

TERMS & CONDITIONS OF SERVICE - RESIDENT'S CONTRACT

KEY PERSONAL INFORMATION

Resident's Details

Resident's Full Name:	Date of Birth:
Date of Admission:	Room Number:
Funding Authority (local authority or PCT):	National Insurance No.:
Resident's Representative: Address: Tel: Email:	[Third Party]*: Address: Tel:
Nature of Placement: Permanent	

Funding of Placement

	Private Placement		Funded Placement	
Weekly contributions to be paid to the Home	£	Resident's contribution	£	Funding from the Funding Authority
	Resident/ Resident's Representative (delete as applicable)	Identity of Payer	£	Resident's contribution
			£	Top up paid by the Third Party
Total weekly cost of placement	£		£	

[*The Third Party is a person or organisation who has agreed to contribute towards the weekly costs of the Resident's placement by way of a Top up. The Third Party may be the Resident's Representative.]

WINASH RESIDENTIAL CARE HOME FOR THE ELDERLY (“Home”)

THIS CONTRACT is between:

- (A) Mr/Mrs/Miss/Ms _____
(the “**Resident**”) and
- (B) Mr/Mrs/Miss/Ms _____
(the “**Resident’s Representative**”) and
- (C) [Mr/Mrs/Miss/Ms _____
(the “**Third Party**”) and
- (D) **Winash Limited** (company number 5953260 whose registered office is at 7-9 Albert Road, Clevedon, North Somerset BS21 7RP (“**Winash**”))

Residents are accepted by Winash on the following terms and conditions.

This Contract supersedes any previous agreement entered into between the parties in relation to the Resident’s placement at the Home.

1. TERM OF THE CONTRACT

- 1.1 This Contract starts on the date of admission and may be ended in accordance with clause 8.

2. OCCUPANCY

- 2.1 The Home is not registered to provide nursing care. The Home agrees to provide the Resident with the following services and facilities for the duration of this Contract:
 - 2.1.1 Care as set out in the Resident’s care plan;
 - 2.1.2 Single/shared furnished room;
 - 2.1.3 Food and non-alcoholic hot and cold drinks as required for normal diets whilst the Resident is at the Home;
 - 2.1.4 Central heating (in season), hot water and lighting;
 - 2.1.5 Use of the common areas of the Home, such as lounges and dining room;
 - 2.1.6 Personal laundry laundered at the Home;
 - 2.1.7 Maintenance of the grounds of the Home;
 - 2.1.8 Maintenance and repair (as necessary) of the Home, its furnishings and furniture;
 - 2.1.9 Insurance of the Home and its contents (see clause 6 for details);
 - 2.1.10 Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting.

2.2 The first four weeks shall be regarded as a trial period. This can be ended on one weeks notice given by either the Resident or the Home.

3. FEES

3.1 The fees for the Resident's placement are set out on page 1 ("**Fees**"). The Fees are payable by either the Resident and/or the Resident's Representative as specified in the Schedule and the Declaration on page 9.

3.2 If the Resident's Representative agrees to guarantee payment of the Fees by the Resident (see page 9), this means that the Resident's Representative agrees to pay the Fees in the event of non-payment by the Resident. Winash may take action against either or both of the Resident and the Resident's Representative to pursue non-payment of the Fees.

3.3 If Fees are payable by a Funding Authority, these will be collected by the Home from the Funding Authority.

3.4 If a Top Up is payable, the Third Party agrees to pay the Top-Up. The Top-Up is payable if the Resident's room at the Home is a room other than a standard double room and reflects the additional luxury afforded by a larger double room, single room, ensuite bathroom or a room with a particular view.

3.5 The Fees must be paid one week in advance on or before Monday by standing order or as otherwise agreed with the Home.

3.6 Fees for any services or items additional to those set out under clauses 2.1.1 to 2.1.10 will be charged in addition. These include services and items such as dry cleaning, chiropody, hairdressing, dental care, eyecare, newspapers, magazines, items of a personal nature, medicines not provided by the NHS, toiletries and use of the telephone. The Home charges in addition for escorts and transport to appointments. Escorts to appointments within the Clevedon area are charged at a flat fee of £10.00 plus transport. Escorts to appointments outside of the Clevedon area are charged at £10.00 per hour plus transport. Charges for additional services are noted on the notification of weekly Fees. Call bells/pendant alarms are provided, as appropriate, and a fee of £55.00 will be charged for any which are lost/ damaged / not returned when a resident leaves.

