

SCHEDULE 1

TERMS AND CONDITIONS

Provision of Accommodation and Care Services

Two Acres Care Home

Devaglade Ltd

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SECTION A

AGREEMENT GUIDE AND KEY TERMS

We recognise that moving into a care home is a significant decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. We will be entering into an agreement in which both parties will have rights and obligations. In our Terms and Conditions, we have attempted to set out in plain English those rights and obligations.

Our '**Key Information**' and '**Further Information**' fact sheets set out information that we consider is important to share with you to assist you making an informed decision about whether you want to move into our care home. These Terms and Conditions include and expand upon the information set out in those fact sheets.

The Terms and Conditions form part of the Agreement. By signing the Agreement, you are entering a legal agreement. We therefore advise that you review both the Agreement and Terms and Conditions carefully and seek independent legal advice should any issue be unclear.

TERMS OF RESIDENCY

If your placement at the Home has been arranged by a local authority and/or a Care Commissioning Group (CCG), then save for the payment of fees, these Terms and Conditions will apply to you as the agreed terms of your residency in the Home. Should the local authority or CCG cease to be responsible for your placement and you remain resident in the Home, care will continue to be delivered on the terms set out here with the fees to be agreed.

KEY TERMS

We draw your specific attention to the following **Key Terms** and advise that you consider these carefully. Please note the following points are a summary only and you are referred to the full Terms and Conditions. Definitions are set out in the Terms and Conditions.

TRIAL PERIOD: (Clause 5) You are entitled to a trial period of 28 days or longer if agreed with the manager in writing. During this period, you may terminate your placement on 7 days written notice.

FEES and FEE REVIEWS: (Clauses 6 – 8) The **Total Fee** payable and the amount of your contribution (if different) as at the date of admission is set out in the Agreement for the Provision of Care Services ('the Agreement') and the Statement of Fees set out in Appendix 1 to the Agreement.

Our range of fees is set out in the **Key Information** Fact Sheet. Fees are payable monthly in advance. The first month's fee must be paid before admission to the home. The services covered by the fees include standard care, accommodation, food, laundry, utilities, and a range of activities. We are able to provide additional services at additional cost. Staff escorts for emergency visits to hospital are included but escorts for appointments outside of the Home are additional services and are charged at additional cost.

Any payments towards your fees made by another funding body (local authority/NHS) will be deducted from the amount you are required to pay. However, you remain liable for the **Total Fee**. If your needs change and you require a higher level of care, the fees we charge may increase. Fees are reviewed annually, if there is a change in your needs, or if there is a significant legislative change that impacts upon our costs. We may undertake an assessment of your ability to pay our fees and may require that you have sufficient funds to pay our fees for a minimum period of 2 years. We will provide you with 28 days' written notice of an annual fee increase.

CHANGES IN FUNDING ARRANGEMENTS: (Clause 9) If you become eligible to receive state funded assistance towards the cost of your fees, or indeed full payment of your fees, the amount/contribution you receive may not be the same as our **Total Fee** and you or a third party (who will often be a family member) may be required to meet the shortfall. If you are unwilling or unable to meet the shortfall, we may have to terminate the placement.

GUARANTOR: (Clause 9.3) We may request that someone acts as a guarantor. The guarantor will be required to enter into a formal agreement in which they guarantee to pay our fees should you fail to do so. If the guarantor is unable to pay, we may have to commence court proceedings to recover the sums due and further we may have to terminate this agreement.

SELF-FUNDING RESIDENT: (Clause 1.13) A **'self-funding resident'** refers to a resident who is not eligible for either local authority or NHS financial assistance and is therefore responsible for funding their care home placement themselves. You are required to inform us if a local authority is arranging your placement, even though you are not eligible for financial assistance. You are required to provide us with a financial declaration at the outset and in any event within 7 days of you entering the care home and to keep us apprised of your financial position throughout your residency within the care home. This includes you giving your funding local authority an instruction and authorisation and any other information/authorisation they should require in order to discuss with us your financial position in connection with your financial assistance eligibility status. It also includes granting us the requisite authority to discuss these matters with your funding local authority. A refusal by you to provide this information and or authorisations and co-operation, may lead us to terminate our agreement with you thereby preventing you taking up residency in the care home, or requiring you to leave the care home.

THIRD PARTY TOP UP AGREEMENT: (Clause 9) If you become eligible for local authority funded assistance the amount that the local authority pays to us may not meet our **Total Fee**. If this is the case, we may require that a third person, (usually a family member) agrees to pay a top up fee. A formal agreement will be entered into between the third party and the local authority. The third party should be aware that they will be liable to pay this fee throughout the period of your residency whilst your fees continue to be paid by the local authority. Default by the third party may result in you being having to leave the Home.

CHANGES TO FUNDING ARRANGEMENTS – NHS CONTINUING HEALTHCARE: (Clause 9) If you become eligible for NHS Continuing Healthcare Funding, the Clinical Commissioning Group (CCG) responsible for providing the funding, may set a standard rate which it considers to be sufficient to meet your assessed care needs. However, this may be an amount which is less than our fees. Should this happen and the CCG does not agree to pay our full fee and If an agreement cannot be reached between you, us, and the CCG about our fees, it may result in you having to leave the Home.

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

FIRST PARTY TOP UP – DEFERRED PAYMENT AGREEMENT: (Clause 9) If you have a property to sell a local authority may enter into a Deferred Payment Agreement with you whereby it agrees to meet the costs of care until such time as your property is sold and you will repay to the local authority fees

paid on your behalf. The local authority may not agree to pay our full fees. In this case you may be required to pay the difference. This is known as a 'First Party Top Up'.

TERMINATION: (Clause 10) Other than in the Trial Period, either party may terminate this agreement on 28 days' notice. Shorter notice of termination can be given by us if; sums due under the Agreement are not paid, we are unable to meet your needs or if your behaviour or the behaviour of a relative or visitor places you, other residents, or our staff at risk of harm, or the behaviour is unacceptable.

INSURANCE: (Clause 12) The Company's insurance policy covers personal effects to the total value of £500 except cash and high-risk items including jewellery, IT equipment (lap tops, ipads/tablets, smart phones/hearing aids and dentures. Each claim is subject to a £100 excess which will be paid by you.

TEMPORARY ABSENCE:(Clause 19) If you are temporarily absent from the Home, we will keep your room for you. We will continue to charge our full fee. If your absence becomes prolonged (over 8 weeks) and you wish us to keep your room, we will review our fees to see if we are able to offer a discounted fee. However, many of our costs; for example; staff, utilities are fixed costs which will not reduce if you are absent from the Home. If the NHS stops paying FNC contributions during a period of absence the fees that you are required to pay may increase as you remain liable for our **Total Fee**.

