



CARING HOMES

PRIVATE CONTRACT

FOR LONG TERM RESIDENCE AND CARE

TERMS AND CONDITIONS

PARTICULARS

DATED	Date
THE PROVIDER	Caring Homes Healthcare Group Ltd
THE HOME	Example Home Example Road
THE CLIENT	Mr E Xample
THE SPONSOR (if applicable)	Mrs E Xample
THE SERVICES	Accommodation and Care in accordance with the Assessment and Care Plan as more particularly referred to in Clause 4.
THE FEE (subject to review as referred to in Clause 5)	To be advised prior to admission
THE DATE OF ADMISSION	Date
THE ROOM	Room No

1. INTRODUCTORY MATTERS

- 1.1 This Contract contains the terms and conditions agreed between the Provider and the Client (and Sponsor as appropriate) and, save as permitted herein, cannot be varied or altered unless agreed by both parties in writing.
- 1.2 In accordance with the guidelines and recommendations of the Long Term Care Benefit Scheme 2012, the Provider has included in this Contract the appropriate information for the benefit of the Client in so far as that information is not contained, or more particularly referred to, in the Service Information Pack.
- 1.3 The Client has been provided with a copy of this Contract and its privacy notice prior to the date hereof and has had the opportunity of reviewing the same and with the Sponsor if appropriate. The Service Information Pack will be provided to the Client on admission.
- 1.4 The Client and the Provider agree that the provision of the Services involves maintaining a high quality establishment, and for that reason this Contract sets out the relationship in business terms.
- 1.5 The Client and/or the Sponsor acknowledges that this Contract is a private contract for States of Jersey funded residents in the long term provision of the Services. It is the duty of the Client / Sponsor to make any subsequent application for funding from the relevant authority including top up payments and to notify the Provider accordingly.
- 1.6 Unless such damage or deterioration arises as a result of breach of the terms of this Contract or negligence by the Provider, neither the Provider nor its management or employees shall, in any circumstances, be liable for any claim for loss or damage or deterioration to property caused or contributed by:
 - (a) Any matter outside the reasonable control of the Provider including without limitation strikes, lockouts, fire, civil commotion, riots, usurped power or acts of the Queen's enemies, wanton destruction, floods, burst pipes, water or dampness or impact, damage by pests or vermin or other animals.
 - (b) Theft or pilferage.
 - (c) Any act or neglect or default of the Provider's servants or agents, whether or not acting in course of their employment.
- 1.7 Nothing in this Contract is intended to limit liability for death or personal injury.
- 1.8 Under no circumstances shall the Provider be liable for any consequential loss.

2. BASIS FOR ADMISSION

- 2.1 The Client wishes to live and receive care in the Home in accordance with the Terms and Conditions herein contained and the Provider welcomes the Client to the Home on that basis, which the Client and/or Sponsor accept.
- 2.2 In consideration of the Fee the Provider will provide or procure the provision of the Services to the Client, as more particularly explained in Clause 4, and will do everything reasonably possible to meet the Client's needs in that respect consistent with the Assessment and Care Plan hereinafter referred to.
- 2.3 The Provider, in consultation with the Client and the Sponsor, has assessed the Client's care needs and has confirmed that these needs can be met in accordance with the written pre-admission assessment (the "Assessment") and the initial care plan (the "Care Plan") prepared as a result thereof.
- 2.4 It is acknowledged that the needs referred to in Clause 2.3 above may change from time to time and changes will be reflected in the preparation or review of the Care Plan, such reviews taking place monthly or more frequently should circumstances require. Reviews may result in changes and the Provider reserves the right in its absolute discretion but acting reasonably and with the interests of the Client being paramount to change the specific Services supplied as a result.
- 2.5 All changes to the Care Plan following reviews shall be discussed with the Client and/or Sponsor as appropriate and shall be evidenced in writing.
- 2.6 In accordance with Clause 1.5 and prior to the Date of Admission the Client and/or the Sponsor has/have drawn to the attention of the Provider any material facts or issues relating to the Client or the Client's circumstances, whether personal or financial, of which the Provider ought to be made aware when welcoming the Client into the Home (which shall include without limitation anything that would affect the Client's ability to pay the Fee as mentioned at Clause 1.5).
- 2.7 In addition to Clause 2.6 the Client and/or the Sponsor will notify the Provider as soon as possible of any material facts or issues relating to the Client or the Client's circumstances whether personal or financial which arise whilst the Client is living in the Home of which the Provider should be advised and of which the Provider is not aware or could not be aware

