

*Hawkhurst House*  
***Cranbrook Road***  
***Hawkhurst***  
***Cranbrook***  
***Kent***  
***TN18 5EF***

*Nursing Home*  
*Residents Handbook*  
*(Terms and Conditions for Residence)*

*7<sup>th</sup> February 2018*

## **PART A**

### **ABOUT HAWKHURST HOUSE NURSING HOME**

Hawkhurst House Nursing Home (the “Home”) is owned and operated by Hawkhurst House Limited (the “Company”). The Home aims to provide high quality services tailored as closely as possible to meet the needs of our residents. Above all, the wishes of the people we care for are of primary importance. Residents are involved as much as possible in making decisions about the way the Home – their home – is run. The Company’s reputation depends on ensuring that we provide the quality of service and care that our residents and their families require.

### **ABOUT THIS DOCUMENT**

This document is important as it is your contract with the Company. You should read it carefully as it is legally binding. You may like to seek independent legal advice as it is important that you have read and understood these terms and conditions before entering into this agreement.

This document sets out our general terms and conditions that will apply if you decide to move into the Home. From time to time we make amendments to our terms and conditions to reflect changing circumstances that affect the Home and the way in which it is operated. We will always give residents at least one month’s notice of any changes to our terms and conditions and the amended terms and conditions will then apply.

The acceptance of a person to stay in a care home involves a special relationship. We value the personal quality of this relationship and do our utmost to care for our residents. To do so, we have to maintain an extensive infrastructure at a substantial financial cost and therefore we have to define the relationship in contractual terms. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.

### **IMPORTANT INFORMATION FOR REPRESENTATIVES OF RESIDENTS**

If you are the representative of a resident and sign the resident’s admission agreement on the resident’s behalf, the terms and conditions in this document will apply to you in the same way as they apply to the resident. You will be personally bound by these terms and conditions unless you have signed the admission agreement in the capacity of:

- the resident’s validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- the resident’s validly appointed receiver.

If you are the resident’s validly appointed attorney or receiver at the time of signing the admission agreement it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the resident’s attorney or receiver ceases to be valid, you will immediately become personally responsible for the resident’s obligations under these terms and conditions.

## PART B

### OUR CHARGES

#### 1 IF YOU PAY OUR CHARGES YOURSELF

1.1 Our current charges are set out on a separate sheet. The charge that applies to you as a resident of the Home depends on your assessed care needs and type of accommodation. We review the amount of our charges periodically, normally annually (in April), and you will be given at least one week's notice of any periodic increase. At the end of the notice period the increased charge will apply. Apart from the periodic increases in our charges, our charges will change if the level of care you require changes. You will be charged the appropriate rate for the new level of care from the date of the change.

1.2 If you are unable to move into the Home straightaway and we agree to hold a room for you, you will be charged for the room for the period that we hold it, before you move in, at 50% of the normal charge for the room.

1.3 What if your funds diminish to the point where you will become eligible for all or part of the Home's charges to be paid by a local authority and there is a shortfall between the Home's full fee and the amount that the local authority will pay (together with the amount of your assessed contribution)? The answer to this question depends on how much notice we have been given of you becoming eligible for public funding.

1.3.1 If, at least two years before you become eligible for local authority funding you have given the Home:

- written notice that you anticipate becoming eligible for local authority funding at the end of the two years; and
- a detailed statement of your financial position at the time of giving notice which demonstrates to the Home's satisfaction that you will become eligible for local authority funding at the end of the two years

you will be able to stay in the Home and we will not seek to recover the shortfall in fees from you or from anyone else.

1.3.2 If you have given us less than two years' written notice of becoming eligible for local authority funding (supported by a detailed statement of your financial position), any shortfall in fees must be paid by a third party on your behalf from the date that the local authority starts paying for you, up to the second anniversary of the date that you gave us notice. After that period you will be able to stay in the Home and we will not seek to recover the shortfall from you or from anyone else. If the shortfall cannot be paid by a third party for the period up to the second anniversary then we reserve the right not to accept you as a local authority funded resident, in which case you will either have to leave the Home or will have to continue paying the Home's full fee from your own funds without any contribution from the local authority.

1.3.3 If you have not given us any notice of the date when you would become eligible for local authority funding, then any shortfall must be paid by a third party on your behalf for the first two years from the date that the local authority starts paying for you. After that period you will be able to stay in the Home and we will not seek to recover the shortfall from you or from anyone else. If for the first two years of local authority funding the shortfall cannot be paid by a third party then we reserve the right not to accept you as a local authority funded resident, in which

case you will either have to leave the Home or will have to continue paying the Home's full fee from your own funds without any contribution from the local authority.