COMPLAINTS: (Clause 20) If you are unhappy with any aspect of the service you have the right to complain. We have a robust complaints' process, the details of which are set out in our complaints policy. If you have cause to complain this will not affect your care and treatment and rights under the Agreement.

LASTING POWER OF ATTORNEY: (Clause 21) If in the future a Resident no longer has the mental capacity to manage their affairs, they may need a representative appointed. Not having a Power of Attorney appointed can impact upon your ability to pay your fees and meet your obligations under this Agreement. We therefore recommend that you arrange for the appointment of a Power of Attorney to manage your financial affairs in the event that you are no longer able to.

VARIATION: (Clause 23.5) We reserve the right to vary the Terms and the Condition of the Agreement in order to be able to deliver an effective and efficient service. If we vary the terms we will always act reasonably. Variations will be made in writing and 4 weeks' notice will be given.

SECTION B

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. The Terms and Conditions contained in this document apply to the people we support. In this document, where we refer to 'we', 'us' or 'the **Company**' or to a similar expression, the reference is to the '**Company**' or '**Home**'.
- 1.2. References within this document to '**Resident, you and yours**' are references to the person named within the Agreement who is to receive the accommodation, personal care and (where necessary) nursing care.
- 1.3. References to '**Client, Client's Next of Kin**' or '**Client's Representative**' are references to the party to the Agreement who enters into the Agreement to pay our fees in consideration for provision of services under this Agreement to the '**Resident**'.
- 1.4. References within this document to '**week**' or '**weekly**' are references to the 7-day period commencing on a Saturday and ending on the following Friday (inclusive).
- 1.5. References within this document to '**Manager**', are references to the individual responsible for the overall running of the Home.
- 1.6. **Funded Nursing Care** is a contribution paid by the NHS to the cost of nursing care provided by a registered nurse.
- 1.7. **NHS Continuing Healthcare** is a free package of care for people who have a primary health need. Such care is provided to meet health and associated social care needs arising because of a disability, accident, or illness. It is arranged and funded by the NHS. It is not means tested and is based on assessment of need following criteria set out in a National Framework. NHS continuing healthcare can be withdrawn if your assessed needs no longer meet the eligibility criteria.
- 1.8. **Local Authority Funding** is funding paid by the local authority to meet your assessed social care needs. local authority funding is means tested and eligibility will depend on each local authority's assessment criteria.
- 1.9. **Third Party Top-Up** refers to a payment made by a third party towards the costs of the Resident's care in order to meet the shortfall between what a local authority will pay, and the fees charged.
- 1.10. **First Party Top-Up** refers to a payment made by the Resident towards the costs of the Resident's care in order to meet the shortfall between what a local authority will pay and fees charged.
- 1.11. **Guarantor** refers to an individual who enters into an agreement guaranteeing to pay the fees in the event that the Client' fails to do so.
- 1.12. **Total Fee** refers to the Total Weekly fee that is due for the provision of services under this Agreement set out in the Statement of Fees at Appendix 1.

1.13. **Self-Funding Resident** refers to a resident who is not eligible for local authority and/or NHS financial assistance and is therefore responsible for funding their care home placement (whether or not they make payment direct to the Home or to their responsible local authority) and regardless of whether the arrangements for their care are made by the local authority.

2. PHILOSOPHY OF CARE

2.1. The Company will try to provide a comfortable and happy home and hopes that its residents will enjoy living at the Home. The Company, the staff and management within the Home will do everything possible to respect residents' rights, particularly by observing the values of privacy, dignity, independence, and choice which can be threatened by living in a communal environment and having to cope with disabilities. The Company recognises that providing good care is a co-operative process and it will attempt to consult its residents and, where appropriate, their relatives, friends, and representatives at all times and as fully as possible. This document should be read and interpreted in light of these principles.

2.2. The Company aims as a minimum, to maintain such standards within the Home as are required by legislation.

3. RIGHTS OF RESIDENCY/ROOM ALLOCATION

3.1. Residency in the Home does not constitute any tenancy nor an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. The Resident will be allocated a room on admission which they will occupy as a licensee only.

3.2. The Company would not normally ask a Resident to move from one room to another; however, we reserve the right to relocate a Resident to another room at any time to ensure we are able to deliver effective and efficient care services in line with assessed needs. The Company will undertake to provide a reasonable period of notice of such relocation and will discuss reasons with the Resident and their representative unless there are exceptional circumstances which require an urgent move. If such a move is unacceptable to the Resident or the Client, then they have the right to terminate the Agreement with immediate effect without penalty.

3.3. The Company shall have, and requires, full, free, and unrestricted access to the room in order, amongst other things, to provide the services referred to in this Agreement.

4. HEALTH

4.1. On acceptance of their residence at the Home, a care plan will be prepared to outline the management of the Resident's care. The Resident (or where appropriate), their appointed representative/relative(s) will be invited to state what they want from their care and will be advised as to how we will endeavour to meet these objectives.

4.2. The Company will comprehensively assess and document the Resident's health needs. Care will be provided in accordance with that assessment to ensure that the Resident's needs are met

5. TRIAL PERIOD

5.1. The Resident will be entitled to a trial period on first being admitted to the Home. This will be for a period of 28 days from the date of admission or for such other period as shall be agreed in writing between the Manager and the Resident and/or Client. This is for our mutual benefit, to ensure mutual compatibility on a long-term basis.

- 5.2. Towards the end of the trial period a review meeting will be held between the resident, their family, and the Manager to decide whether the resident wishes and is able to continue to living home after the end of the trial period.
- 5.3. Upon completion of the trial period should it be decided that the Resident will not continue living in the Home, one week's notice or payment in lieu will be required.
- 5.4. If the Resident decides to leave before the end of the agreed trial period the fees paid in advance will not be returnable except in exceptional circumstances for example because we have breached our obligations to you under this Agreement.
- 5.5. All fees as prescribed in clause 6 are payable during this period.

6. FEES

- 6.1. The **Total Fee** payable for the provision of services are set out in the **Agreement**.
- 6.2. Fees are payable from the date when we are informed by the Resident (or on their behalf by their appointed representative/relative) that they wish to come to the Home, and we hold a place for them unless otherwise agreed with the Manager in writing.
- 6.3. Unless otherwise provided for within this Agreement, the **Total Fee** payable under this Agreement remains the liability of the Client.