3. GENERAL TERMS

- 3.1 The Provider reserves the right to charge for any damage caused by the Client to any item or to any decoration.

- 3.2 Prior to admission all clothing should be clearly marked and/or labelled with the Client's surname and initials and must be machine washable.
- 3.3 All drugs, medicines etc are to be held and administered strictly by the manager of the Home appointed by the Provider (the "Home Manager") or by a qualified member of staff on the instructions of the Home Manager.
- 3.4 FIRE PRECAUTIONS. Whilst there are no restrictions on visiting hours, in the event of fire it is essential that the senior member of staff on duty knows at all times precisely the number of Clients, staff and visitors there are in the Home. Therefore, ALL visitors, without exception, will be required to sign the visitors' book. This is to include arrival and departure times. This includes occasions when relatives/friends take the Client on excursions from the Home.
- 3.5 If the Client wishes to bring a reasonable number of items of his/her own personal furniture or other belongings into the Provider, this must be by prior arrangement with the Home Manager and shall be recorded in writing on admission, but nevertheless shall be subject to approval of the Home Manager, such approval not to be unreasonably withheld or delayed provided the furniture or belongings are appropriate in size and number for the Room, are in good condition and fit for use within the Home.
- 3.6 Pursuant to Clause 3.5, all electrical items brought by the Client into the Home shall first be approved by the Home Manager before their use, such approval not to be unreasonably withheld if inspected and certified as to their safety.
- 3.7 Neither the Provider nor the Home Manager or any other staff member can accept any responsibility whatsoever for any property of any nature belonging to the Client being lost, mislaid or otherwise damaged unless caused by negligence or breach of this Contract by the Provider.
- 3.8 All valuables, furniture, clothing and goods belonging to the Client shall be at the risk of the Client who should make such arrangements for insurance of them as he/she considers fit and the Provider is not responsible for arranging or advising in relation to such insurance.
- 3.9 For those clients who leave the Home with or without permission, neither the Provider nor the Home Manager or any staff member can be held responsible in any way for the safety of a client once he/she is outside the boundary of the Home.
- 3.10 In accordance with Clauses 3.5 and 3.6 the Client, with the written consent of the Home Manager, can bring his/her own personal belongings into the Home. In all cases such belongings, eg, clothing, furniture and electrical goods, shall be comprised in a written schedule which shall be revised from time to time to effect changes. All such belongings shall be deemed to have no realisable value unless accompanied by a certificate of valuation.

- 3.11 As a general rule no animal, bird or reptile shall be permitted to be kept in the Home by the Client under any circumstances, although in exceptional circumstances the Home Manager may agree in writing that a client can keep an animal or bird provided the same shall not cause nuisance or annoyance to clients or staff at the Home and shall ordinarily be kept in the Client's room. If consent is given, the Client shall be responsible for any pet insurance and relevant vaccinations.
- 3.12 The Client shall not retain or administer their own medication without the written consent of the Home Manager.
- 3.13 Fees will continue to be due and payable even during any complaint or dispute and any necessary adjustment will be made upon the conclusion of the complaint or dispute.
- 3.14 Data Legislation has been the subject of considerable recent change and consequently we are obliged to draw to your attention the Privacy Notice attached to this Contract as an Appendix.