3.7 Winash reserves the right to charge interest on Fees which are in arrears for more than 14 days at a rate of 3% above the base rate of the Bank of England plc on the outstanding amount from the date the payment was due until the date payment is made.

3.8 If at any time during the Resident's placement, the Resident seeks to become entitled to payment of all or part of the Fees by a Funding Authority (Social Services or the NHS) or to change from funding by Social Services to CHC funding, the following provisions apply:

3.8.1 the Resident and/the Resident's Representative should notify Winash in writing as soon as an application for re-assessment by the Funding Authority is made. Assessments can take several months to complete and, where the Resident is applying for funding for the first time, Winash advises the Resident to apply in good time;

- 3.8.2 the Resident shall be required to pay the full Fees due to Winash under this Contract until the date on which Winash has a legally binding financial agreement in place with the Funding Authority for the payment of the Resident's Fees;
- 3.8.3 Winash charges different rates for different standards of rooms at the Home. If the Fees paid by the Funding Authority are not sufficient to meet Winash's charges for the Resident's current room, then either (i) the difference must be met by a Third Party who must sign an agreement with Winash or (ii) Winash may require the Resident to change rooms by providing the Resident with four weeks notice in writing.
- 3.9 Winash may review and increase the Fees each April. Review of Fees will take into account the Resident's assessed needs at that time and other relevant factors such as maintenance costs, staff costs, insurances, utilities and the need for Winash to comply with any legal requirements. Winash also reserves the right to review and increase the Fees on a more frequent basis in the following circumstances:
- 3.9.1 if material changes to legal requirements, the regulation of the Home or any exceptional circumstances outside of the control of Winash result in an increase in Winash's costs;
- 3.9.2 if, as a result of a re-assessment, the Resident's needs change and an increased level of care is required to meet those needs.
- At least four weeks written notice will be given to the Resident of any changes in fees payable as a result of a review.
- 3.10 Any damage or breakages (which, for the avoidance of doubt, in this context means "beyond normal wear and tear") caused by the Resident will give rise to an additional charge being made to the Resident.

4. CARE AND ACCOMMODATION

- 4.1 Winash undertakes to provide and maintain a high standard of care as is required by the Health and Social Care Act 2008 and any subsequent amendments.
- 4.2 No tenancy of any kind is intended to be created in respect of the room and the control of the room occupied by the Resident shall remain with the Home.
- 4.3 Winash reserves the right to offer alternative accommodation within the Home if such a course of action is reasonably considered to be in the best interests or safety of the Resident. The Resident shall be consulted by Winash, and shall, where possible, be given four weeks notice of any proposed changes of room, the reason for the proposed change and any adjustment to the Fees. Winash will always endeavour to provide four weeks notice of any change but reserves the right to reduce the notice period where a care review has indicated that the change is necessary to ensure the continued safety of the Resident. No move shall be affected without the prior consent of the Resident.
- 4.4 If Winash is unable to continue to provide the accommodation currently offered to the Resident and the Resident is unwilling to agree to the proposed change of room, the Resident may terminate this Contract on four weeks notice.

- 4.5 The Home operates a no smoking policy. Smoking is not permitted on the premises and only in designated areas outside. Residents are respectfully requested not to smoke over members of staff due to health risks from passive smoking. Winash is committed to the concept of positive health and would encourage and support Residents in giving up smoking.
- 4.6 There are no restrictions on visiting, but it is hoped that visitors will respect Residents' mealtimes.

5. LAUNDRY

- 5.1 Although great care is taken, Winash cannot accept any responsibility for loss or damage to Resident's clothing during laundering. Please ensure that all items of clothing are machine washable. It is most important that whenever possible all articles of clothing are name labelled with embroidered labels prior to admittance. We can help to sew on labels, once purchased, for those unable to do so.

6. PERSONAL BELONGINGS

- 6.1 It is recommended that Residents take out their own insurance to cover personal possessions whilst staying at the Home. Winash cannot accept responsibility for any loss or damage to these items unless the Home acts in a negligent way. For those Residents unable to insure their own effects, the Home has insurance in place for Residents' belongings up to the sum of £1000.
- 6.2 Residents may bring personal possessions and items of furniture to the Home. These will be inspected with regard to safety and suitability on admission and on an annual basis. The Home reserves the right to exclude any items, which it deems unsafe or unsuitable. We do not recommend the use of electric blankets or heaters due to the risk of burns and fire.
- 6.3 If you, or your visitors would like to bring in any appliance that has the ability to create a hot surface, such as an electric kettle or electric heater, this must first be discussed / authorised by the Managers and a risk assessment must be completed before any equipment is used.

