. The Local Authority may not agree to pay the full amount charged under this Agreement. In this case you may be required to pay the difference. This is known as a 'First Party Top Up'.

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 28 days' fees. The deposit will be retained in a ring-fenced 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 personal effects to the value of £2500 (except cash) and high risk items including jewellery, hearing aids and dentures. Each claim is subject to a £50 excess which will be paid by you.

TEMPORARY ABSENCE:(Clause 19) If you are temporarily absent from the Home we will keep your room 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 fees to see if we are able to offer a discounted fee. 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 21) 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 complaint this will not affect your care and treatment and rights under the Agreement.

VARIATION: (Clause 23.5) 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 4 weeks' notice will be given.

LASTING POWER OF ATTORNEY: (Clause 22) If in the future a Resident no longer has the mental capacity to manage their affairs, they may need a representative appointed. 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 '**Resident, you 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 to '**Client, Client's Next of Kin**' or '**Client's Representative**' are references to the party to the Agreement who enters into the Agreement to pay our fees in consideration for provision of services under this Agreement to the '**Resident**'.
- 1.4. 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).
- 1.5. References within this document to '**Manager**', are references to the individual responsible for the overall running of the Home.
- 1.6. **Funded Nursing Care** is a contribution paid by the NHS to the cost of nursing care provided by a registered nurse.
- 1.7. **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.
- 1.8. **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.
- 1.9. **Third-Party-Top-Up** refers to a payment made by a third party towards the costs of the Resident's care in order to meet the shortfall between what a local authority will pay and the fees charged.
- 1.10. **First -Party-Top-Up** refers to a payment made by the Client towards the costs of the Resident's care in order to meet the shortfall between what a local authority will pay.
- 1.11. **Guarantor** refers to an individual who enters into an agreement guaranteeing to pay the fees in the event that the Client' fails to do so.

2. PHILOSOPHY OF CARE

- 2.1. The Company will try to provide a comfortable and happy home and hopes that its residents will enjoy living at the Home. The Company, the staff and management within the Home will do everything possible to respect residents' 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 residents 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 Resident will be allocated a room on admission which they will occupy as a licensee only.
- 3.2. The Company would not normally ask a Resident to move from one room to another; however, we reserve the right to relocate a Resident 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 Resident and their representative unless there are exceptional circumstances which require an urgent move. If such a move is unacceptable to the Resident or the Client, 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 Resident's care. The Resident (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 Resident's health needs. Care will be provided in accordance with that assessment to ensure that the Resident's needs are met including:

- Maintaining personal and oral hygiene
- Identifying pressure sores or the risk of developing pressure sores and undertaking appropriate preventative action.
- Supporting Residents with continence in accordance with their NHS continence assessment.
- Monitoring mental health.
- Ensuring that the necessary aids and equipment are provided and used.
- 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 Resident 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 Resident's next of kin or representative of serious illness or death.

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

5. TRIAL PERIOD

5.1. The Resident 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 Resident.

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 payable for the provision of services 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 Resident (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 Resident's assessed needs,
 - accommodation,
 - full board, including snacks
 - cleaning of rooms,
 - activity programmes,
 - periodical decorating of the Resident's room,
 - the provision of professionally qualified nursing staff (where the Resident is admitted as a nursing Resident)
 - 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 Residents 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 the Resident has 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 the Resident's needs change requiring enhanced levels of care the Company may increase the fees in order to meet this enhanced level of care. An assessment of need will be undertaken before the fees are increased.

- 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 Resident, other residents or staff from the risk of harm. In this case we will give the Client prior notice of the increase in fees. If you do not wish to pay the fees for the enhanced levels of care you can terminate this Agreement without penalty with immediate effect.

Funded Nursing Care Contributions from the NHS

- 6.9. If the Resident requires nursing care, the CCG will assess whether you are eligible to receive Funded Nursing Care (FNC). FNC is a payment made by the NHS to the Resident towards the costs of nursing care provided by a registered nurse. If the CCG has assessed that you are eligible to receive Funded Nursing Care (FNC) and agrees to pay the FNC payment direct to the Home, this contribution to our fees will be deducted from the **Total Fee** set out in Appendix 1 and you will be charged the **net amount**.
- 6.10. The Client remains liable for the **Total Fee** in the event that FNC funding is withdrawn or if the CCG defaults on payment.
- 6.11. If the resident is admitted to hospital the CCG may stop making FNC payments to the Home during the period of the admission. As the Client remains liable for the **Total Fee**, this may result in an increase in fees payable by the Client.
- 6.12. The Total Fees remain payable because the Company's fees are calculated having regard to its costs. Most of the Company's costs are fixed (staffing levels are prescribed by regulations) and a Resident's absence from the Home will not reduce costs.

