

## HAWKHURST HOUSE LIMITED ("THE PROVIDER") NURSING HOME AGREEMENT (FOR PRIVATE FUNDING)

This Agreement sets out the terms and conditions that apply to the admission of the person named below as a Resident of Hawkhurst House. The terms and conditions set out in the "Resident's Handbook" below form part of this Agreement.

Resident's Details	
Name	[Resident's Name]
Date of Birth	[Resident's Date of Birth]
Date of Moving-in	[Resident's Date of Moving In]
Planned Date of Moving-out	[Resident's Planned Date of Moving Out]
Room Number	[Resident's Room Number]
Home Address:	[Resident's Home Address]
Address immediately before Moving-in:	[Resident's Address on Moving-In]

Resident's Representative's Details	
Name	[Representative's Name]
Relationship to Resident	[Representative's Relationship to Resident]
Address	[Representative's Address]
Postcode	[Representative's Postcode]
Mobile Number	[Representative's Mobile Number]
Home Number	[Representative's Landline]
E-mail Address	[Representative's Email Address]
Resident Representatives's Legal Status	

Details of Placing Authority (if applicable)	
Name of Authority	[Placing Authority]

Fees			
Total Weekly Fee (excluding NHS FNC):	£1,495.00	Normal Annual Review Date:	1st April

Amounts Payable by			
Resident	[Resident Weekly Fee]	Third Party	Nil
Partly or Fully Funded by Local Authority	No	Partly or fully Funded by NHS	Nil

Declaration by Resident (or by Resident's Representative on the Resident's behalf)	
<p>I confirm that I have read and understand the Terms and will observe and comply (or will procure that the Resident observes and complies) with the Terms that apply to me/the Resident.</p> <p>In the event that I/the Resident is assessed as being eligible for NHS Continuing Healthcare, I acknowledge that the Provider's homes provides superior accommodation, services and facilities that are additional to the services and accommodation that the NHS is obliged to fund ("Additional Services"). I also understand that if I/the Resident become(s) eligible for NHS Continuing Healthcare but the amount received from the NHS is less than the Provider's full charge and (a) I am/the Resident is unable or unwilling to pay separately for the Additional Services that I/the Resident uses or requires and/or (b) there is no suitable alternative, lower cost, room that the Provider can offer me/the Resident or (c) I/the Resident decline(s) a lower cost room offered by Provider, then I/the Resident may be required to leave the home under the provisions set out in the Terms.</p>	
Signature	

Declaration by Publicly Funded Resident (or by Resident's Representative on the Resident's behalf)	
<p>I confirm that I have read and understood the Terms and will observe and comply (or will procure that the Resident observes and complies) with the Terms that apply to me/the Resident.</p>	
Signature	

Declaration by Third Party (if applicable)	
<p>I/we confirm that I/we have read and understood the Terms. I/we undertake to contribute towards the fees payable in respect of the Resident's residence in the Home. I/we understand that at the date of this Agreement the amount of my/our contribution is £_____ per week and is payable monthly in advance by Direct Debit. I/we understand that the amount of my/our contribution may change as explained in the Terms and that I/we will be given not less than 28 days' notice of any change in amount.</p>	
Third Party's Name	[Third Party's Name]
Third Party's Address	[Third Party's Address]
Mobile Phone Number	[Third Party's Mobile No]
Home Phone Number	[Third Party's Landline]
E-mail Address	[Third Party's Email Address]
Third Party's Signature	

Signed on behalf of Hawkhurst House Limited	
Manager's Signature	

# HAWKHURST HOUSE

## TERMS AND CONDITIONS FOR RESIDENCE

**PART A and PART B of these terms and conditions apply to all residents.**

**PART C only applies to privately funded residents.**

**PART D only applies to those residents whose fees are paid in full or in part by the local authority.**

### PART A

#### 1. ABOUT THIS DOCUMENT

- 1.1 This document is important as it is your contract with Hawkhurst House Limited (the "Company"/"we"/"our"/"us"). 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. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.
- 1.2 This document sets out our general terms and conditions that will apply if you decide to move into House (the "Home"). From time to time we make amendments to our terms and conditions to reflect new health and safety laws or sector regulations, or to improve the service that we provide to you. In all cases, we will consult with you and your representative, if applicable, about proposed changes and provide you with at least 28 days' notice before any modification takes effect. If you object to any modifications, you have the right to terminate this agreement without penalty.