7. MEDICAL INFORMATION AND ASSISTANCE

- 7.1 The Resident agrees to provide the Home with full and accurate details of his or her general health and details of his or her GP, next of kin and person to be contacted in the event of an emergency prior to taking up residence in the Home. Any changes occurring from time to time during the Resident's stay at the Home should also be notified.
- 7.2 Residents are encouraged to keep and administer their own drugs and medicines subject to a monthly risk assessment being carried out. The Resident must disclose the identity of all medication to Winash on admission and on a continuing basis during their stay. Visitors must not provide medication to Residents without informing the Manager in advance. A locked cabinet will be provided for the storage of medicines. Where a Resident is unable or unwilling to self-medicate, Winash will make appropriate arrangements to safeguard and administer medication.
- 7.3 The Home shall ensure that all personal data is processed in a manner, which accords with the Data Protection Act 1998.

8. TERMINATION OF CONTRACT

8.1 Subject to clause 8.2, this Contract shall continue in force until terminated by either the Home or the Resident giving written notice to the other party as set out below, or in the case of a Resident funded by a Funding Authority, such notice period as is required under the terms of Winash's contract with the Funding Authority:

Permanent	4 weeks
Short-Term (up to 3 months with defined end date)	1 week
Respite*	10 working days

*Notice to amend the length of a Respite placement should be given 10 working days prior to the start date of a Respite period, otherwise the full period will be charged.

8.2 Winash may give immediate, written notice to terminate this Contract in the following instances:

- 8.2.1 non-payment of Fees for four weeks or more from the due date for payment.
- 8.2.2 if having consulted the Resident, the Resident's Representative and the Funding Authority (if applicable) concerning the present and future needs of the Resident, the Home considers it is no longer able to meet the Resident's needs;
- 8.2.3 the Resident's behaviour (or that of their Representative, appointee or other visitor) is such that, having taken into account the type of care which the Home has promised to provide and other relevant factors, Winash considers the Resident's continued placement may be seriously detrimental to the Home, its staff or other residents of the Home. If Winash wishes to terminate the Contract on this ground, it shall discuss its concerns with all relevant parties and, provided that the Resident is not causing or likely to cause immediate harm, give the Resident a reasonable opportunity to remedy the behaviour complained of, prior to giving notice of termination. If the Resident is posing an immediate threat to staff, the Home or other residents, Winash reserves the right to terminate the Contract with immediate effect.

8.3 In the circumstances set out in clause 8.2, the Fees will remain payable until the Resident leaves the room, or the room is cleared of the belongings, whichever is the latest, and will be charged accordingly.

8.4 In all other circumstances (apart from those described in clauses 8.2) if the Resident leaves the Home without giving the required notice, Winash shall be entitled to charge the Fees for the whole of the notice period.

9. ABSENCES/DEATH

9.1 Where a Resident is absent and wishes to return to the Home, for example during a hospital admission or on holiday, Winash reserves the right to charge full Fees during the temporary absence. Provided the Fees continue to be paid in full, the Home will reserve the room for the Resident's return. Full Fees are payable during any absence unless the required notice to

end the placement is given under clause 8.1, in which case Fees are only payable until expiry of the notice period.

- 9.2 In the event of death of a Resident, the Home will notify the next of kin and offer reasonable assistance with funeral arrangements in accordance with any known wishes of the deceased. The Resident's relatives are asked to remove the Resident's personal possessions. Full Fees will be payable until this is completed and will be charged to the end of a financial week i.e. the following Saturday or four days, whichever is longer. The maximum period for this charge will be four weeks. If the Resident's personal possessions have not been removed after this period, the Home may dispose of them. Should a replacement be found during that period Winash will refund Fees for any period during which the room is occupied by the replacement.
- 9.3 Where the Resident is funded by a Funding Authority, the terms of Winash's contract with the Funding Authority will apply in respect of absence/death of the Resident.