Services Included in Basic Fee

- 6.4. Unless otherwise stated, the fees charged under this Agreement for the services provided hereunder include;
 - staffing the Home on a 24-hour basis
 - accommodation (including heating and lighting)
 - meals (breakfast, lunch, and evening dinner) and snacks,
 - cleaning of rooms,
 - a range of activities (some activities will occur a charge as set out in Clause 8),
 - periodic decoration of the Resident's room,
 - the laundering of bed linen and personal clothing not requiring dry cleaning,

Changes in Care Needs

- 6.5. If the Resident's needs change during the period of their residency, requiring greater staff input and support, the Company may increase the fees in order to meet this higher level of support. An assessment of need will be undertaken before the fees are increased.
- 6.6. We will use our reasonable endeavours to provide the Client with 28 days' notice of any change in fees to meet the costs of additional care and support. Higher levels of care and support will only be initiated without the Company giving 28 days' notice, if it is required in order to protect the Resident, other residents, or staff from the risk of harm. In this case we will give the Client prior notice of the increase in fees. If you do not wish to pay the fees for the higher levels of care and support you can terminate this Agreement without penalty with immediate effect.

Funded Nursing Care Contributions from the NHS

- 6.7. If the Resident requires nursing care, the CCG will assess whether you are eligible to receive Funded Nursing Care (FNC). FNC is a payment made by the NHS to the Resident towards

the costs of nursing care provided by a registered general nurse. If the CCG has assessed that you are eligible for Funded Nursing Care (FNC) and pays this direct to the Home, the amount received will be deducted from the **Total Fee** set out in the Statement of Fees (Appendix 1) and you will be charged the net amount. The Client will, however, remain liable for the **Total Fee** in the event that FNC funding is withdrawn or if the CCG defaults on payment.

- 6.8. If the Resident is admitted to hospital, the CCG may stop making FNC payments to the Home during the period of the admission. As the Client remains liable for the **Total Fee**, this may result in an increase in fees payable by the Client.

Payment of Fees

- 6.9. Fees are payable by Standing Order in advance on the first day of each month unless alternative arrangements are agreed in writing.

- 6.10. All accounts must be settled within seven days of presentation of an invoice.

- 6.11. Fees are calculated using the following formula:

Weekly fee divided by 7 days, multiplied by 365 days divided by 12 months to give 12 equal fixed monthly figures.

- 6.12. If written notice to terminate this Agreement has been given by the Company or by the Client in accordance with the terms of this Agreement, then any fees paid in advance to the Company (as far as those fees cover a period that is in excess of the required notice period) will be apportioned on a pro-rata basis and reimbursed to the Client save for any deductions made in accordance with the Terms and Conditions set out herein.

- 6.13. Any amount due under the terms of this Agreement and not paid to the Company on its due date will bear interest from the due date to the date of actual payment at a rate of 2% above the minimum lending rate of Barclays Bank plc. Interest due must be paid together with the amount of arrears in question.

- 6.14. The Company is entitled to recover all legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under the Agreement that are not paid in accordance with these Terms and Conditions.

7. ADDITIONAL SERVICES

- 7.1. The Additional Services listed below are examples of services that can be provided at extra charge that are not included within the **Total Fee**. The details of these extra charges will be provided upon request and before the additional services are provided.

- Professional hairdressing – by arrangement with the contracted hairdresser
- Dry Cleaning
- Alcoholic Beverages, Confectionery, Stationery, Personal Interest Magazines/Personal copies of newspapers
- Toiletries
- Personal Clothing
- Telephone – incoming calls are inclusive on the Home telephone. International Outgoing calls only, on the Home's telephone line will attract charges as applicable from the provider

- Chiropody – by arrangement with the contracted chiropodist
- Physiotherapy – by arrangement by the GP or privately
- Aromatherapy, Reflexology
- Off Site Activities/Events – at cost (including transport costs)
- Incontinence Pads – the NHS provide a maximum of four incontinence pads per 24-hour period. Any additional pads are charged
- Taxi Service
- Staff Escorts – in the event that Clients require an escort for any outings/functions then the Company may, subject to availability, provide a member of staff at a charge of £16 per hour for the time spent away from the Home. Please note that we cannot guarantee a staff escort will be available.

8. FEE REVIEWS

- 8.1. The fees that the Company charge are calculated taking into account a number of factors. In order to comply with regulations, we must ensure that we are financially viable. There are a significant number of external factors that influence our costs and consequently the fees that we charge. For example, the rates that the NHS pay nurses can impact upon the rates that we are required to pay in order to recruit the best staff, the amount the local authority and CCG pay for state funded residents can impact upon our revenue and the fees that we have to charge. The Company uses its reasonable endeavours to ensure the basis for any increase in fees charged is reasonable and transparent.
- 8.2. The Company will carry out a review of its fees annually, or more frequently if one of the events set out in clause 8.6 below should arise.
- 8.3. The Company's annual fee review takes place on 1 April.
- 8.4. The Company's fees will increase by 5% - 10% per annum
- 8.5. If a contribution is made to your fees by a local authority or the NHS, the local authority or NHS may not increase its contribution by the same percentage as the Company's fee increase. This may result in the amount that you are required to pay being higher than 5% of our **Total Fee**.
- 8.6. In addition to annual fee reviews the Company will carry out a review of its fees if one of the following situations arise:
- 8.6.1. There is a change in the Resident's care needs;
- 8.6.2. There is a change in any legal requirements to which the Company is subject and which will lead to an immediate increase in the Company's costs;
- 8.6.3. There is an increase in the level of FNC paid by the CCG to reflect the increase in costs in providing nursing care.
- 8.7. Save for where there is an urgent need to provide higher levels of care and support as set out in Clause 6.5 above, the Company will notify the Client at least 4 weeks in advance of any increase in the Company's fees (as far as this is practicable) or as soon as is reasonably practicable.

- 8.8. In circumstances where there is an urgent need to provide enhanced levels of care to avoid harm, we will provide you with immediate notice of any fee increase to cover the costs of the higher care and support. If you do not agree with our decision we will liaise with relevant independent professionals and provide you with the opportunity to leave without penalty when the fee increase takes effect.