4. SERVICES

- 4.1 The Services shall comprise accommodation and care and in particular:

The Provider shall provide the accommodation and care and other facilities at the Home available to clients, as more particularly set out in the Service Information Pack (which may change from time to time according to circumstances as set out in the Service Information Pack) and shall include as set out therein accommodation, full board, laundering of personal items, nursing and personal care and activities as appropriate and social care (the "Services").

- 4.2 In addition to those matters referred to in Clause 4.1, the Services shall include arrangement of the following, at the Client's expense:

- Visitors meals
- Dietary Supplements
- Hairdressing
- Chiropody / Beauty treatment
- Newspapers
- Outings
- Staff escorts
- Taxis
- Dry cleaning
- Physiotherapy
- Optical and Dental consultations (where appropriate)

- Telephone calls
- Sky TV supply (provided the terms of a separate Memorandum are agreed)
- Access to IT (provided the terms of a separate Memorandum are agreed)

(as to both the Provider's cost of arrangement and payment for those items) which shall be made in addition of the Fee unless specified in the Particulars. Details of the cost of these additional items are available in Reception and should be checked before reserving them.

The following items will be included without an additional charge: As agreed

- 4.3 Other services and personal requirements can be arranged on request at the discretion of the Home Manager and will be charged as extras on the Client's account under Clause 5.12.
- 4.4 The Client shall have the use of the Room or another suitable room at the Home which may be allocated to the Client by the Provider. The Client occupies the Room or such alternative room as is made available as licensee only and no security of tenure is created and the Provider reserves the right to require the Client to move rooms on notice for any reason, though it will usually not require a room move unless there is a change in Service need in accordance with Clause 2.4.

5. FEE INFORMATION

- 5.1 The Fee as set out in the Particulars shall be paid from and including the Date of Admission, and is paid to the Provider for the Services each week.
- 5.2 It is agreed that a "week" means the period of Monday to Sunday inclusive and, in the case of the first week, shall be from the Date of Admission until the following Sunday apportioned as to a daily rate calculated as to the monthly rate divided by the number of days in a month and multiplied by the number of days to be charged.
- 5.3 The Fee shall be paid monthly in advance. It is calculated by apportioning the daily rate according to the number of days in the month. The Fee shall continue to be payable whether or not the Client shall occupy accommodation at the Home and shall hold the Room (or any replacement room provided under Clause 4.4) for the return of the Client but, if the Provider is able to temporarily use the Room (or any replacement room provided under Clause 4.4) and make a charge for that use, the Fee will be reduced by a reasonable amount to take into account the additional income received by the Provider. The Provider is under no obligation to make alternative use of the Room or any replacement room.
- 5.4 The Fee shall be paid by Direct Debit so as to be cleared funds in the Provider's bank account by the last day of the previous month. The Client / Sponsor will complete the initial Direct

Debit Form on or before the Date of Admission and will complete and return to the Provider any subsequent replacement within 7 working days of receipt.

