



SPECIMEN

TERMS AND CONDITIONS OF RESIDENCY

between

(The Resident)

and

Mr. David, J. Exon (Joint Registered Provider & Joint Registered Manager)

from the fourth day of October 2012

at

Southfields House Residential Care Home

Southfields Road,

Eastbourne,

East Sussex,

BN21 1BZ

Tel: 01323 732077

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Email: dexon@me.com



TERMS AND CONDITIONS OF A RESIDENTIAL CARE AGREEMENT BETWEEN A RESIDENT AND THE RESIDENTIAL CARE HOME MANAGEMENT

1. CONTRACT STATEMENT

This document sets out the respective rights and responsibilities of the staff and management of Southfields House Residential Care Home and relating to residence in the home. The home aims at all times to reach, and indeed exceed, the National Minimum Standards for Care Homes for Older People. A copy is kept in the home and may be seen on request.

We try to provide a comfortable and happy home and hope that residents will enjoy living here. We will do everything possible to respect the rights of older people in this home, particularly by observing the values of privacy, dignity, independence, choice, civil rights and fulfillment which can be threatened by living in a communal environment and having to cope with disabilities.

We recognise that providing good care is a co-operative process and we will attempt to consult 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 the light of these principles.

2. DEFINITIONS

“Trial Period”

Your residence in the home for the first four weeks is on a "trial basis" so that if during or at the end of the period either you or the home's management regard the arrangement as unsatisfactory for the long term, the agreement may be terminated with reasonable notice from either side. You will clearly not be required to give a further month's notice if you decide against staying at the home after the trial period. However, if you decide to leave before the end of the agreed trial period e.g. one month the remainder of the fee will not be returnable except in exceptional circumstances.

“Permanent Residence”

Once it is decided that you will stay following the initial period, we will continue to provide you with your accommodation, care and support services for as long as you need; taking into consideration our capacity and abilities to meet your needs satisfactorily. The circumstances under which it is decided that it may no longer be or is no longer possible for us to provide for your needs will always be discussed with you in relation to your agreed plan of care and the reviews we undertake with you in connection with it. Similarly you may wish to discuss at any time whether you are considering leaving and we would respect your wishes in that regard.

3. WELCOME

As a resident coming into our care home we extend to you a very warm welcome. We shall do our best to ensure that you are well provided for, that your particular needs are met, and that your health and safety are safeguarded. In matters relating to your health and welfare, we shall consult with you and/or your family or adviser in accordance with your wishes.

4. GENERAL

The care home is run as a mature family community and as a member of that community you will enjoy rights to privacy and independence, whilst obtaining such help as you require to preserve and improve your quality of life. Care needs differ with each individual and it is our objective to work with you to identify your care needs and to provide care and support to meet these needs.

5. REGISTRATION

Southfields House is registered with the Care Quality Commission (CQC) as an approved Residential Care Home. As such it is subject to regular unannounced inspections by the commission's officers.

6. STATUS OF AGREEMENT

This agreement is between a resident and the management of the Residential Care Home. It details the various conditions that apply during a resident's stay. Any variation to this agreement must be in writing and signed by both parties.

7. SERVICES PROVIDED AND INCLUDED IN FEES

This agreement is for residential care. This means the day to day care of the resident, which is required in respect of the individual and personal needs. It includes the provision of accommodation, decoration, furnishings, carpets, etc. and the provision of lounge and dining room facilities suitably furnished and decorated.

Meals are included and consist of breakfast, lunch and tea, mid-morning, afternoon and evening hot drinks with biscuits, and suitable refreshments when required, at other times of day.



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Domestic services are provided such as: laundering of personal clothing (excluding dry-cleaning), bed-linen, blankets, and towels, etc., the provision of heating, lighting and electricity supply the cleaning of bedrooms, public rooms and corridors. Towels, face cloths, soap, toilet rolls, light bulbs, etc. are supplied, and fair wear and tear on furnishing and equipment including soft furnishings is included in the fee.

The provision of personal care during the day and night is covered. The amount and type of care will vary and depend upon the needs of each individual resident. When required, assistance with bathing, washing and dressing will be given, as will assistance with mobility, help with personal hygiene, and the provision of a commode, where necessary. The health of each resident will be assessed on a daily basis and the resident's General Practitioner will be called in as and whenever necessary.

8. HEALTH

The home will promote and maintain the service user's health and ensure access to health care services. In particular it will do the following.

- (a) Support self-care wherever possible.
- (b) Maintain personal and oral hygiene.
- (c) Identify pressure sores or the risk of developing pressure sores and take appropriate action.
- (d) Seek and act on advice on continence and ensure that the necessary aids and equipment are provided and used.
- (e) Monitor psychological health and ensure that both preventive and restorative care are provided.
- (f) Provide appropriate opportunities for exercise and physical activities.
- (g) Identify and act on any risk of falling.
- (h) Regularly assess and act on the service user's nutritional needs and monitor weight gain or loss.
- (i) Enable service users to register with a GP of their choice, subject to the GP's agreement.
- (j) Facilitate access to specialist medical, nursing, dental, pharmaceutical, chiropody and therapeutic services, and hospital and community health care, as required.
- (k) Ensure access to hearing tests and sight tests and to appropriate aids.
- (l) Provide information and advice about entitlements to health care.
- (m) Inform the service users' next-of-kin or representative of serious illness or death.

9. MEDICATION

The home maintains a clear policy and stringent procedures in accordance with Department of Health guidelines for all aspects of the handling of service users' medication. Records are kept of whether each service user wishes to deal with their own medication or pass that responsibility to staff and of any medication in use whether or not it is self-administered.