9. CHANGES TO FUNDING ARRANGEMENTS

Eligibility for Local Authority Funding

- 9.1. Unless we are informed otherwise, we trust and assume that any Resident whose care is arranged by a local authority, is entitled to local authority financial assistance and that the Resident is not, therefore, a **Self-Funding Resident**.
- 9.2. In the case of those individuals who are a Self-Funding Resident, during the period of your residency circumstances may arise that lead to a change in the funding arrangements. If the Resident is not eligible for local authority financial assistance at the time they enter into this Agreement, they may become eligible in the future. It is therefore important that the Client is aware of the criteria for local authority financial assistance and that we are able to establish at the beginning of this Agreement how long the Client will be responsible for meeting the Company's fees out of the Resident's/Client's own financial resources. The Company at its discretion may therefore require details of the Resident's financial status as set out in Appendix 2. All financial information which is provided to us will be kept strictly confidential.
- 9.3. If the Client is unwilling to provide details of the Resident's financial resources or if the Company determines that the Resident's financial resources are insufficient to pay the Company's fees for a minimum of two years, the Company at its discretion, may require a Guarantor Agreement to be entered into as set out in Appendix 3. The Guarantor will be responsible for meeting the fees if the Client fails to pay the fees due under this Agreement. The Guarantor will be given reasonable notice of the amount of any payment(s) due as they arise, together with an invoice for payment as soon as practicable. We will use our best endeavours not to allow arrears to build up without notifying the Guarantor.
- 9.4. The Client remains liable for the **Total Fee** until the Agreement has been terminated and the Resident leaves the Home. It is therefore important that the Client regularly reviews the financial position so that an application for local authority funding can be made in advance of the Client falling below the financial threshold when assistance is available.
- 9.5. The Client agrees to provide the Company with 3 months' prior notice of the Resident becoming eligible for local authority funding.
- 9.6. Should the Resident become eligible for local authority financial assistance, we retain sole discretion as to whether we are prepared to enter into an agreement with a local authority regarding the funding of the Resident's placement within the Home.
- 9.7. We will not provide any financial advice to the Client and do not accept any responsibility and/or liability in respect of the preservation of the Resident's finances (whether capital/income or other). Responsibility for seeking and obtaining any financial assistance that may be available rests entirely with the Client.

Third Party Top-Up

- 9.8. If the Resident becomes eligible for and chooses to accept local authority financial assistance, this Agreement will need to be terminated in accordance with the termination provisions set out in Clause 10 and a new Agreement will be entered into between the Company and the local authority covering the new financial arrangements. The **Total Fee** we charge may be higher than the fee which the Local Authority will pay. If the Resident becomes local authority funded, it may be necessary for the Company and/or the local authority to enter into a separate Agreement with a third party (typically a family member) to meet the shortfall between the amount the local authority pays and our fees. This is referred to as a **Third Party Top-Up**. The Client should be aware should there be a shortfall in fees, if a third party is not prepared to enter into a Third Party Top-Up agreement to meet this shortfall, the Company may decide to terminate the placement.
- 9.9. A **Third Party-Top-Up** agreement should be arranged through the local authority. Before agreeing the **Third Party-Top-Up** the local authority is required to consider whether it should meet the full cost of your placement. If the local authority does not provide its authority to a **Third Party-Top-Up Agreement**, the Company may decide to terminate the placement. If the third-party defaults on the **Third Party-Top-Up** payments, the Company may decide to terminate the placement.
- 9.10. If in accordance with Clause 9.8 above, the Agreement is terminated and a new agreement is entered into between us and a local authority and/or a third party, we expect the Resident/Client to continue to comply with the Terms and Conditions, which will continue to govern the provision of any services by us to the Resident outside of those services that are commissioned by the local authority. In the event that the local authority withdraws funding from the Resident, these Terms & Conditions will apply if the Resident continues to reside in the Home.

Eligibility for Continuing Health Care Funding or Funded Nursing Care

- 9.11. If the Resident is admitted as a residential resident and the Resident's needs change, we will undertake a reassessment to determine whether the Resident requires nursing care. This may result in an increase in the **Total Fee** we charge to reflect the higher level of needs and service required to meet those needs.
- 9.12. If we consider that the Resident requires nursing care, we will request an NHS assessment to determine whether you are eligible to receive **Funded Nursing Care (FNC)** or **Continuing Health Care (CHC)**. We do not accept any responsibility or liability for any losses arising out of or connected to any entitlement the Resident may have to FNC and CHC which are both funded by the NHS.
- 9.13. If the Resident is eligible to receive **Funded Nursing Care (FNC)**, (a payment by the NHS towards the costs of care provided by a registered nurse) the FNC payment may not cover the full increase in our fees. This is because residents who are assessed as requiring nursing care may also have higher personal care needs or because not all of your care needs can be met by the contribution made by the NHS. We shall give you 28 days' notice of any changes to the fees that will be charged.
- 9.14. Should the Resident's care needs' change, and is assessed as having a 'primary health need', the Resident may become entitled to **NHS Continuing Healthcare funding (CHC)**. In this case the NHS will usually pay a standard CHC fee rate which it objectively assesses is sufficient to meet your assessed care needs. Our fee will most likely be higher

than the standard fee the NHS pays. There may be circumstances where the NHS will agree to pay our higher fee and we will do what we reasonably can to assist you in any discussions with the NHS about this. The NHS may not agree to pay our higher fee, if it determines that your assessed needs can be met in a more basic care setting and/or alternative care home. In these circumstances, if you wish to remain in the Home, you will not be entitled to receive the CHC funding and you will have to continue to pay the **Total Fee**. In the alternative, if you wish to receive the CHC funding for which you are eligible, we may be able to offer you to move to a lower standard room (if one is available). If this is not acceptable you may have to move to another care home that is able to meet your assessed care needs at the standard CHC fee rate.

- 9.15. Whilst we are not entitled to charge you the difference between our fees and the CHC fee, as explained in clause 9.14 above, we are entitled to charge you for any optional services that are not necessary to meet your assessed needs which fall within the CHC funded care package. Were a situation to arise where the CHC fee is sufficient to cover our fees for meeting your assessed needs and it is agreed that you will continue to remain in the Home under the terms of a CHC funded care package, we will charge you for any additional services that may be provided to you and which are not covered by your CHC funded package of care.
- 9.16. In some circumstances, the Company may not be informed by the funding CCG that the Resident has been awarded CHC. Accordingly, as and until we receive written confirmation that the Resident is eligible for CHC, this Agreement will continue to operate. For the avoidance of doubt, the Agreement, and the **Total Fee** due, will apply during any period(s) for **which CHC eligibility** may be retrospectively applied by the CCG.
- 9.17. If we do not require the payment of any additional fees and do not therefore need to enter into a new agreement with the Client, we expect the Resident and Client to continue to comply with the Terms and Conditions, which will continue to govern the provision of any services provided by us to the Resident outside of those services that are commissioned by the NHS.
- 9.18. As eligibility for NHS Continuing Healthcare is based on health criteria, NHS Continuing Healthcare Funding may be withdrawn should the Resident no longer meet the eligibility criteria set by the NHS. Should this happen, the Residents, continued residency within the Home will be subject to the Terms and Conditions and our fee rates (which may be higher than those being paid under the NHS Continuing Healthcare Funding arrangements) from the date that the NHS Continuing Healthcare Funding is withdrawn, even if the Resident/Client files an appeal against the NHS Continuing Healthcare Funding having been withdrawn.