1.3.4 During any period that there is a shortfall in your fees it may be necessary for you to move to a less expensive room.

1.4 What if your care needs change so that you become eligible for continuing NHS healthcare but the amount that the NHS will pay is less than the full amount of the Home's charges? If you become eligible for NHS funded Continuing Healthcare it is likely that there will be a shortfall between the amount that the NHS is willing to pay and the full amount of our charges. This is because the NHS will fix the level of fees that it considers is sufficient to pay for the care and accommodation that you require. If you choose to live in a home that charges more than the amount the NHS is willing to pay, then the NHS is not necessarily obliged to fund the excess. In this situation, unless otherwise agreed, you will be required to pay separately for the superior accommodation, services and facilities that the Home provides, which together amount to "additional services" that are outside the accommodation and services that the NHS is obliged to fund ("Additional Services"). If you decide not to accept this liability to pay the shortfall, then we reserve the right not to accept you as an NHS funded resident, in which case you will have to leave the Home.

1.5 If the NHS decides that you are no longer eligible for NHS Continuing Healthcare Funding you will be responsible for paying the Home's Total Weekly Fee as specified in the Admission Agreement. This means that:

1.5.1 If you are not eligible for all or part of the Home's charges to be paid by a local authority and you are unwilling or unable to pay the Home's charges then we will be entitled to require you to leave the Home. You will be given not less than one month's notice and you will have to leave the Home at the end of the notice period;

1.5.2 If you are eligible for all or part of the Home's charges to be paid by a local authority and there is a shortfall between the Home's Total Weekly Fee and the amount that the local authority will pay (together with the amount of your assessed contribution) any shortfall in fees must be paid by a third party on your behalf from the date that the local authority starts paying for you, up to the second anniversary of that date. After that period you will be able to stay in the Home and we will not seek to recover the shortfall from you or from anyone else. If the shortfall cannot be paid by a third party for the two year period then we reserve the right not to accept you as a local authority funded resident, in which case you will either have to leave the Home or you will have to pay the Home's Total Weekly Fee from your own funds without any contribution from the local authority.

## **2 IF A LOCAL AUTHORITY CONTRIBUTES TO OUR CHARGES**

2.1 If the local authority has agreed to pay a contribution to our charges for a temporary period while your house or flat is being sold (e.g. for a "12 week property disregard" period or under a deferred payments agreement) or for any other reason and there is a shortfall between the amount that the local authority pays and the full amount of our charges, you will be responsible for paying us the shortfall. However, the Home will provide you with credit on this shortfall at an interest rate of 7% per annum, provided that this debt can be secured with a legal charge against your property. The legal charge gives the Home the right to sell your property at auction if it is not sold within nine months and ensures that the debt is paid to the Home from the proceeds of the property sale.

2.2 The local authority's assessment of the amount of its contribution towards our charges may include an amount that you are required to contribute from your own resources (a "Service

User Contribution”). We are not involved in the local authority’s assessment of your contribution and if you have any queries about this you should raise them directly with your local authority.

- 2.3 It is possible that the on-going amount that the local authority will pay towards our charges, together with the amount of any contribution that the local authority requires you to pay, will be less than the full amount of our charges. If this is the case then a relative or other third party will be required to make up the difference (a “Third Party Top-Up”) unless you have been a self-funding resident in the Home and you have given us at least two years’ written notice of your becoming eligible for local authority funding and during that two years you have paid the Home’s full charges (see paragraph 1.4 above).
- 2.4 If you have been assessed by the local authority to pay a Service User Contribution, this is payable monthly in arrears by direct debit; a Third Party Top-Up is payable monthly in advance by direct debit.

### **3 INVOICING AND PAYMENT ARRANGEMENTS**

- 3.1 For convenience and regularity of payments, our charges are payable monthly in advance on the first of each month by direct debit. On signing a contract for admission to the Home and in advance of admission you (and any third party paying a Third Party Top-Up on your behalf) will also be required to sign the direct debit agreement shown on the following page. The direct debit agreement will give the Company the right to deduct any amounts that are then outstanding as due from you to the Company.
- 3.2 If our charges (including any Third Party Top-Up) remain unpaid 30 days after their due date for payment, we reserve the right to charge interest at a rate of 7% per annum, calculated on a daily basis from the due date up to the date of actual payment.
- 3.3 At the end of your stay we will provide a statement of account. If this shows that there has been an overpayment of any charges, the amount of the overpayment will be refunded by direct credit. Alternatively, if the statement shows an outstanding amount due to the Home in respect of any charges, the outstanding amount will be payable.

