



CARING HOMES

G R O U P

PRIVATE CONTRACT

FOR LONG TERM RESIDENCE AND CARE

TERMS AND CONDITIONS PARTICULARS

DATED	Date
THE PROVIDER	Homefield Grange 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
ASSESSMENT	The written pre-admission assessment made before the Client enters the Home
CARE PLAN	The initial care plan for the Client prepared before the Client enters the Home

1. INTRODUCTORY MATTERS

- 1.1 This Contract contains the terms and conditions agreed between the Provider and the Client (and Sponsor as appropriate). These terms cannot be altered unless agreed by all of the parties, in writing.
- 1.2 The Provider has included in this Contract the appropriate information for the benefit of the Client insofar as that information is not contained, or more particularly referred to, in the Service Information Pack.
- 1.3 (a) The Client and/or the Sponsor acknowledges that this Contract is a private contract for the long term provision of the Services and that the Client's financial circumstances (while subject to change for unforeseen reasons) have been considered by the Client/Sponsor and are presently sufficient to pay the Fee for the Services for at least two years from the date of this Contract and has produced evidence with that effect to the Provider. If the Client becomes eligible for state funding (local authority social services or continuing healthcare) for or toward their placement at the Home, the nature of the placement will change, and the Provider will discuss the placement with the Client/Sponsor. If applicable then it is the duty of the Client / Sponsor to make any subsequent application for funding from the Local Authority or the NHS and to notify the Provider so that the Provider may conclude a suitable contract with the Authority concerned.
- 1.3 (b) In accordance with Clause 1.3(a) 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 1.3(a)).
- 1.3 (c) In addition to Clause 1.3(b) 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. In particular the Client / Sponsor will review the Client's financial circumstances on a regular basis and in any event after 18 months from the Date of Admission. In the event that the Client's financial circumstances warrant an application for Local Authority social services or NHS continuing healthcare funding within the next 6 month period, the Client / Sponsor will notify the Home Manager accordingly. It is the duty of the Client / Sponsor to make any necessary application but the Provider will provide reasonable assistance with a move to Local Authority / Social Services / NHS funding.

- 1.4 The Provider will provide the Services to the Client with reasonable care and skill and to the standards required by law. The Provider will not exclude or limit liability to the Client where the Provider fails meet these standards. However, 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 by persons outside the Provider's control.
 - (c) Any act or neglect or default of the Provider's servants or agents, acting outside of the course of their employment.
- 1.5(a) Nothing in this Contract is intended to limit liability for death or personal injury.
- 1.5(b) Unless caused by negligence or breach of this Contract by the Provider, neither the Provider nor the Home Manager nor 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.
- 1.6 Under no circumstances shall the Provider be liable for any loss or damage caused by the Provider or by its employees or agents in circumstances where:
- (a) there is no breach of a legal duty of care owed by the Provider or its employees or agents to the Client or the Sponsor
 - (b) such loss or damage is not a reasonably foreseeable result of any such breach
 - (c) any increase in loss or damage results from breach by the Client or the Sponsor of any term of this contract.

2. BASIS FOR ADMISSION

- 2.1 The Client wishes to receive the Services in the Home, which the Provider will provide in accordance with the Terms and Conditions contained in this Contract, which the Client and/or Sponsor accept. The Provider welcomes the Client to the Home on that basis.
- 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.
- 2.3 The Provider, in consultation with the Client and (if applicable) the Sponsor, has assessed the Client's care needs and has confirmed that these needs can be met in accordance with the Assessment and the Care Plan.
- 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 acting reasonably and with the interests of the Client being paramount to change the specific Services supplied as a result, and an increase in the Fee may apply.
- 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.

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 All clothing should at all times 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. The Client shall not retain or administer his/her own medication without the written consent 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 Home, 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. The Home Manager will act reasonably in deciding whether to approve furniture or belongings a Client wishes to bring into the Home but the furniture or belongings must be appropriate in size and number for the Room, in good condition and fit for use within the Home. In all cases such belongings, shall be described in a written schedule, submitted by the Client/Sponsor and countersigned by the Home Manager and kept in the Home, which shall be revised from time to time to effect changes.
- 3.6 In addition to the above requirements (in Clause 3.5) all electrical items brought by the Client into the Home must in addition to being approved by the Home Manager be inspected and certified as to their safety.
- 3.7 The Client should make such arrangements for insurance for belongings brought into the Home as he/she considers fit.
- 3.8 If a Client leaves the Home at any time and is not accompanied by any member of the Home staff, for example with relatives or friends neither the Provider nor the Home Manager nor 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.
- 3.9 As a general rule no pet or other animal 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.
- 3.10 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. The exception to this is a dispute in respect of a Fee increase, where the increase will not be applied until the dispute is resolved but the previously payable Fee will continue to apply.
- 3.11 We 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 there in 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 choice and expense:

- Visitors meals
- Hairdressing
- Chiropody / Beauty treatment
- Newspapers
- Outings
- Staff escorts
- Taxis
- Dry cleaning
- Physiotherapy
- Optical and Dental consultations (where appropriate)
- Sky TV supply (if available and 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.

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 5.11.

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, or if the Client requests another suitable room and it can be accommodated. The Client occupies the Room or such alternative room as is made available as licensee only and not a tenant. The Provider reserves the right to require the Client to move rooms on notice, though it will usually not require a room move unless there is a change in circumstances in accordance with Clause 2.4. It should be noted that a room move may change the Fee as different fee rates may apply to different rooms in the Home.

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 weekly rate divided by 7).
- 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 an amount equal to the additional income received by the Provider. The Provider will make reasonable attempts to make alternative temporary arrangements for the Room to reduce the Fee but 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.
- 5.5.1 The Fee payable by the Client/Sponsor to the Provider is a Gross Fee and includes where applicable the Funded Nursing Care Contribution, otherwise known as the Free Nursing Contribution (FNC) payable by the Clinical Commissioning Group (CCG). FNC is a payment made direct to the Provider for the cost of nursing care. It is not payable to the Client nor does it belong to the Client.
- 5.5.2 Once the FNC is awarded by the CCG the Fee payable by the Client/Sponsor will be reduced to a Net Fee (i.e. the Gross Fee less the FNC) for as long as the FNC continues to be paid by the CCG but will revert to the Gross Fee if the FNC is no longer payable.
- 5.5.3 As the FNC and any future increase is paid direct to the Provider by the CCG the Provider will upon receipt of the initial FNC payment account to the Client/Sponsor for the proportion of FNC for the period from the date of the award to the date of receipt of the FNC (the Refund) and will pay the Refund to the Client/Sponsor as soon as possible.
- 5.5.4 Only the Net Fee will be subject to the Fee Increase provision in clause 5.8 for the period the Provider receives FNC from the CCG. For the avoidance of doubt the FNC and any increase to the FNC will belong to the Provider.
- 5.5.5 If this contract is for Residential Services then Clauses 5.5.1 to 5.5.4 do not apply.

- 5.6 Prior to the Date of Admission the Client / Sponsor has paid to the Provider a Deposit in 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 5.12 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 Trust Account.
- 5.7 The Fees may increase or decrease where there has been a significant change in the Client's needs, as assessed by qualified staff. The Provider will consult with and involve the Client/Sponsor in any decision to provide additional care. Following this consultation, the Provider will give the Client/Sponsor 28 days' notice in writing before implementing a change in the Fees for this reason, unless the Client's care needs have increased significantly and unexpectedly. Where those care needs increase significantly and unexpectedly, meaning the Provider needs to provide the Client additional care or facilities at short notice, the Provider will consult with the Client/Sponsor and provide the Client/Sponsor with at least 7 days' notice in writing of any increase
- 5.8.1 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 will never be more than 8% including RPI. The Provider will write to the Client/Sponsor before implementing a change in the Fees explaining the fees for this reason and will provide the Client/Sponsor with at least 28 days' notice in writing (including the amount of any increase). The increase will take effect on the date notified unless, before that date, the Client/Sponsor gives the Provider 28 days' notice to end this contract. This applies to the net Fee, not the FNC contribution as in Clause 5.5 above.
- 5.8.2 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 will never be more than 8% including RPI. The Provider will write to the Client/Sponsor before implementing a change in the Fees for this reason and provide the Client/Sponsor with at least 28 days' notice in writing (including the amount of any increase). The increase will take effect on the date notified unless, before that date, the Client/Sponsor gives the Provider 28 days' notice to end this contract. This applies to the net Fee, not the FNC contribution as in Clause 5.5 above.