Retrospective Funding Decisions

- 9.19. In some circumstances a local authority or the NHS may retrospectively determine a resident is entitled to receive local authority financial assistance, FNC or NHS Continuing Healthcare funding. Should this happen the Client will remain liable for the full fees charged under this Agreement up until the time when this Agreement is terminated in accordance with the Terminations provisions set out in Clause 10, and a new agreement entered into between ourselves and the funding body. However, we will consider the exercise of our discretion in such circumstances in deciding whether or not to retrospectively reduce the fees payable under the Agreement. If a decision is made to

reduce the fees, we may backdate our reduction but only for a maximum of 28 days from the date when the paying local authority/NHS notifies us.

9.20. If the fees the local authority or NHS agree to pay are lower than those that we charge, the fees under this Agreement remain payable until this Agreement is terminated. Any refunds will be made to the Client by the local authority and/ or NHS.

9.21. The Company will not be liable for refunding any fees paid under this Agreement.

Twelve Week Property Disregard

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

You are required to inform us if a local authority is disregarding your property for the purposes of assessing your eligibility during the 12-weeks after your admission to the Home.

Deferred Payment Agreement

9.23. If you have entered into a Deferred Payment Agreement with the local authority you are required to disclose this to us. If the fees the local authority agrees to pay during this period are lower than the fees we charge, you may be required to meet any shortfall. This is called a 'First Party Top Up.' This charge may be applied retrospectively to the time of the Resident's admission to the Home if the Client failed to inform us that they have entered into a Deferred Payment Agreement, as a consequence of which the Company entered into an agreement with a local authority regarding the Resident's residency in the Home at lower fee rates than the Company would have charged the Resident had they been admitted to the Home as a Self-Funder. Any retrospective payment(s) will be for the shortfall between the amount received from the local authority and the amount which the Company would otherwise have charged the Resident had the Company been aware of the Deferred Payment Agreement.

Discharge to Assess

9.24. If the Resident's placement has been arranged by a local authority/CCG/ or NHS Trust in order to facilitate the Resident's prompt discharge from hospital on a 'Discharge to Assess' basis, the Client will be required to sign this Agreement confirming that they will be responsible for the terms set out in the Agreement, (including the fees) from the time of the Resident's admission to the Home. If a local authority/CCG/NHS Trust pays our fees during the Assessment period, no charge will be made to the Client. The Client will be responsible for our fees in the event that the local authority/CCG/ or NHS Trust determines that the Resident is not eligible to receive state funded support or in the event that state funded support is withdrawn.

10. TERMINATION

Termination on Death

10.1. This Agreement will terminate immediately on the Resident's death. In such circumstances, the Company's fees will be charged for up to two days following the Resident's death to enable the room to be cleared. If the room is not cleared the Company

will continue to charge fees for a maximum of 10 days, following which personal possessions will be removed from the Home and placed in storage. Storage charges will be met by the Client.

- 10.2. If the room is occupied by a new resident during this period fees will not be charged.
- 10.3. Any fees paid in advance to the Company to cover the period after the Resident's death will be reimbursed save to cover any costs and expenses that may have been incurred in respect of the Resident before the date of death and up to the date the room is cleared.
- 10.4. On the Resident's death, the Client agrees to inform the Company of the details of the executors/administrators appointed by the Resident's estate.
- 10.5. The Client agrees to inform the appointed executors/administrators of the Resident's estate of any fees that remain outstanding within 7 days of the date of the Resident's death.

Termination by the Company

- 10.6. The Company may terminate this Agreement in any of the following situations:
 - 10.6.1. the Client fails to pay the fees due and payable under this Agreement;
 - 10.6.2. the Company can no longer provide care which is appropriate for the Resident's needs within the Home;
 - 10.6.3. there is an irreconcilable breakdown in the relationship between the Resident and/or the Resident's relatives or representatives which interrupts the service or safe delivery of care to the Resident or other service users;
 - 10.6.4. the Home closes and/or the Company's registration in respect of the Home is cancelled;
 - 10.6.5. where in the opinion of the Company the Resident is disruptive and/or presents a risk to the welfare of the other service users in the Home, or its staff (in which case the Company's right to cancel will be exercised reasonably taking account of the type of care that the Home has agreed to provide to the Resident and after all reasonable efforts have been made by the Company to manage the risk);
 - 10.6.6. the Resident's funding arrangements change and there is no person willing to enter into a Third Party-Top -Agreement;
 - 10.6.7. the Client refuses to pay additional charges not met by CHC and/or FNC payments.
- 10.7. In such cases the Company will endeavour to work with the Resident, professionals, and the Resident's family to determine appropriate alternative accommodation.
- 10.8. The Company will give no less than 28 days written notice save for clauses 10.6.2, 10.6.3, 10.6.4 above where the notice period will be a minimum of 7 days' notice of termination.

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

Termination by the Client

10.10. The Client may terminate this Agreement upon giving the Company not less than 28 days written notice of termination.

10.11. Should the Resident vacate the Home before the expiry of the 28-day notice period the full fees due for the Notice period will remain payable.

10.12. If the Resident vacates the room during the notice period and the room is used to accommodate another resident, the fees due for the remainder of the notice period will be reduced to take into account any sums received during that period.

11. INSURANCE

11.1. Our insurance policy provides cover for Resident's personal belongings up to a maximum value of £500 at any time, with the exception of cash.

11.2. The policy carries a £100 excess payable by the Resident for each claim made under the policy.

11.3. If personal belongings, such as furniture and items e.g., cash, credit cards, deeds, documents, or personal effects of greater value are kept in the home, they should be covered by the Resident's own insurance.

11.4. High risk items such as jewellery/hearing aids/spectacles/dentures/ IT equipment/ cash are not covered by the Company's insurance and the Resident should make appropriate insurance provision].