Payment of Fees

- 6.13. Fees are invoiced four-weekly in advance and are payable on presentation of the invoice.
- 6.14. 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.
- 6.15. 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.
- 6.16. 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% the base rate at the prevailing time. Interest due must be paid together with the amount of arrears in question.
- 6.17. 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 fees increase will be based upon four elements:
- 7.4.1. The RPI of inflation.
We will take into account RPI rate of inflation for the 12 months concluding the November preceding the fee increase.

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 fee 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 Resident'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 enhanced levels of 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 you 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 Resident 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 that we are able to establish at the beginning of this Agreement how long the Client will be responsible for meeting the Company's fees out of the Resident's/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 the 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 Resident becoming eligible for Local Authority funding.
- 9.5. If the Resident 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. The fees we charge may be higher than the fee rates which Local Authorities will pay. If the Resident 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 pays and our fees. This is referred to as a Third- Party-Top-Up. The Client should be aware should there be a shortfall in fees, if a third party is not prepared to enter into a Third-Party-Top-Up to meet this shortfall, the Company may have to terminate the placement.
- 9.6. A Third-Party-Top-Up agreement should be arranged through the local authority. Before agreeing the Third-Party-Top-Up the local authority is required to consider whether it should meet the full cost of your placement. 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 Resident is admitted as a residential resident and the Resident's needs change, we will undertake a reassessment to determine whether the Resident requires nursing care. This may result in an increase in the weekly fee we charge to reflect the higher level of needs.
- 9.8. If we consider that the Resident requires 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 residents who are assessed as requiring nursing care may also have higher personal care needs or because not all of your care needs can be met by 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 Resident's care needs change, so that nursing care requirements become their 'primary care need', the Resident may become entitled to NHS Continuing Healthcare (CHC) funding. This is where the NHS will pay the full cost of meeting the Resident'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 may be 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 to meet your assessed needs. The additional fees that we charge are to reflect the higher standard and quality of accommodation, better facilities, and additional services.
- 9.11. If the NHS does not agree to meet our full fees at the time the Resident is determined to be eligible for NHS Continuing Healthcare funding, the Company may make an additional charge to cover its additional costs of providing this higher standard of accommodation and any additional services which the Resident may be receiving which go beyond those which are necessary to meet your assessed 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. If the fees are not agreed, we may be able to move you to a standard/lower fee room if one is available. You should be aware that if you are not prepared to enter into an agreement to pay the difference in fees and an alternative standard room is not available, 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 the Client by the Local Authority and/ or NHS. The Company will not be liable for refunding any sums paid under this Agreement.

Twelve Week Property Disregard

9.13. When undertaking a financial assessment to determine eligibility for local authority funding a Local Authority will disregard the value of the Resident's property for a period of 12 weeks. This may result in the Local Authority meeting all or contributing to the costs of the Resident's care during this period. If the rates the Local Authority agree to pay during this period are lower than the fees we charge, you may be required to meet any shortfall. This is called a 'First Party Top Up'.

Deferred Payment Agreement

9.14. If you have entered into a Deferred Payment Agreement with the Local Authority, the Local Authority will pay the costs of your care until you have sold your property. If the rates the Local Authority agree to pay during this period are lower than the fees we charge, you may be required to meet any shortfall. This is called a 'First Party Top Up'.

10. TERMINATION

Termination on Death

10.1. This Agreement will terminate immediately on the Resident's death. In such circumstances, the Company's fees may be charged for **7 days** following the Resident's death to enable the room to be cleared. If the room is not cleared 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 met by the Client.

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 Resident's death will be reimbursed save to cover any costs and expenses that may have been incurred in respect of the Resident before the date of death.

10.4. On the Resident's death, the Client agrees to inform the Company of the details of the executors/administrators appointed by the Resident's estate.

10.5. The Client agrees to inform the appointed executors/administrators of the Resident's estate of any fees that remain outstanding within 7 days of the date of the Resident's death.

Termination by the Company

10.6. The Company may terminate this Agreement in any of the following situations:

10.6.1. the Client fails to pay the fees due and payable under this Agreement;

10.6.2. the Company can no longer provide care which is appropriate for the Resident's needs within the Home,

10.6.3. there is an irreconcilable breakdown in the relationship between the Resident and/or the Resident's relatives or representatives which interrupts the service or safe delivery of care to the Resident or other service users,

10.6.4. the Home closes and/or the Company's registration in respect of the Home is cancelled.

10.6.5. where in the opinion of the Company the Resident 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 Resident and after all reasonable efforts have been made by the Company to manage the risk);

10.6.6. the Resident's funding arrangements change and there is no person willing to enter into a Third-Party-Top -Agreement

10.6.7. the Client refuses to pay additional charges not met by CHC and/or FNC payments.

10.7. In such cases the Company will endeavour to work with the Resident, professionals and the Resident's family to determine appropriate alternative accommodation.

10.8. 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.