#### 2. SUMMARY OF KEY TERMS

- 2.1 Below is a summary of some of the important terms in this contract. However, this summary does not include all of the contract terms and it is important that you read the contract in full.
- 2.2 Representative liability: If you are a representative of a resident and sign this agreement on their behalf, you will be liable to pay our fees if these are unpaid (unless you sign as the resident's legal attorney or deputy).
- 2.3 Additional chargeable services: Our fees do not include personal items such as clothing, newspapers/magazines, and toiletries; hairdressing; dry cleaning; a private telephone, internet or television service; chiropody; medications; continence aids; optician; dentistry; physiotherapy; or other privately arranged healthcare.
- 2.4 If you need to go to an external appointment and require a member of staff to accompany you, you will be charged the rate per hour shown in the Funding section of the Home's website plus transport costs.
- 2.5 Pets: We do not allow pets unless by special agreement with the home manager.
- 2.6 Notice periods: you will not normally be required to give us any notice if you choose to leave the home.
- 2.7 If we require you to leave the home (e.g. if we can't meet your needs, if you behave in a way that seriously affects other residents or staff, if you do not pay our fees, or if the home needs to close), we will give you 28 days' notice unless it is not possible to do so.
- 2.8 Our charges: are set out in the Resident Agreement and are payable monthly in advance. These will be reviewed annually and will increase in line with our operating cost inflation. Our fees may also change if the level of care you require changes.
- 2.9 Fees in the event of death: our fees will end of the date of death. If the personal effects have not been removed from the room after a period of three days, we will then remove them and store them

separately.

- 2.10 Temporary absences: If you are away from the home, your room will be retained and our full charges will be payable for the first week of absence. After that our fees will continue to be payable but will be reduced by 20%. Please note, that this clause does not apply if our charges are met by the local authority, although your room will still be retained.
- 2.11 Complaints policy: our complaints policy is available on our website or a copy can be obtained from the Home Manager.
- 2.12 NHS Continuing Healthcare Funding: If you become eligible for our fees to be paid by the NHS, you may be asked to make a contribution towards enhanced accommodation or additional services you choose to receive, which are not covered by the NHS. If you are unwilling or unable to make this contribution, we may ask you to move to a lower cost room or to leave the home.

### 3. IMPORTANT INFORMATION FOR REPRESENTATIVES OF RESIDENTS

- 3.1 If you are the representative of a resident and sign the Resident Agreement on the resident's behalf, the requirement to pay our fees detailed in the Resident Agreement will apply to you in the same way it applies to the resident. You will be personally bound by this requirement unless you have signed the Resident 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 deputy.

If you are the resident's validly appointed attorney or deputy at the time of signing the Resident 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 deputy ceases to be valid, you will immediately become personally responsible for the resident's obligation to pay our fees.

## PART B

### 4. SERVICES COVERED BY OUR CHARGES (NO ADDITIONAL PAYMENT REQUIRED)

#### 4.1 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 this is expressly included in the Resident Agreement).

## ADDITIONAL THINGS THAT WILL BE CHARGED TO YOU

5.

We expect you to pay separately for:

5.1

- Transport outside the home;
- One-to-one staff assistance outside the home, which will be charged for at an hourly cost of per hour. This charge may increase on an annual basis in line with the National Living Wage rate compared to the previous year;
- All personal items such as clothing, newspapers/magazines, toiletries, and hairdressing; dry cleaning; a private telephone, internet or television service;
- Medications, continence aids, opticians, chiropody, dentistry, physiotherapy, and other privately arranged healthcare. Assistance with purchasing personal items may be available by arrangement with the staff, if required. You may be entitled to receive certain items and services free of charge from the NHS but, if this is not the case, you will need to pay for them yourself;

5.2

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.

## EXTERNAL APPOINTMENTS

6.

6.1

If you require an emergency visit to the hospital or an external clinic we can arrange for you to be taken in an ambulance or another appropriate vehicle.

6.2

Where a visit to a hospital or external clinic is a non-emergency/pre-arranged appointment you shall be responsible for arranging your own transportation and ensuring that you are suitably accompanied to your relevant appointment.