11.5. The Company recommends that Residents only carry up to £10 in their wallet /purse and larger amounts of cash are deposited in the safe. A maximum of £50 can be deposited in the safe.

12. SMOKING & ALCOHOL

12.1. The Home is non-smoking. Residents are asked to discuss smoking arrangements prior to admission. Smoking is not permitted in the bedrooms or in any area of the Home building and there can be no exception made.

12.2. Alcoholic drinks are allowed but the Home would prefer to hold personal stocks which will be made available upon request.

13. EQUALITY AND DIVERSITY

13.1. We operate an equal opportunities policy with regards to the users of our services and to the employment of staff. This being the case, the Resident has the right to refuse the care of any employees at the Home for their own personal reasons, but if in an emergency that member of staff is the only person qualified to give the necessary care and the Resident continues to refuse that person's help it will be entirely at the Resident's own risk.

13.2. The Resident's cultural and religious beliefs will be respected, and we will endeavour to meet all of their reasonable requirements as far as is reasonably practicable.

14. VISITING (OPTIONAL)

- 14.1. Visiting times are as flexible as possible. There are no restrictions but if treatments are to be carried out during the course of a visit the Home may request that visitors wait outside the room until the Resident is ready to receive them.
- 14.2. Visitors may be provided with meals at a reasonable price and with notice; non-alcoholic drinks are available free of charge.
- 14.3. In the interest of general safety visitors are required to sign in and out and to inform staff on duty if a Resident is leaving the premises with them.
- 14.4. All visitors to the Home must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the Home's community. Visitors must also be civil towards staff and the Manager reserves the right to restrict visitors who cause difficulties within the Home.
- 14.5. We reserve the right to restrict or stop visiting in the event of a public health emergency or on advice from public health teams.

15. MEDICATION (OPTIONAL)

- 15.1. As part of the admission process the Resident must declare to the Manager or Senior Nurse all medications and treatment creams that are currently used.
- 15.2. If the Resident wishes to self-administer all or some of their prescription or non-prescription medications and treatment creams, then an assessment of their capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is appropriate, the Resident will be asked to sign an agreement recording the decision and from that point the Company accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company. This agreement, when signed, will be placed in the Resident's care file. The Company will review the assessment on an ongoing basis. The Home will be responsible for ensuring you receive your medication from the pharmacist on a regular basis.
- 15.3. If the Resident either chooses not to be self-medicating or the assessment of the Resident's capabilities indicates that they are not capable of self-medicating, then the medications and treatment creams will be retained by the Manager or person in charge on admission.
- 15.4. In the event that a Resident who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams e.g., paracetamol, the Resident should inform the Manager or nurse in charge before doing so and the Company accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of the Company or its agents or an employee of the Company.
- 15.5. All medications must be kept securely locked in individual cabinets.

16. PERSONAL POSSESSIONS

- 16.1. Residents are encouraged to have personal possessions, subject to health and safety and fire risk assessments, which remain their property and the agreement of the Manager.
- 16.2. On admission an allocated member of staff will complete an inventory detailing the Resident's personal effects. We will ask for a declaration of any valuables that the Resident may have with them including cash. Every reasonable care is taken with your belongings but we do not recommend valuables are brought into the Home. You are requested not to keep sums of cash in excess of your immediate needs, or valuables (especially jewellery) in your room or on your person. A safe-keeping facility is available for the deposit of small valuable items or cash. However, except in the case of our negligence or fraud, we do not accept any liability for the safe keeping of such items.
- 16.3. Our insurance provisions are set out in Clause 11. The Company does not accept responsibility for loss or damage to Resident's personal possessions unless damage was caused by staff.
- 16.4. The Company reserves the right to inspect electrical equipment brought into the Home by or for the Resident and to prohibit the use of such equipment as may be considered by them to be unsafe or potentially unsafe.
- 16.5. The Home is unable to accommodate Resident's pets; however, the Company will endeavour for arrangements to be made for pets to visit Residents.
- 16.6. Personal clothing is laundered in our laundry on site and all reasonable care will be taken with the handling of the Resident's clothing. All personal clothing must be named prior to being brought into the Home with a small tag name woven into the garment. The Home will use all reasonable endeavours to prevent damage to clothing. However, we request that all items of clothing are machine washable at high temperatures and can be tumble dried. The Company does not accept responsibility for lost items that are not appropriately labelled. The Company does not accept responsibility for damaged caused to items not suitable for washing at high temperatures and being tumble dried.
- 16.7. The Resident may request a key to their room. Such a request will only be refused by management if it would deem to place the Resident or other Residents at risk. Any decision will be discussed with the Resident.
- 16.8. All the Resident's personal possessions must be removed from the Resident's room within two days after the Resident's death or in the event of the Resident's moving from the premises immediately on the Resident's departure from the Home. In the event that personal possessions are not removed within the time set out in this clause, the Company will arrange for the possessions to be safely removed to a storage facility and all costs will be charged at cost to the Client. If the items are not collected from storage within 8 weeks the Home will arrange for the items to be sold or destroyed. If the possessions are sold, we will credit any sums received on sale to the Resident's account, less any costs incurred in the sale and less our reasonable expenses.
- 16.9. We reserve the right to charge the Client for any damage caused wilfully or recklessly by the Resident or their visitors to Company property, fixtures or fittings in the Home.

17. BENEFITS

The Company may be able to give some guidance to the Resident regarding benefits that may be available to them. However, the claiming of benefits and seeking appropriate advice remains the Client's responsibility.

18. TEMPORARY ABSENCE

18.1. Where the Resident is temporarily absent from the Home (e.g., for a holiday or during a stay in hospital) then the **Total Fee** remains payable for the period of the Resident's absence up to 8 weeks. After this 8-week period, a review will be conducted and fees may be reduced if the Company considers this to be reasonable in the circumstances.

18.2. The Client should be aware that because the majority of the Home's costs are fixed (staff numbers, utilities, rent/mortgage, regulatory fees) and if the Company is required to retain the Resident's room, it is not possible to significantly reduce the amount charged should the Resident be absent from the Home.

19. DATA PROTECTION AND CONFIDENTIALITY

19.1. The Company will comply with its statutory duties under the Data Protection Act 2018, GDPR and its duties of confidentiality. The Company will take all reasonable steps to ensure that the information it holds about the Resident remains confidential and secure. Unless required by law or in circumstances that the Company deems necessary to ensure that the Resident's care needs are met, confidential information will not be disclosed without the Resident's prior consent.