- 5.8.3 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 as set out in Clause 5.8.1.
- 5.9 The Provider reserves the right to charge interest at the rate of 1.85% above the London Industry Base Rate 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.
- 5.10 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 as set out in Clause 5.7 or 5.8 in the Fee, the Client may serve notice and leave the Home otherwise the Client / Sponsor shall pay the increased Fee from the date stated in the letter referred to in Clause 5.8.1.
- 5.11 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. The Provider will notify the Client/Sponsor of the additional cost (or the Provider's best estimate of it where the actual price cannot be determined for reasons outside its control) in advance of the Client/Sponsor incurring them, unless the Client/Sponsor require them urgently and agree to waive this requirement. These sums will be payable monthly in arrears on the same date that the next instalment of the Fee is payable.
- 5.12 Whenever this Contract comes to an end and there is a balance of the Fee and / or Deposit and/or other monies owed by the Provider to the Client that balance will be refunded within 28 days of the end of this Contract, or from confirming the person entitled to the refund if later.

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 5.10 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) the Client / Sponsor may terminate this Contract by giving at least two weeks' notice in writing to the Provider, such notice to expire on a Sunday. The Provider may terminate this Contract during the Trial Period should the Client's needs change or the circumstances referred to in Clause 6.4 below apply.

- 6.3 After the expiry of the Trial Period either the Provider or the Client / Sponsor may terminate this Contract by giving at least four weeks' notice in writing, to expire (subject to Clauses 6.4 and 6.5) a on a Sunday.
- 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 Contact 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. If the representatives/Sponsor fail to clear the Room, the Provider reserves the right to do so itself and to charge for any additional days (not exceeding ten days) after the Client's death while it clears the Room itself. In such circumstances the Provider will arrange storage of belongings cleared from the Room for up to 30 days (and if returned the Provider will charge any reasonable storage costs) after which it will dispose of them without further responsibility for them.
- 6.7 The Fee must be paid up to the date of the date this contract ends, even if the Client has left the Home sooner than this, save that where the Provider is able to secure a new occupant for the Room (on a temporary or permanent basis) the Fee will be reduced by the amount of income the Provider receives for the Room during the remaining part of the Contract.
- 6.8 The obligations in this Contract will not cease when it ends, to the extent that they have not at that time been complied with.

7. 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.

- 7.1 In the first instance complaints should be made the Home Manager or the Deputy Manager, or to the Regional Manager at the Provider's Head office address referred to in Clause 7.2.

7.2 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.

7.3 Alternatively, the Client or Sponsor may contact the Care Quality Commission at any stage at the following address:

Care Quality Commission
Citygate
Gallowgate
Newcastle upon Tyne
NE1 4PA

and may contact the relevant area office of Social Services.

7.4 As a further alternative, the matter may be referred to the Local Government and Social Care Ombudsman.

8. **SPONSOR'S OBLIGATIONS (*delete as appropriate)**

- *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*:*

8.1 The Sponsor agrees to act as a guarantor in consideration of the Services rendered to the Client. The Sponsor agrees that if the Client fails to pay the Fee and/or any or any other monies (such as damages for repairs) payable to the Provider under this Contract when due the Sponsor will do so

8.2 The Sponsor's attention is drawn to the effect of Clause 8.1. As explained to the Sponsor before this Contract was entered into, Clause 8.1 makes the Sponsor liable for the Fee and other monies referred to in the event that the Client fails to make payment for them in accordance with the terms of this Contract. Specifically this means that:

8.2.1 If the Client fails to make any payment when it falls due, the Provider will notify both the Client and the Sponsor of that failure within seven days and the need to make the payment immediately.

8.2.2 If the payment has still not been made within fourteen days the Provider will instruct its bank to take the outstanding payment from the Sponsor via the direct debit referred to in Clause

8.4. If there is no direct debit set up, or the payment cannot be recovered via that route, the Sponsor will make payment by Bank Transfer within 7 days.

8.2.3 The Sponsor must note that if the Sponsor does not pay (or ensure that the Client pays) the Fee and other monies referred to in Clause 8.1, the Sponsor could be liable for all of the unpaid Fee /or the cost of any damage caused to the Home (less any Deposit used to offset these amounts owed). The Sponsor may have court proceedings initiated against them to recover monies and the Client's placement in the Home may be lost if the Provider terminates this Contract under Clause 6.2 or 6.3.

8.3 If required by the Provider the Sponsor agrees to provide a completed Direct Debit Form as required under Clause 5.4 in respect of any future payments.

9. 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.

The Resident/Sponsor has evidenced sufficient funds pursuant to Clause 1.3 (a).

Signed: Resident,

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

Signed: Home Manager,

..... The Provider

Signed: Sponsor,

..... The Sponsor

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.