- 5.5 Prior to the Date of Admission the Client / Sponsor has paid to the Provider a Deposit the amount of (as advised on admission). As explained to the Client/Sponsor prior to admission, the Deposit is a security deposit and protects the Provider against unpaid Fees and damage to the Room or the Home or other breaches of this Contract. The Deposit will be refunded to the Client in accordance with Clause 5.14 subject to there being no debt or outstanding balances due to the Provider from the Client / Sponsor or any outstanding breach of this Contract. The Deposit will be held in a separate account.
- 5.6 The Client / Sponsor agrees with the Provider that the Client's needs may change and, having discussed those changes with the Client and/or Sponsor, the Fee payable by the Client / Sponsor may change accordingly and the Client / Sponsor shall promptly amend and reissue any Direct Debit accordingly.
- 5.7 The Client / Sponsor agrees with the Provider that the Client's needs may change and, having discussed those changes with the Client and/or Sponsor, the Fee payable by the Client / Sponsor may change accordingly and the Client / Sponsor shall promptly amend and reissue any Direct Debit.
- 5.8 The Fee shall continue to be paid until the day upon which this Contract terminates.
- 5.9.1 In addition to the circumstances referred to in Clause 5.7, the Fee will be subject to annual review on 1st April in each year and shall be adjusted (upward only) by not less than the percentage increase in the monthly Retail Prices Index (All Items) figure published in the January before the relevant 1st April and the figure published in the January 12 months before that but not by more than 8% above such percentage increase. This applies to the net Fee, not the FNC contribution as in Clause 5.5 above.
- 5.9.2 If the Date of Admission is between 1st January and 31st March in any year the Fee will not be reviewed on 1st April that year but will instead be reviewed after six months (using the most recent Retail Prices Index (All Items) figures in place of January Figures) and thereafter on 1st April in each subsequent year. Any such increase will be adjusted (upward only) by not less than the percentage increase in the monthly Retail Prices Index (All Items) figure published in the prior month before the relevant month the Fee is being increased and the figure published in the 12 months before that but not by more than 8% above such percentage increase. This applies to the net Fee, not the FNC contribution as in Clause 5.5 above.
- 5.9.3 The Provider will give the Client/Sponsor not less than one month's notice of any increase.

- 5.10 The Provider reserves the right to charge interest at the rate of 4% above the base rate for the time being of Lloyds Banking Group for any part of the Fee or any other monies payable under this Contract which are outstanding for 30 days after the date they become payable.
- 5.11 If this Contract is not already terminated in accordance with the provision of Clauses 6.2 to 6.4 "Termination" and if the Client / Sponsor does not accept or agree with any increase in the Fee, the Client may leave the Provider upon 14 days' notice to the Provider served within 28 days of the notice to increase referred to in Clause 5.7, 5.9 or 5.13. Otherwise the Client / Sponsor shall pay the increased Fee from the date stated in the notice.
- 5.12 In addition to the Fee the Client / Sponsor shall pay to the Provider the cost of those items referred to in Clause 4.2 which are not included in the Fee and are additional to the Services , and the Provider reserves the right to require the Client / Sponsor to pay for any other additional goods and services personal to the Client which do not form part of or are included in the Services and which are requested by the Client and/or the Sponsor or the Client and/or Sponsor agree to pay for. These sums will be payable monthly in arrears on the same date that the next instalment of the Fee is payable.
- 5.13 If there is a change in legal or regulatory requirements which increases the cost to the Provider of providing the Services the Provider reserves the right on notice at any time to increase the Fee such that those increased costs are met.
- 5.14 Whenever this Contract comes to an end and there is a balance owed by the Provider to the Client that balance will be refunded within one month of the amount being confirmed (which the Provider will do as soon as reasonable practicable and in any event within one month of the end of this Contract).

6. TERMINATION

This Contract may only be terminated as follows:

- 6.1 By service of the written notice from the Client / Sponsor to the Provider as referred in Clause 5.11 following the notice served by the Provider increasing the Fee.
- 6.2 During the initial period of two months from the Date of Commencement (the Trial Period) either the Provider or the Client / Sponsor may terminate this Contract by notice in writing to the other party, such notice to expire at the end of the second week after the week in which the notice is served.
- 6.3 After the expiry of the Trial Period either the Provider or the Client / Sponsor may terminate this Contract by notice in writing, to expire (subject to Clauses 6.4 and 6.5) at the end of the fourth week after the end of the week in which such notice was served, provided that Fees must be paid up to the date of the expiry of the notice, even if the Client leaves earlier.

- 6.4 The Provider may require the Client to leave the Home earlier on shorter notice where after discussion with the Client/Sponsor and those professionals with responsibility for the Clients care the Client has become an unmanageable and serious danger to themselves or to other clients in the Home or staff employed in the Home Clause 6.5 shall not apply and this Contract will cease upon the Client leaving the Home.
- 6.5 This Contract will end three days after the death of the Client, although if the Provider arranges for the Room to be occupied by another Client during that period, the Provider will refund the relevant proportion of Fees. However, should the Client's representatives or the Sponsor request additional time to clear belongings from the Room the provider may charge after the death of the Client until the Room is cleared, by agreement with the representatives/Sponsor.
- 6.6 This Contract will remain enforceable to the extent required after termination to allow recovery of any monies owed by any party to the other or any other action for breach to be concluded.