19.2. The Company is required by law to share personal information about people who use the service with other bodies at their request, for example our regulator, the Care Quality Commission, the police, or the local authority safeguarding authority. The Care Quality Commission can request to see any documentation the Home holds about people who use the service for the purpose of fulfilling its regulatory functions. The Company cannot object to disclosure of this information. However, if the Resident/Client objects to any personal information the Company holds about them being shared, the Company can bring this to the attention of the Care Quality Commission, who should then discuss the matter with the Resident/Client before accessing their information. This will be discussed with the Resident during the care planning process.

19.3. If the Resident/Client has not raised any objection, the Care Quality Commission should notify the Company that they have reviewed service users' personal information, and the Company are able to share this information with the Resident as part of our Data Protection Governance.

20. COMMENTS, COMPLAINTS, GRIEVANCES

20.1. The Company strives to provide a quality service and requires your input to ensure that an appropriate level of Resident satisfaction is achieved. We welcome your comments, both positive and negative, regarding the service you receive. These are a part of our Governance System that enables us to learn and improve the services we offer. A copy of how to make comments, register concerns or complaints is in our resident's brochure and displayed in reception.

- 20.2. If you are in any way dissatisfied with our service, please discuss this with the Nurse in Charge of the Unit or the Unit Manager as soon as possible. If you wish to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance.

21. LASTING POWER OF ATTORNEY (OPTIONAL)

During the period of your stay with us, you may require assistance in managing your financial affairs or due a deterioration in your health you may not have the capacity to continue to manage your affairs. This can result in difficulties in managing payments in accordance with this Agreement which can be difficult to resolve and may lead to non-payment of fees and termination by the Company. The Company recommends that the Resident as soon as reasonably practicable after entering into this Agreement prepares a Lasting Power of Attorney (Property and Finance) to ensure that the Resident's affairs can continue to be managed.

22. GIFTS

Our Staff are not permitted to accept gifts individually from you or to act as a witness in respect of any legal documentation. Gifts which benefit the Home and all residents equally or all our staff equally can be accepted. The Manager will advise on how this can be arranged.

23. ADDITIONAL TERMS

23.1. Force Majeure

The Company shall be under no liability for any failure to perform any of its obligations if and to the extent that the failure is caused by any circumstances which are beyond its reasonable control.

23.2. Notices

Any notice to the Client may be validly given if sent by email, recorded delivery post or hand delivered to the Client. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

23.3. Severance

The invalidity, unenforceability, or illegality of any provision (or part of a provision) of this Agreement under the laws of any jurisdiction shall not affect the validity, enforceability, or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intentions of the parties.

23.4. Waiver

No waiver by either party of any breach or non-fulfilment by the other party of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of this Agreement and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

23.5. Variation

23.5.1. The Company reserves the right to vary the Terms and Conditions of this Agreement from time to time to ensure the Company is able to deliver effective and efficient care services in line with assessed needs. When making any variation the Company will always act reasonably and for valid reasons, for example changes that are

necessary to give effect to new health and safety laws or sector regulations, or to improve the service that we provide to you, or fee increases made in accordance with this Agreement.

23.5.2. Save in cases where there is a change in needs requiring more immediate response, variations will be notified in writing four weeks in advance and will take effect from the date stated in the notice. Where a change in needs requires earlier intervention in order to meet a change in needs, then notification will be provided at the earliest opportunity, usually within seven days.

23.5.3. No variation of our Terms and Conditions shall be valid unless it is in writing.

23.5.4. If a major, unexpected variation becomes necessary, we shall provide 6 weeks' notice and engage in meaningful consultation with you before the change comes into effect. In these circumstances any changes will be agreed with you.

23.5.5. If you object to any changes to the terms of our Agreement you have the right to terminate this Agreement without penalty.

23.6. **Entire Agreement**

This Agreement, along with documentation which notifies you of changes to your fee from time to time, constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.7. **Third Party Rights**

A person who is not party to this Agreement shall have no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of it.

23.8. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

23.9. **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

The Consumer Contract Regulations 2013 apply to you as a "consumer". **If this Agreement is signed away from the Company's place of business (the Home) then you have the right to cancel this Agreement within 14 days without giving any reason.** The cancellation period will expire after 14 days from the day the Agreement is agreed. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g., a letter sent by post, fax, or e-mail). If you cancel this Agreement, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay. If you request us to commence the performance of services during the cancellation period, you shall pay to us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this Agreement. If the service you have instructed us to provide is completed during the cancellation period you will have no right to cancel the Agreement.

23.10. **Privacy Notice**

23.10.1. As part of the services we offer, we are required to process personal data about our Residents and, in some instances, the friends or relatives of our Residents.

“Processing” can mean collecting, recording, organising, storing, sharing, or destroying data.

23.10.2. We are committed to providing transparent information on why we need your personal data and what we do with it.

23.10.3. Information about how we collect, process, retain and share your data together with details of your rights to access, rectify and delete data that we hold about you is set out in the Privacy Notice (Appendix 4).

Appendix 1

STATEMENT OF FEES

1. Basic Fee

You have been assessed as requiring:

| Category of Care | Weekly Fee £ |
|-------------------------------|--------------|
| Residential Care | |
| Higher Needs Residential Care | |
| Nursing Care | |
| High Needs Nursing Care | |
| Dementia Care | |
| Higher Needs Dementia Care | £ |

2. Payment Schedule: Self – Funded

The Payment schedule sets out how the fees are comprised and who is responsible for making contributions. The Client remains liable for the **Total Fee** in the event the FNC contribution ceases to be paid.

| | Weekly Fee £ |
|---------------------------------------|--------------|
| Gross Basic Fee Inclusive of FNC | |
| Enhanced Fee | £ |
| | |
| Total Fee | |
| | |
| Less FNC Contribution (NHS) | -() |
| | |
| Total Payable Weekly by Client | £ |

3. Payment Schedule – First Party-Top-Up

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

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

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

| | Weekly Fee £ |
|---|--------------|
| Gross Basic Fee (Inclusive of FNC) | |
| Enhanced Fee | |
| | |
| Total Fee | |
| | |
| Less FNC Contribution | -() |
| | |
| Less Payment Received by Local Authority (Deferred Payment Agreement) | -() |
| Less Payment Received by Local Authority (12 Week Property Disregard) | -() |
| Total Payable Weekly by Client | |

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

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

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

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

Appendix 2

Financial Assessment

| | |
|---|----------------------------|
| Weekly fees | |
| Resident's available assets | SUBSTANTIAL/LIMITED |
| How are the assets valued? | |
| Property | YES/NO |
| Cash in bank accounts | YES/NO |
| Pension/Other | YES/NO |
| Length of time available to pay private fees: | YEARS _____ MONTHS _____ |
| Length of time before 3rd party top up becomes applicable: (This is when the level of funds falls to levels when LA will make some contribution) | YEARS _____ MONTHS _____ |

If the Client does not wish to disclose the above information, then the Client must complete the Statement of Assets confirming that they have sufficient assets to meet the fees for at least three years before assets fall to the levels whereby the Local Authority will help funding.