6.3

If your appointment was booked by us and no one else is available to accompany you to the appointment, we can arrange for an off-duty member of staff to accompany you for an additional fee. Charges will be based on an hourly cost of £15 per hour. This cost will be reviewed in April of each year and will be increased by the percentage increase in the National Living Wage (NLW) rate compared to the previous year. Any additional costs for transport (for example, taxi fares) must also be paid for by you.

## ACCIDENTS

7.0

7.1

We will notify your relatives or representative(s) of any accidents, injuries, or illness sustained by you, when appropriate, and all incidents will be recorded.

## PERSONAL POSSESSIONS AND PETS

8.

8.1

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, unless such loss or damage occurs as a result of our act or omission.

8.2

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).

8.3

If you wish to bring any electrical items or your own furniture, you should discuss and agree this with the Home Manager.

8.4

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 anyone else 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.

8.5 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 own personal appliances at a cost of per appliance. 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.

8.6 The Home reserves the right to immediately withdraw from use any electrical item belonging to you which is reasonably considered by the Home Manager to be unsafe.

8.7 Should you require insurance for specific items please ensure that suitable arrangements are made as the Home's insurance policy will not cover your personal belongings. You or your representative will be required to complete and sign an inventory of the items that you bring with you into the Home.

8.8 The Home is unable to accept pets unless by special agreement with the Manager.

8.9 When you leave the Home, for whatever reason, you or your relatives or representatives will be responsible for the removal of your personal possessions and our charges will continue to be payable in full until all of your personal possessions are removed. If your possessions have not been removed after a period of three days, you will no longer be charged. However, your possessions will be removed by us to enable the room to be used by another resident. If you or your representatives are unable to remove your possessions within three days of you leaving the home, you or your representatives may request an extension in writing from the Home Manager. However, our charges will continue to be payable in full until all of your personal possessions are removed. Should it be necessary for us to store your possessions and these remain uncollected after a period of three months, your possessions will either be disposed of or given to charity and we will provide you or your representatives with notice of our intention 28 days in advance. For the avoidance of doubt, you will not be charged for any period of time that your room is occupied by another resident and you will not be charged for any period of time that any public funding for your care and accommodation (either through the local authority or through NHS Continuing Healthcare funding) is stopped.

## RIGHTS OF RESIDENCY

9. 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 at least 28 days' notice and will only move you with your permission (unless in the case of an emergency). 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.

9.2 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.

## WHAT WE ASK OF YOU

10.

10.1 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).

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

- 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 you are assessed as being able to do so, 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.
- 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, unless this is as a result of our act or omission. 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.

## 11. CARE PLANNING AND DATA PROTECTION

11.1 On your admission to the home, the Home Manager or a named nurse will establish your Care Plan which will be reviewed at regular intervals throughout your stay. We will keep a record of your relevant medical information and will endeavour to provide you with a service in accordance with your wishes, including your social, religious and cultural traditions. Changes in the level of care you require may result in an increase in your weekly fee as explained in whichever of Parts C,D or E applies to you

11.2 In order to care for you we need to hold certain records about you. Our use of your records is regulated by the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679). A copy of our privacy notice is attached to this agreement, which explains the type of information that we hold about you, why we need it and with whom we may share it.

## 12. VISITORS AND RESPONSIBILITY FOR DAMAGE

12.1 Visiting times are normally between 9am and 8pm Monday to Sunday but arrangements can be made with the Home Manager or nurse in charge for visits outside of these times.

12.2 Visitors must comply with the rules of the Home, which are set out above at paragraph 11.2.

12.3 Any intentional damage caused by you or your visitors to the home's furniture, fabrics or fittings will be charged to you at the replacement cost.

12.4 Should we feel that the behaviour of your visitors is such that it poses a real or significant danger to our residents, staff or other visitors, we may ask your visitor(s) to leave and may prevent any future

visits from taking place. This decision will only be made after a thorough risk assessment and appropriate consultation with you and/or your representative and the visitor concerned. Such decision will be kept under regular review and will be subject to an internal appeal mechanism whereby you and/or your visitor(s) will be able to dispute our decision.

### 13. NON-FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

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

If, despite reasonable adjustments, 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.

If you leave the home in these circumstances you will be given at least 28 days' notice. However, if it becomes impossible for you to stay in the home and immediate action is necessary (for example, because of a rapid deterioration in your health which means we can no longer meet your needs), a shorter notice period may be provided but we, together with the local authority or clinical commissioning group, will provide you with support and assistance to help you find suitable alternative accommodation. You will be responsible for payment of our fees (less any amount paid for you by the local authority/NHS) up to and including the day you leave. Any amount paid in advance will be refunded to you for the period of time after you have left the Home and for the period of time that any public funding (if applicable) has ceased. Please refer to paragraph 8.9 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the Home.