### **4 NURSING CARE**

- 4.1 Under the provisions of the Health and Social Care Act 2001 (the “Act”) if you are a resident who has been assessed as requiring nursing care some (but not all) of the nursing care provided to you by the Home will be funded by the NHS instead of by you. Your nursing care that is funded by the NHS is assessed periodically by an NHS appointed registered nurse carrying out an assessment of your requirement for “nursing care” as defined in the Act. This requirement for “nursing care” is described as your “Funded Nursing Care” or “FNC”. The Department of Health has developed a “tool” for the registered nurses to use when carrying out these assessments, to ensure consistency.
- 4.2 The weekly amount that the NHS will pay is fixed according to whether your Funded Nursing Care is assessed as being medium or high. It should be noted that NHS funding does NOT extend to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in monitoring care delegated to others.
- 4.3 In most, if not all cases, the amount paid by the NHS for your nursing care will be insufficient to cover the cost of the nursing care actually provided to you by the Home.

- 4.4 Any RNCC payable in respect of your nursing care will be paid directly to the Home by the NHS and you will not need to include this amount in the weekly charge payable by you to the Home.

## **5 OUR CHARGES WHEN YOU LEAVE THE HOME**

- 5.1 You will be charged the full fee for your room during any period that you have temporarily vacated the Home, for example if you are admitted to hospital or visit relatives.
- 5.2 When you leave the Home on a permanent basis, for whatever reason, our charges end on the date you move out or on the date you give us written confirmation that you have left on a permanent basis, whichever is later.
- 5.3 In the event of death, the charges will end on the date of death.



Hawkhurst House Limited

# Instruction to your bank or building society to pay by Direct Debit

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

Hawkhurst House Cranbrook Road Hawkhurst Cranbrook Kent TN18 5EF
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Service user number

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Name(s) of account holder(s)


Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank/building society account number

--	--	--	--	--	--	--	--	--	--

Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your bank or building society

Please pay Hawkhurst House Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Hawkhurst House Limited and, if so, details will be passed electronically to my bank/building society.

Signature(s)

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Date

--

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Hawkhurst House Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hawkhurst House Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request..
- If an error is made in the payment of your Direct Debit, by Hawkhurst House Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society  
If you receive a refund you are not entitled to, you must pay it back when Hawkhurst House Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## **PART C**

### **SERVICES COVERED BY OUR CHARGES (no additional payment required)**

Services include:

- Full board and accommodation in a room for your exclusive use (or, if you have chosen to share, in a double room). The room can be provided with all necessary furniture, or if you prefer, you can bring your own furniture provided it complies with the relevant fire and health and safety regulations.
- A choice of meals, plus snacks and drinks. We will also cater for special dietary requirements by arrangement with the Home Manager and Chef.
- Full use of all the communal lounges, dining rooms, bathrooms and any other communal facilities in the home.
- The opportunity to join in with activities run by the Home and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some activities or excursions).
- Assistance with washing, bathing, medication and other personal services, as reasonably required. Staff are on duty throughout the day and night to assist you.
- A complete laundry service (excluding dry cleaning)
- Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals, but any charge that any of these make must be met by you.
- Nursing care (where the contract is for nursing care).

### **ADDITIONAL THINGS THAT WILL BE CHARGED TO YOU**

We expect you to pay separately for transport outside the home, one-to-one staff assistance outside the home and all personal items such as clothing, newspapers/magazines, toiletries, hairdressing, medications, continence aids. Assistance with purchasing personal items may be available by arrangement with the staff, if required. You may be entitled to receive certain items (e.g. medications and continence aids) free of charge from the NHS but, if this is not the case, you will need to pay for them yourself.

The needs of individual residents vary from time to time; the Home Manager and staff will work closely with you and your relatives/representatives to identify your needs and wishes and to meet them wherever possible.

### **PERSONAL POSSESSIONS AND PETS**

The Home makes every effort to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the Home.

Within reason, you can bring with you furniture and possessions to make your room as personal as you wish (provided that any furniture and electrical items comply with relevant fire and health and safety regulations and the Home's policies).