Statement of Assets

I fully understand and agree to report changes in my financial position to the Company promptly. I confirm I have sufficient assets to pay the fees charged in full for three years before I become entitled to claim local authority assistance.

| |
|--------------------------|
| Signed..... |
| Name..... |
| Client/Power of Attorney |
| Date..... |

| |
|---------------------------------|
| Signed on behalf of the Company |
| |
| Name..... |
| Position..... |
| Date..... |

Appendix 3

Guarantor

I agree to act as Guarantor for non-payment of fees by the Client. A Guarantor Agreement is attached to this Agreement.

Signature.....

Name.....

Relationship/Position.....

Date.....

Appendix 4

PRIVACY NOTICE

Introduction

As part of the services we offer, we are required to process personal data about our service users and, in some instances, the friends, relatives and representatives of our service users. "Processing" can mean collecting, recording, organising, storing, sharing, or destroying data.

We are committed to providing transparent information on why we need your personal data and what we do with it. This information is set out in this privacy notice. It will also explain your rights when it comes to your data.

Data Controller Information

A Data Controller determines the purposes and means of the processing of personal data. The Company, is the "Data Controller" and its contact details are:

| | |
|-----------------------------------|--|
| Data Controller: | Piotr Czarnecki |
| Data Controller's Representative: | Two Acres Care Home |
| Data Controller's Address: | 212-216 Fakenham Road Taverham Norwich NR8 6QN |
| Data Controller's Tel Number: | 01603 867600 |

Data

So that we can provide a safe and professional service, we need to keep certain records about you and we need to have and advise you of the lawful basis for processing the data.

Service Users

General Data

We will process the following types of data about you:

- Your basic details and contact information e.g. your name, address, date of birth and next of kin;
- Your financial details e.g. details of how you pay us for your care or your funding arrangements.

The lawful reason for us processing this data is in order for us

- We are required to do so in order to fulfil an Agreement that we have with you;
- We are required to do so in our performance of a public task;
- We have a legal obligation to do so as set out in applicable legislation and guidance please see attached links

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant>

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant-guidance>

Special Category Data

We will process the following data, which, is classified as “special category”:

- Health and social care data about you, which might include both your physical and mental health data.
- We may also record data about your race, ethnic origin, sexual orientation, or religion.

We require this data so that we can provide high-quality care and support.

The lawful reasons for us processing your special category data is because:

- We are required to do so in order to fulfil a contract that we have with you;
- We have a legal obligation to do so as set out in applicable legislation and guidance please see attached links

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant>

<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers-relevant-guidance>

- It is necessary for us to provide and manage health and social care services;
- We are required to do so in our performance of a public task;
- It is necessary due to social security and social protection law (generally this would be in safeguarding instances);

So that we can provide you with high quality care and support we need specific data. This is collected from or shared with:

1. You or your legal representative(s);
2. Third parties.

We do this face to face, via phone, via email, via post and via application forms.

Third parties are organisations we have a legal reason to share your data with. These include:

- Other parts of the health and care system such as local hospitals, the GP, the pharmacy, social workers, clinical commissioning groups, and other health and care professionals;
- The local authority;
- Organisations we have a legal obligation to share information with i.e., safeguarding team and the CQC;
- The police or other law enforcement agencies if we have to by law or court order

Confidentiality Sharing Information and Consent

We understand that the data that we hold about you may contain personal and sensitive information. We have a duty to ensure that this information remains confidential. Unless we are required to share this information in order to fulfil a legal obligation or where there is an overriding public interest requirement, we will seek your consent before sharing this information.

If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Power of Attorney/Representatives

As part of our work providing high-quality care and support, it **will** be necessary that we hold the following information about you:

- Your basic details and contact information e.g., your name and address;
- Details of any legal arrangements in place between yourself and the service user
- Financial details or bank details provided by you, if you are responsible for organising or funding the service users care
- Information about you that you have provided to assist in the effective delivery of care to the service user (e.g., personal histories, photographs, birthdays, anniversaries) We will process the following types of data about you:

By law, we need to have a lawful basis for processing your personal data. The lawful reason for us processing this data is in order for us

- We have a legitimate business interest in holding next of kin and lasting power of attorney information about the individuals who use our service.
- We are required to do so in order to fulfil a contract that we have with you;
- We are required to do so in our performance of a public task;
- We have a legal obligation to do so as set out in applicable legislation and guidance please see attached links

We may also process your data with your consent. If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Your rights

The data that we keep about you is your data and we ensure that we keep it confidential and that it is used appropriately. You have the following rights when it comes to your data:

1. You have the right to request a copy of all of the data we keep about you. Generally, we will not charge for this service;
2. You have the right to ask us to correct any data we have which you believe to be inaccurate. You can also request that we restrict all processing of your data while we consider your rectification request;
3. You have the right to request that we erase any of your personal data which is no longer necessary for the purpose we originally collected it for, subject to any statutory requirements to retain your data. (We retain our data in line with the requirements of our regulator, the Care Quality Commission and in accordance with the Records Management Code of Practice for Health and Social Care 2016.) <https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>
As a general guide the Code of Practice requires that we retain your care records for a period of 8 years from the date of discharge or death.
4. You may also request that we restrict processing if we no longer require your personal data for the purpose, we originally collected it for, but you do not wish for it to be erased.

5. You can ask for your data to be erased if we have asked for your consent to process your data. You can withdraw consent at any time – please contact us to do so.
6. If we are processing your data as part of our legitimate interests as an organisation or in order to complete a task in the public interest, you have the right to object to that processing. We will restrict all processing of this data while we look into your objection.

If you make a request to exercise your rights set out above, you may need to provide adequate information for our staff to be able to identify you, for example, a passport or driver's licence. This is to make sure that data is not shared with the wrong person inappropriately. We will always respond to your request as soon as possible and at the latest within one month.

If you would like to complain about how we have dealt with your request, please contact:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
<https://ico.org.uk/global/contact-us/>