- 13.2 Incompatibility: If you persistently behave in a way that seriously affects the wellbeing of other residents and staff in the home, we may consider that it will be in your best interests and in the best interests of the Home for you to leave. Before asking you to leave, we will make all reasonable efforts to address and manage detrimental behaviour and consult with you and your representatives to ensure you understand that a problem has arisen and are supported to behave in a different way. Where we ask you to leave, we will provide you and your representatives with 28 days' written notice, but we will work with you to help you find suitable alternative accommodation. As above, you will be responsible for payment of our fees (less any amount paid for you by the local authority/NHS) up to and including the date you leave. Any amount paid in advance will be refunded to you for the period of time after you have left the home and for the period of time that any public funding (if applicable) has ceased. Please refer to paragraph 8.9 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.
- 13.3 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 the local authority (or the NHS if applicable) would be responsible for finding an alternative home but we would give you as much assistance as possible to do this. Any charges that you had paid in advance that related to the period after the date that you left would be refunded to you.
- 13.4 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 28 days' notice.

### 14. IF YOU CHOOSE TO LEAVE THE HOME

14.1 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 (providing all your possessions are removed at the same time) or to the date you give us written confirmation that you have left on a permanent basis and your possessions have been removed, whichever is later. Written confirmation should be hand delivered to the Registered Manager or sent by post to the Home. Any fees paid in advance for the period after you have left and your possessions have been removed will be refunded to you. Please also refer to paragraph 8.9.

## 15. PROCEDURE ON THE DEATH OF A RESIDENT

15.1 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 Home that they will live in the Home and be cared for there for the rest of their lives.

15.2 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.

15.3 If you die whilst living in the Home, our fees will remain payable up to and including the date of your death or, (if later) until the date that your possessions are removed from your room. We will refund to you any remaining fees after this date and you will not be charged for any period of time that another resident occupies the room, or for any period of time after any local authority or NHS Continuing Healthcare funding has ceased. If your possessions have not been removed after a period of three days, you will no longer be charged. However, your possessions will be removed by us to enable the room to be used by another resident. If your representatives are unable to remove your possessions within three days of the date of your death, your representatives may request an extension in writing from the Home manager. However, our charges will continue to be payable in full until all of your personal possessions are removed. Should it be necessary for us to store your possessions and they remain uncollected after a period of three months, your possessions will either be disposed of or given to charity. Should it become necessary to sell or dispose of your possessions, we will provide your representatives with notice of our intention 28 days in advance.

## 16. SOME GENERAL INFORMATION ABOUT THE HOME

16.1 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).

## 17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

17.1 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.

## 18. COMPLAINTS PROCEDURE

18.1 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 of our website or a copy can be requested from the Home Manager.

## 19. RIGHT TO CANCEL

19.1 If you have not signed this agreement at the Home (for example because we have visited you at your home or in hospital, or we have contracted with you by post), you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day we enter the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. discussion with us or the Home Manager or a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

20. EFFECTS OF CANCELLATION

20.1 If you cancel this contract, we will reimburse to you all payments received from you less the cost of any care and accommodation we have already provided to you.. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. For the avoidance of doubt, if you choose to move into the Home before the end of the cancellation period, you will be liable for our fees up to and including the date that you leave the Home.

<p><b>CANCELLATION FORM</b></p> <p>(Complete and return this form only if you wish to withdraw from the contract)</p> <p>To :</p> <p>I hereby give notice that I wish to cancel my contract with _____ for the provision of accommodation and care at .</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Signature: _____</p> <p>Date: _____</p>
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**PART C: THIS SECTION ONLY APPLIES TO YOU IF YOU ARE A PRIVATELY FUNDED RESIDENT**

21. OUR CHARGES

21.1 Your weekly fees are set out in the attached Resident Agreement. 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 these will increase in line with our operating cost inflation. In exceptional circumstances, it may be necessary for us to apply an additional increase to our charges. This may occur, for example, if there are changes in legislation, which significantly increase the costs of providing our services. In the unlikely event that such increases are necessary, these may take place outside of the usual annual review. However, we will only increase your fees to the extent that it is necessary to reflect the increases in our actual costs. When your fees are reviewed you will be given at least 28 days' written notice of any increase. At the end of the notice period the increased charge will apply.