7. ACKNOWLEDGEMENT

- 7.1 Prior to the date hereof and before agreeing to the terms and conditions set out in this Contract the Client / Sponsor has been supplied with a copy of this Contract and details of the payments made pursuant to Clause 5.6.
- 7.2 The Service Information Pack contains details of all facilities and services at the Home, including those items subject to an extra charge as amended from time to time in accordance with the Service Information Pack, and the Service Information Pack shall be construed as part of this Contract.

8. COMPLAINTS

The Provider complaints system is set out in the Service Information Pack. In addition, the procedure is displayed in the main reception area at the Home.

- 8.1 In the first instance complaints should be made to the Client's key worker, the person in charge or to the Home Manager. In the case of serious complaints the Client or Sponsor should refer the matter to the Home Manager.
- 8.2 If a satisfactory response is not received within 10 working days then the matter should be referred to the Regional Operations Director, Bradbury House, 830 The Crescent, Colchester Business Park, Colchester, Essex CO4 9YQ.
- 8.3 Alternatively, the Client or Sponsor may contact the Registration Inspectorate at any stage or may contact the relevant area office of Social Services.

8.4 As a further alternative, the matter may be referred to your Local Government Ombudsman.

9. SPONSOR'S OBLIGATIONS

For contracts where the Sponsor is to pay from the outset:

The Sponsor agrees that in consideration of the Services rendered to the Client he/she will pay the Fee and/or any other monies payable to the Provider under this Contract when due in accordance with the terms hereof.

For contracts where Client is to pay and Sponsor pays where the Client fails to do so:

The Sponsor agrees in consideration of the Services rendered to the Client that if in any circumstances the Client fails to pay the Fee and/or any or any other monies payable to the Provider under this Contract when due the Sponsor will:

- 9.1 Pay any outstanding monies within 14 days of written demand; and
 - 9.2 If required by the Provider provide a completed Direct Debit Form as required under Clause 5.4 in respect of any future payments.
10. The Provider must comply with the statutory requirements of the General Data Protection Regulation as from 25th May 2018 and therefore it is necessary to set out in this Private Contract the implications from each parties perspective. As such the Provider will deal with any personal information relating to the Client or Sponsor, in accordance with all data protection laws and the Providers Privacy Notice (Long Term Residence) is attached as the Appendix to this Contract and which the Client/Sponsor acknowledges he/she has received. Personal information will only be released to the Client/Sponsor (as data subject) or persons otherwise authorised by the Client or Sponsor, for instance by a Power of Attorney or with written authority from the Client or Sponsor.

Signed: Resident, (Name of resident)

..... The Client by his/her Attorney

Signed: Home Manager, (name of Home Manager)

..... The Provider

Signed: Sponsor, (name of Sponsor)

..... The Sponsor

SAMPLE

APPENDIX
PRIVACY NOTICE FOR LONG TERM RESIDENCE
REQUIRED PURSUANT TO THE GENERAL DATA PROTECTION REGULATION (GDPR)
'DATA PROTECTION ACT 2018'
(referred to in Clause 3.14 and 10 of this Contract)

Data Controller: Caring Homes Healthcare Group Limited (“CHG”) (company number 06367517) of Bradbury House, 830 The Crescent, Colchester Business Park, Colchester, Essex CO4 9YQ

Data Protection Officer: Sundeep Sagoo dpo@caringhomes.org

Introduction

At CHG we take privacy seriously and we are committed to protecting it. As the data controller of your personal information, we have responsibilities to protect it and ensure that it is used only in accordance with this notice. A “**data controller**” is the organisation in control of your personal information who decides how it is used or “**processed**”. We’re providing you with this notice pursuant to our obligations as data controller under UK Data Protection Act 2018 (GDPR).