- If you wish to bring any electrical items or your own furniture, you should discuss and agree this with the Home Manager. For example, your bed must be capable of use with the Home's hoist and must meet our requirements for the health and safety of the Home's staff.
- Electrical items can become damaged and this may result in an electric shock or sometimes a fire. For safety reasons all portable electrical machinery, equipment and appliances brought into the Home by you or your relative(s) etc must be safe and have been tested by a competent contractor no more than one month prior to the item being brought into the Home. The exception to this is an electrical item which is brand new, boxed, unused and purchased within the previous six months. Items which have been appropriately checked and passed as safe must carry a sticker and be accompanied by a recognised certificate of safety.
- Portable Appliance Testing (PAT) is arranged by the Home each year to satisfy us that electrical items belonging to the Home and to residents are safe. The cost of this testing is normally borne by the Home, but we reserve the right to re-charge to you the cost of testing your appliances. Unless an electrical item is new, as above, all electrical items must be checked by the Manager or their deputy for a relevant PAT certificate when they are brought into the Home. The Manager will enter details of all electrical items onto an inventory for you – this will ensure that these items are checked each year.
- **The Home reserves the right to immediately withdraw from use any electrical item belonging to you which is considered by the Home Manager to be unsafe for any reason or untested in accordance with the above.**
- **Should you require insurance for specific items please ensure that suitable arrangements are made.** You or your representative will be required to complete and sign an inventory of the items that you bring with you.
- The Home is unable to accept pets unless by special agreement with the Manager.
- When you leave the Home, for whatever reason, you or your relatives or representatives will be responsible for the removal of your personal possessions within three days of you leaving. If this does not happen, we reserve the right to clear your room and put your personal effects into storage.

## CHANGE OF ROOM

Our charges vary according to your care needs and the size and specification of the room you occupy and depending on whether or not you share a room. If you become unable to afford the charge that applies to your room we will, if possible, offer you an alternative room at a lower charge that you can afford. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the Home (see below).

## RIGHTS OF RESIDENCY

Your residence in the Home does not give you a tenancy or an assured tenancy under the Housing Act 1988, neither does it create or imply any right to security of tenure. You will be allocated a room on admission which you will occupy as a licensee only. We will not normally ask you to move from one room to another; however we reserve the right to relocate you to a different room at any time if we think this is necessary to enable us to deliver effective and efficient care services in line with your assessed needs. If we do need to move you to a different room we will give you a reasonable period of notice. If the move is unacceptable to you, you will have the right to terminate your contract with us with immediate effect and without penalty, but this will mean that you will have to leave the Home.

We have, and require, full, free and unrestricted access to your room in order, amongst other things, to provide the services referred to in this document.

## TRIAL PERIOD

Before moving into the Home, you are welcome to visit, to meet staff and residents, stay for lunch or tea and find out all you need to know about the Home. Once you have moved into the Home, it is important that you are able to decide if it is the right home for you; the first two or three months are really a trial period to enable you to make sure you have made the correct decision. You are never under any obligation to stay if you do not feel the home is right for you.

## WHAT WE ASK OF YOU

Whenever a group of people live together in a community, such as in the Home, it is important for the smooth running of the home and for the comfort and happiness of all residents that some simple rules are observed by everyone. These rules will always be reasonable and are made either to implement the Home's statutory obligations or for the general comfort of all residents (they are not made for the convenience of the Home and its staff).

On this basis, you are required to agree to the following rules:

- **Care Planning**
  - **On-going amendments:** The home may make changes to the care plan as the need arises on the basis that the resident's representative will receive the latest version every three months.
  - **Photographs:** The home is permitted to hold photographs of the resident for identification purposes and care records.
  - **Procedure on Death:** This will take full account of the known wishes of the resident and family, as notified at the time of the resident's admission.
- **Smoking** – for safety reasons you are not permitted to smoke in your room, except with the express permission of the Home Manager. The Home Manager will advise you of the arrangements that apply if you wish to smoke in the Home.
- **Keeping your medication in the locked cupboard provided** – the Home is required to ensure that all medication is kept in a locked cupboard. If you wish to administer your own medication we are happy for you to do so, if we believe you are able, and we will provide you with a suitable lockable cupboard in your room for you to keep your medication in. You are required to ensure that your medication is always kept in the cupboard and that the cupboard is kept locked. If you fail to observe this rule we will have to administer your medication for you.
- **Fire safety measures** – for your own safety and that of other residents you are required to observe the home's fire regulations.
- **Gifts and bequests to members of staff** – the Home operates a strict rule whereby the Home's staff are **not** permitted to accept gifts or bequests from residents. We ask you, therefore, not to offer gifts or make bequests to members of staff. If you would like to show your appreciation in some way, you should discuss this with the Home Manager.
- **The signing of legal documents** – the Home's staff are not permitted to sign as a witness to any legal documentation that relates to you.