21.2

Apart from our annual fee reviews, our charges will also change if the level of care you require increases as assessed by qualified staff. Any increase in our charges will be based on a review of recognised accredited dependency tools, which demonstrate an increase in your care needs and a subsequent increase in our costs of providing services to you. We will consult with you and your representatives and involve you in any decision to provide you with additional care.

21.3

If you are away from the home, for example if you are admitted to hospital or if you visit relatives, your room will be reserved for you. During the first full week of absence your fees will continue to be payable in full. After that, your fees will be reduced by 20%. If you are absent from the home for a continuous period of six weeks, we will consult with you and your nominated representative to seek agreement regarding the further retention of your room.

21.4

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.

21.5

What if your care needs change so that you become eligible for NHS Continuing Healthcare (NHS CHC) 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 CHC 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"). However, you will not be obliged to pay for any Additional Services that you do not use or require.

22.

## INVOICING AND PAYMENT ARRANGEMENTS

22.1

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 will also be required to sign the direct debit agreement attached. 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.

22.2

If our charges remain unpaid 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England, calculated on a daily basis from the due date up to the date of actual payment. We also reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the Home.

22.3

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.

23.

## FUNDED NURSING CARE

23.1

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 (also known as Funded Nursing Care or FNC). The amount paid towards your nursing care is set by the Department of Health annually.

23.2

The weekly amount that the NHS will pay is fixed and it should be noted that Funded Nursing Care does NOT extend to your accommodation or to nursing care provided by care assistants or to the

23.3 provision of personal care services, although it does cover the registered nurse input in planning, supervising and monitoring nursing and healthcare tasks as well as direct nursing care.

23.4 Any FNC payable in respect of your nursing care will be paid directly to the Home by the NHS and will not be refunded to you. The weekly fee you are required to pay will be set out on the Resident Agreement, which will show the total amount required from you and how this is broken down, including the cost of the nursing care provided to you. Therefore, if the Funded Nursing Care payments change, the weekly fees required from you will not be affected. For example, if the Funded Nursing Care payments increase, your weekly fees will not reduce and vice versa.

24. If you are admitted to hospital, FNC will not be payable for the duration of your hospital stay. However, you will not be required to reimburse this amount to us and the FNC payments will resume once you return to the Home.

#### 24.1 FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

24.3 If our charges are not paid in full when they are due: If you have difficulty meeting our charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If such difficulties are temporary, it may be possible for the Home Manager to provide you with an extension of time to make these payments, although this would be entirely at the Home Manager's discretion. In the absence of any agreement with the Home Manager, if 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 that all arrears will be paid in full, you will have to leave the Home. In these circumstances, we will give you at least seven days' notice to leave the Home and you will be responsible for payment of our fees up to and including the date that you leave. Please see paragraph 8.9 in relation to continuation of our charges if your personal possessions are not moved at the same time that you leave the Home.

If you become eligible for NHS Continuing Healthcare and the amount that the NHS is willing to pay for the services they are obliged to fund is less than our full charge and (a) you are unable or unwilling to pay separately for the superior accommodation, services and facilities that you use ("Additional Services") and/or (b) there is no suitable alternative, lower cost, room that we can offer you to reduce or eliminate the shortfall or (c) you decline a lower cost room that we offer you then we reserve the right to require you to leave the home. All of this is explained in more detail in paragraph 22.8 above.

### **PART D: THIS SECTION ONLY APPLIES TO YOU IF YOUR FEES ARE PAID WHOLLY OR IN PART BY THE LOCAL AUTHORITY**

#### 25. OUR CHARGES

25.1 Your weekly fees are set out in the attached Resident Agreement. The charge that applies to you as a resident of the Home depends on your assessed care needs and type of accommodation. As a local authority is responsible for paying your fees, our contract with the local authority may provide for your weekly fees to increase, for example, because our costs of providing service to you have increased, you decide to move to a different room, or your care needs increase.

25.2 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.