10.9. Notice will be served in writing on the Client.

Termination by the Client

- 10.10. The Client may terminate this Agreement upon giving the Company not less than 28 days written notice of termination.
- 10.11. Should the Resident vacate the Home before the expiry of the 28-day notice period the full fees due for the Notice period will remain payable.
- 10.12. If the Resident vacates the room during the notice period and the room can be used 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 1 month's Total Fees.
- 11.2. The Client pays the deposit as security for the performance of the Resident and 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.
- 11.5. The Resident is liable for any damage to Company property. Costs of repairs or replacement will be deducted from the security deposit.

12. INSURANCE

- 12.1. Our insurance policy provides cover for Resident's personal belongings up to a maximum value of £1,000 at any time, with the exception of cash.
- 12.2. The policy carries a £50 excess payable by the Resident 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 Resident's own insurance.
- 12.4. High risk items such as jewellery/hearing aids/spectacles/dentures/cash are not covered by the Company's insurance and the Resident should make appropriate insurance provision.

13. SMOKING & ALCOHOL

13.1.The Home is non-smoking. Residents 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 Resident 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 Resident continues to refuse that person's help it will be entirely at the Resident's own risk.

14.2.The Resident'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 Resident 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 Resident 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 Manager reserves the right to restrict visitors who cause difficulties within the Home.

16. MEDICATION

16.1.As part of the admission process the Resident must declare to the Manager or Senior Nurse all medications and treatment creams that are currently used.

16.2.If the Resident 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 Resident 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 Resident'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 Resident either chooses not to be self-medicating or the assessment of the Resident'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 Resident who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams e.g. paracetamol, the Resident 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.Residents 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 Resident's personal effects. We will ask for a declaration of any valuables that the Resident may have with them including cash.

17.3.Our insurance provisions are set out in Clause 12. We do not accept responsibility for personal valuables. It is the responsibility of the Resident and/or the Client's to arrange insurance cover for all personal effects, including valuables and the Company does not accept responsibility for loss or damage to Resident's personal possessions.

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

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

17.6. Personal clothing is laundered in our laundry on site and all reasonable care will be taken with the handling of the Resident's clothing. All personal clothing must be named prior to being brought into the Home with a small tag name woven into the garment. The Home will use all reasonable endeavours to prevent damage to clothing however we request that all items of clothing are machine washable at high temperatures and can be tumble dried. The Company does not accept responsibility for lost items that are not appropriately labelled. The Company does not accept responsibility for damaged caused to items not suitable for washing at high temperatures and being tumble dried.

17.7. All the Resident's personal possessions must be removed from the Resident's room within 7 days after the Resident's death or in the event of the Resident's moving from the premises immediately on the Resident's departure from the Home. In the event that personal possessions are not removed the Company will continue to charge for the room for up to a period of 10 days at which point 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 Resident 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 Resident 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 Resident'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 if the Company is required to retain the Resident's room it is not possible to significantly reduce the amount charged should the Resident 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 the Resident remains confidential and secure. Unless required by law or in circumstances that the Company deems necessary to ensure that the Resident's care needs are met, confidential information will not be disclosed without the Resident'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 Resident 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 Resident before accessing their information. This will be discussed with the Resident during the care planning process.

20.3. If the Resident 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 Resident 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 Resident 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 residency 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 Resident as soon as reasonably practicable after entering into this Agreement prepares a Lasting Power of Attorney Property and Welfare to ensure that the Resident'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. 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, or to improve the service that we provide to you, or 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 in order 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 Residents and, in some instances, the friends or relatives of our Residents. “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: Self – Funded

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	
Enhanced Fee	
Total Fee	
Less FNC Contribution (NHS)	-()
Total Payable Weekly by Client	

3. Payment Schedule – First-Party-Top-Up

Self - Funded with Deferred Payment Arrangement / 12 Property Disregard/CHC Funding

The Payment schedule sets out how the fees are comprised and who is responsible for making contributions. If you are in receipt of CHC funding the Total Weekly Payable by the Client is to reflect the Higher Quality Accommodation/Service costs.

The Client will be charged the First-Party-Top-Up/Higher Quality Accommodation/Service Costs but remains liable for the **Total Fee**

	Weekly Fee £
Gross Basic Fee (Inclusive of FNC)	
Enhanced Fee	
Total Fee	
Less FNC Contribution	-()
Less CHC Payment	-()
Less Payment Received by Local Authority (Deferred Payment Agreement)	-()
Less Payment Received by Local Authority (12 Week Property Disregard)	-()
Total Payable Weekly by Client (First-Party-Top-Up/ Higher Quality Accommodation/Service Costs)	

4. Payment Schedule – Local Authority Funded Residents - Third-Party-Top-Up

The Payment schedule sets out how the fees are comprised and who is responsible for making contributions.

In addition to the fees set out below if you are assessed as being eligible for FNC payments these will be made directly to the Home by the NHS. The third party will remain liable for the Third-Party-Top-Up.

	Weekly Fee £
Gross Basic Fee paid by the Local Authority as set out in the placement agreement	
Enhanced Fee paid by Local Authority as set out in the placement agreement	
Third-Party-Top-Up agreed and payable by Third Party	

Appendix 2

NOT USED

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 an 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/>