10. LIABILITY

- 10.1 Winash will take reasonable care in helping the Resident if they wish to select external suppliers to provide services directly to the Resident at the Home and will give reasonable assistance to the Resident and the Resident's Representative should a concern or dispute arise in connection with those services. However, the contract for such services is made directly between the Resident (or the Resident's Representative if appropriate) and the external contractor.
- 10.2 Winash shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out this Contract as a result of the following:
- 10.2.1 if the Resident or the Resident's Representative or their relatives or friends fail to follow the Home's oral or written instructions or recommendations whilst visiting the Home;
 - 10.2.2 the supply to Winash of inaccurate, false, misleading, incomplete or out-of-date information concerning the Resident;
 - 10.2.3 failure by the Resident or the Resident's Representative to comply with any provision of this Contract;
 - 10.2.4 if Winash has not breached any legal duty owed to the Resident or Resident's Representative.
- 10.3 Winash shall not be responsible if there is any interruption to the services where the interruption arises due to events beyond its reasonable control, for instance because of fire, extreme weather conditions, strike, terrorist activity, or outbreak of an infectious disease. In such circumstances, Winash will offer all reasonable assistance and take all reasonable steps to ensure continuity of care for the Resident.

11. COMPLAINTS

- 11.1 If the Resident makes a complaint, he/she should refer to the Home's complaints procedure for guidance which is on display at the Home and available on request.

12. WITNESS OF WILLS AND LEGAL DOCUMENTS/BENEFITS

- 12.1 Members of staff are not permitted to witness wills or legal documents.
- 12.2 The collection of pensions or other benefits is the responsibility of the Resident, not the Home.

13. PETS

- 13.1 The Home's policy is that pets are allowed if the Resident is able to care for the pets themselves and only if prior permission is sought from the Home. This is subject to pets receiving appropriate health checks and vaccinations from a veterinary surgeon.

14. ALCOHOL

- 14.1 Residents are not restricted from having alcohol in their rooms should they wish. However, if the consumption of alcohol affects their behaviour to the extent that they become a risk to themselves or others in the Home, then the Manager may discuss restricting access to alcohol or seeking support with reducing alcohol consumption. Should this be unacceptable to the Resident and if the Manager deems that the safety of others is at risk, then the Home may terminate the Contract in accordance with clause 8.2.

15. CCTV

- 15.1 For security and safety, CCTV cameras cover the majority of external areas of The Home. They are also fitted in the Dining Room and Downstairs Lounge. The Home is required to keep any footage for a maximum of 40 days, after which (unless required by a third party) the footage will be deleted. No cameras, covert or otherwise, are used in private bedrooms or bathrooms.

16. LASTING POWERS OF ATTORNEY

- 16.1 The Home encourages Residents to discuss with their families/next of kin the need to make arrangements for someone to be appointed to manage their affairs under a Lasting Power of Attorney in the event that they become incapable of doing so.

17. MISCELLANEOUS

- 17.1 The Resident agrees that this Contract will take precedence over any other agreements made between the parties, verbally or in writing, and agrees to abide by this Contract. No variation of these terms is permitted unless any such variations have been previously agreed by the Home in writing.
- 17.2 This Contract is made in England and any dispute arising under it shall be governed exclusively by the laws of England and Wales.
- 17.3 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 17.4 If a Resident is funded by a Funding Authority and any of the terms of this Contract conflict with the terms of the Funding Authority's contract with the Home, the terms of the latter shall take precedence.



Please make sure you have read the whole of this Contract before signing. You should take legal advice if you are unsure about anything.

RESIDENT'S SIGNATURE*:

Signed:

.....

Date:

.....

Name (please print):

.....

* to be completed if the Resident has capacity to sign the Contract

RESIDENT'S REPRESENTATIVE SIGNATURE:

To the best of my knowledge and belief, the Resident does/does not* have legal capacity to enter into this Contract him/herself*.

I sign this Contract:

- 1. [at the Resident's direction and in his/her presence]*
- 2. [as the person responsible for paying the Fees]*
- 3. [as guarantor for the Fees]*
- 4. [as the Resident's Attorney under an Enduring / Lasting Power of Attorney dated _____ and registered at _____ on _____ under reference number _____]*
- 5. [as the Resident's Receiver / Deputy under reference number _____]

*Please amend / delete as appropriate.

Signed:

.....

Date:

.....

Name (please print):

.....

THIRD PARTY SIGNATURE:

In signing this Contract I agree to pay the Top Up:

Signed:

.....

Date:

.....

Name (please print):

.....

WINASH LIMITED:

Signed:

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Date:

.....

Name (please print):

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