25.3 It is possible that the 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 22.7 above). You and/or the person that will be making the Third Party Top-Up should agree with the local authority how this payment will be made to us. If you wish to make this payment directly to us, this must be agreed with the local authority. If the local authority has agreed that you may pay the Home directly, any Service User Contribution is payable monthly in arrears by direct debit and any a Third Party Top-Up is payable monthly in advance by direct debit. Any applicable Service User Contribution or Third Party Top-Up will remain payable whilst funding is received from the local authority but will terminate at the same time that any local authority funding ceases. Please note that the Third Party Top-Up payment may also increase if our weekly fees increase as detailed at paragraph 26.1 above.

## 26. INVOICING AND PAYMENT ARRANGEMENTS

26.1 The local authority is responsible for paying the Home and is responsible for sourcing any Third Party Top-Up. If the local authority has agreed that you or any Third Party can pay the Home directly, our charges will be payable monthly in advance on the first of each month by direct debit and you (and any third party paying a Third Party Top-Up on your behalf) will be required to sign the direct debit agreement attached.

26.2 If our charges remain unpaid for more than 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England per annum, calculated on a daily basis from the due date up to the date of actual payment. We also reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

## 27. FUNDED NURSING CARE

27.1 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 (also known as Funded Nursing Care or FNC). The amount paid towards your nursing care is set by the Department of Health annually.

27.2 The weekly amount that the NHS will pay is fixed and it should be noted that Funded Nursing Care does NOT extend to your accommodation or to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in planning, supervising and monitoring healthcare tasks as well as direct nursing care.

27.3 Any FNC payable in respect of your nursing care will be paid directly to the Home by the NHS and will not be refunded to you. The weekly fee you are required to pay will be set out on the Resident Agreement, which will show the total amount required from you and how this is broken down, including the cost of the nursing care provided to you. Therefore, if the Funded Nursing Care payments change, the weekly fees required from you will not be affected. For example, if the Funded Nursing Care payments increase, your weekly fees will not reduce and vice versa.

27.4 If you are admitted to hospital, FNC will not be payable for the duration of your hospital stay. However, you will not be required to reimburse this amount to us and the FNC payments will resume once you return to the Home.

## 28. CONTINUING HEALTHCARE

28.1 If you become eligible for NHS funded Continuing Healthcare (NHS CHC) the responsibility for your funding will move from the local authority to the NHS and you will no longer be required to pay a Service User Contribution or a Third Party Top-Up. However, it is possible that there will be a shortfall between the amount that the NHS is willing to pay and the full amount of our fees. 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 we may require you to pay separately for the superior accommodation, services and facilities that the home provides,

which amount to “additional services” that are outside the services and accommodation that the NHS is obliged to fund (“Additional Services”). However, you will not be obliged to pay for any Additional Services that you do not use or require. We also reserve the right to move you to an alternative room at a lower charge that is more in line with the amount that the NHS will fund. If no such alternative room is available, or if you decline the alternative room offered or are unable to pay for the Additional Services you wish to use, then we reserve the right to ask you to leave the home. In this event, you will be given at least 28 days’ notice

## 29. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

- 29.1 If our charges are not paid in full when they are due: If the local authority has agreed that you and/or any third party may pay us directly for any Service User Contribution or Third Party Top-Up and there is difficulty meeting these charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If such difficulties are temporary, it may be possible for the Home Manager to provide you with an extension of time to make these payments, although this would be entirely at the Home Manager’s discretion. In the absence of any agreement with the Home Manager, if 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 that all arrears will be paid in full, you will have to leave the Home. In these circumstances, we will give you at least 28 days’ notice to leave the Home and you will be responsible for payment of our fees (less any amount paid for you by the local authority) up to and including the date that you leave. Please see paragraph 8.9 in relation to continuation of our charges if your personal possessions are not moved at the same time that you leave the Home.
- 29.2 If you become eligible for NHS funded Continuing Healthcare (NHS CHC): If you become eligible for NHS Continuing Healthcare and the amount that the NHS is willing to pay for the services they are obliged to fund is less than our full charge and (a) you are unable or unwilling to pay separately for the superior accommodation, services and facilities that you use (“Additional Services”) and/or (b) there is no suitable alternative, lower cost, room that we can offer you to reduce or eliminate the shortfall or (c) you decline a lower cost room that we offer you then we reserve the right to require you to leave the home. All of this is explained in more detail in paragraph 29.1 above.
- 29.3 If you left in these circumstances, you would be given at least 28 days’ notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the day you leave. Please see paragraph 8.9 in relation to continuation of our charges if your personal possessions are not moved at the same time that you leave the Home.