- **Taking care of your personal possessions (including clothing)** - we cannot accept liability for items of clothing and other personal possessions that become lost or damaged. We ask that you keep all items of your clothing properly labelled with your name. This is a simple precaution that will minimise the risk of your clothing being mislaid or lost.

## **CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE**

1. **If the Home is unable to provide the level of care you need:** We hope we can accommodate all our residents' needs, including terminal care where this becomes necessary and is in the best interest of the individual.

If your needs exceed those the Home can provide, the Home Manager will explain to you and your relatives or representatives the type of care arrangements that you need and assistance will be given in making alternative arrangements for your future care. The decision to move you from the Home will only be made following consultation with you, your family and relevant health professionals.

No period of notice is required (either from you or from the home) if you leave the Home in these circumstances.

2. **If our charges are not paid in full when they are due:** If for any reason our charges are not paid at the times we have agreed with you and you are unable to satisfy us that the reason for the non or late payment is temporary and will not continue for more than one month, with all arrears being paid in full, you will have to leave the Home. We will give you at least one week's notice.

3. **If you become eligible, and apply, for funding by the local authority and have given us less than two years' notice of your eligibility for local authority funding:** We appreciate that there may come a time when you become eligible to apply to the local authority to pay our charges. In the event that:
  - a. You have given us less than two years written notice of you becoming eligible for local authority funding (during which two year period our charges have been paid in full); and
  - b. the amount the local authority is willing to pay (together with your assessed contribution (if any) is less than our full charges; and
  - c. the shortfall is not made up on your behalf

we reserve the right to require you to leave the Home. We will give you at least one month's notice. See also Section B paragraph 1.5 of for more information.

4. **Incompatibility:** If we feel that you are not compatible with the Home, for example if you find it difficult to adhere to the Home's rules which causes friction between you and the other residents or between you and the staff, we may consider that it will be in your best interests and in the best interests of the Home for you to leave. In the unlikely event that this were to happen we would give you at least one week's notice and you would be required to leave the Home at the end of the notice period.

5. **Emergency closure of the Home:** In the unlikely event that the Home has to be closed in an emergency situation, you will be required to leave the Home. We will give you as much notice as reasonably possible in all the circumstances but certain emergencies may necessitate your leaving the Home on immediate notice. If this were to happen you would be responsible for finding an alternative home but we would give you as much assistance as possible to do this.

6. **Other reasons:** There may be other reasons why we would need to ask you to leave the Home, e.g. if we needed to close the Home for any (non emergency) reason. In this event we would give you at least one months' notice.

## **IF YOU CHOOSE TO LEAVE THE HOME**

If you decide, for any reason, that you no longer wish to live in the Home you can move out at any time with no notice period. You will only be charged up to the date you move out or to the date you give us written confirmation that you have left on a permanent basis, whichever is later.

## **PROCEDURE ON THE DEATH OF A RESIDENT**

Our objective is to enable residents to enjoy a high quality of life, and talk of death may appear inappropriate. However, it is the wish of many of our residents and their families when deciding to move into the Homes that they will live in the Home and be cared for there for the rest of their lives.

The care of a resident who is close to death requires sensitivity and special skills, and the Home's staff provide all possible support and assistance with arrangements for any specialist help required for the physical, emotional and spiritual care for the resident. To enable us to fulfil this important aspect of care, it would be helpful if you could advise us of any particular requests you may have, including any social or cultural traditions you would wish to be observed.

## **SOME GENERAL INFORMATION ABOUT THE HOME**

The Company is registered with the Care Quality Commission in respect of its ownership and operation of the Home. Inspectors have a statutory responsibility to inspect the Home to ensure that it is being operated in accordance with current legislation and to assess the standard of service we are providing. Their reports are published at [www.cqc.org.uk](http://www.cqc.org.uk).

## **DATA PROTECTION**

In order to care for you we need to hold certain records about you. Your (or your attorney's) signature on your contract with us constitutes your express consent for us to hold this information and use it for the purpose of caring for you. You have the right under the Data Protection Act to ask to see a record of the information we hold about you. We will comply with our obligations under the Act to respond to your request within the prescribed period.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between the Company and any resident, any resident's attorney or any person personally contracting with the Company in respect of a resident.

## **COMPLAINTS PROCEDURE**

We welcome your comments, both positive and negative, regarding the service you receive. If you are in any way dissatisfied with our service and would like to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance. Our Complaints Procedure is in the "Policies" section at <http://www.hawkhursthouse.com/documents.html>.

You may also take your concerns to the Care Quality Commission, whose telephone number is 0845 015 0120.