Your rights

You have enhanced rights under the new Act in respect of the information we hold subject to some exemptions.

Please note that the way we process your information and the legal basis on which we rely on to process it affects the extent to which these rights apply.

These rights are the:

- Right to **be informed** about the processing of your information (this is what this notice sets out to do);
- Right to have your information **corrected if it’s inaccurate** and to have **incomplete information completed**;
- Right to **object to processing** of your information;
- Right to **withdraw your consent** at any time where we rely on it to process your information;
- Right to **restrict processing** of your information;
- Right to have your information **erased**;
- Right to **request access** to your information and information about how we process it;
- Right to **move, copy or transfer** your information; and
- Rights relating to **automated decision making**, including profiling.

If you would like to discuss or exercise any of these rights please contact our Data Protection Officer, Sundeep Sagoo, on dpo@caringhomes.org.

You have the right to lodge a complaint with the Information Commissioner’s Office where your information has or is being used in a way that you believe does not comply with data protection law. We encourage you to contact us before making any complaint and we will seek to resolve any issues or concerns you may have. You can also contact our Data Protection Officer with any data protection concerns.

Your care costs and States of Jersey benefits

1. Any contract for the provision of care is between the care provider and you (not Health and Social Services or the Social Security Department).
2. Whilst benefit rates are reviewed and uplifted periodically by the States of Jersey, care providers may set their own rates.
3. You may receive care from a care provider of your choice. Whilst a Social Worker may have assisted you in identifying a suitable care provider it is up to you to decide who you want to deliver your care and agree a cost.
4. Social Security benefits can only be awarded to assist with the cost of your care if you are using the services of an Approved Care Provider. A list of Approved Care Providers can be found on the Jersey Online Directory (www.jod.je).
5. Should you indicate to your care provider or Health and Social Services your intention to apply for financial assistance through the States of Jersey, your details (name, date of birth, start date of care, cost of care) will be passed to the Social Security Department in order that financial support can be considered accordingly.
6. You may qualify for financial assistance towards your care costs from the States of Jersey. However you are responsible to pay for your care until financial support is formally confirmed to you by Social Security. Depending on the outcome of care and financial assessments, you may get a refund for some or all of the costs already paid.
7. States of Jersey benefits may not cover the entire costs of your care. You are responsible for paying the difference direct to your care provider.

If you are currently in receipt of any States of Jersey benefits you should speak to the Long-Term Care team on 447602 and ask for an explanation about how these benefits may change if you are awarded Long-Term Care benefit. More information about the benefits available can be found at www.gov.je/Benefits

Tick as applicable

I would like to apply for financial assistance with my care costs from the States of Jersey

I am in the process of applying for financial assistance with my care costs from the States of Jersey

My Long- Term Care application has already been assessed

I do not wish to apply for financial assistance from States of Jersey

Declaration

I am signing this document to confirm that the above information has been discussed with me. I accept my responsibilities to pay the agreed amount for any care I receive.

<hr/>
Name of Client/Nominee
<hr/>
Signature of Client/Nominee
<hr/>
Date
<hr/>

Useful links
Telephone
SPOR 444440 Social Security 445505
Email
SPOR@health.gov.je longtermcare@gov.je
Web
www.gov.je/benefits www.iod.je

Privacy Statement: The Social Security department collects information for the purpose of dealing with all benefits and services we administer. We may check information about you with other information we hold. The law allows us to share limited information in relation to your application for Long Term Care benefit with Health and Social Services and your care provider. We will not give information about you to anyone outside of the department unless the law allows us to, or failing that we will seek your consent. Calls to or from Social Security may be recorded. We comply with the Data Protection (Jersey) Law 2018. Find out more about how we use your data in our Social Security Privacy Statement on www.gov.je.