10. PERSONAL USE OF MEDICINES

Residents wishing to keep their own medication should discuss this with the manager who will provide appropriate facilities. A resident shall not use or keep any prescribed drugs in the home unless a General Practitioner or Hospital Doctor currently prescribes them and gives written approval.

11. CARE

The management undertakes to make available sufficient staff to meet the service users' care needs. A full assessment of care needs will be carried out before admission and needs will be reviewed regularly. A service user plan of care will be drawn up with the full involvement of the service user and reviewed at least monthly. The plan of care will set out in detail the action needed to be taken by care staff to ensure that all aspects of the health, personal and social care needs of the service user are met.

12. CARE DURING ILLNESS

Care will continue to be provided during the illness of a resident similar to that given to a member of a family. Co-ordination between home Management and Staff, General Practitioner, Community Nurse and other Community service facilities shall be maintained for the benefit of the resident during the period of illness.

13. NURSING CARE.

This Residential Care Home is not able to offer a nursing service to residents. However, nursing care may be available from visiting Community Nurses who are qualified to provide such services. Such arrangements must be made by agreement with the Proprietors.



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14. THE RESIDENT'S ROOM

The resident will have exclusive use of the allocated room which will be treated as far as possible as his or her private space. Residents are welcome to bring to their rooms personal items and any furniture they wish to use which can be safely accommodated in the space and that comply with current health and safety and fire risk requirements. Furnishing of the service user's room will include at least the following.

- (i) A clean comfortable bed suitable for the service user's needs.
- (ii) Bed linen.
- (iii) Curtains or blinds.
- (iv) A mirror.
- (v) Overhead and bedside lighting.
- (vi) Comfortable seating for two people.
- (vii) Drawers and enclosed hanging space for clothes.
- (viii) Two accessible double electric sockets.
- (ix) A table to sit at and a bedside table.
- (x) A wash hand basin or in specified rooms en suite facilities including toilet and wash basin.
- (xi) Carpets or equivalent.
- (xii) Lockable storage space for medication, money and valuables.
- (xiii) Keys to the room (unless a risk assessment in the care plan indicates otherwise).

15. PERSONAL POSSESSIONS

Residents are encouraged to have personal possessions, subject to health and safety and fire risk assessments, which remain their property. Residents wishing to bring a pet into the home should discuss the matter with the manager who will make every effort to meet reasonable requests in accordance with the home's policy and procedures. Items of significant value should be passed to the management for safe-keeping. The staff will attempt to provide security for service users' possessions but no responsibility can be accepted for items retained in service users' own rooms. All clothing should be marked with the service user's name. The home will make every effort to prevent damage to clothing.

16. ADDITIONAL SERVICES NOT INCLUDED IN FEES

A resident may require services that are not detailed above, and these will be supplied where possible for an additional charge. Examples of such extra services are:

- Hairdressing or haircutting, chiropody, dentistry, newspapers and magazines, installation, connection and maintenance of a personal telephone line, incontinence pads, etc, (where not provided free by N.H.S.), telephone calls, personal toiletries, clothing.
- Costs of special outings and events e.g. holidays or theatre trips, which may be organised for residents or to which you are invited.
- Escort to appointments will be charged at £6.50 per hour.
- Any health services that you decide to purchase privately or that are not covered by the normal national health services to which you are entitled such as chiropody, dentistry, opticians etc.
- Travel costs if for example you decide to use public or private transport for social reasons, making visits etc. However we would not make any charges if you used the home's transport when that is used for reasons relating to your care e.g. to keep a GP surgery or hospital appointment.
- The costs of any additional food items, confectionary, aids and appliances that you seek to purchase for your own comfort and that are additional to those to which you are entitled from health and social services.

17. FIRE PRECAUTIONS

Southfields House complies with the various Fire Regulations and the recommendations of the local Fire Authority. Residents must co-operate with the home Management in this respect and will be required to understand and familiarize themselves with Fire Regulations and procedures, and may be asked to participate in Fire Drills.

18. FEES AND ROOM RESERVATION

a) Frequency of Payments

Fees will normally be payable four-weekly in advance by the resident or the person responsible for the resident's fees. The fee will be payable at the time the room is reserved and should take effect from the first



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agreed day of residence. Thereafter the fee will be payable every 28 days from the first day of residence, unless otherwise agreed.

Residents who benefit from Income Support should pay their fees weekly. The fees will be due on the date of entry into the home and should be paid weekly in advance. Any part of a day, on arrival or departure, constitutes one day's fee.

The Home understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if fees are not paid according to agreed terms.

b) Cancellation of a reservation

In the event of a cancellation of a reserved room the fee shall be refunded should the room be re-let during the period of payment. If re-let part way through, the period the refund shall be refunded pro rata.

c) Fees in the event of death

We apologise for including these next clauses in your agreement but we think it is better to be open about the issue.

In the event of your dying while resident in the home we will make arrangements with your next-of-kin or person responsible for your affairs to pay off any outstanding fees and charges and for clearing your room and possessions. We will do this in a sensitive manner. Our procedure is as follows:

- (i) If you were sadly to die within two weeks of the last payment, the home deems the time from your death to the date of the next invoice due as if you are still in occupation of your room. No refund is then given to your estate but payments will cease from that point onwards.
- (ii) If you were to die within two weeks of the next invoice due, the home may seek to charge for an additional week or two weeks after the next invoice date depending on the date of death.

These arrangements allow time for the room to be cleared, cleaned and redecorated if needed. The home undertakes not to have the room reoccupied while it is still in receipt of payment from the previous occupant. However, fees will be payable until the room has been cleared of all effects and is available for re-letting. Where a resident's furniture and effects are in the room, the fees shall be incurred whether or not the resident is residing in the home

Where a resident leaves outstanding fees after death, such fees shall be a charge on their estate or shall be payable by next-of-kin.

19. FEE REVIEW

Fees will normally be reviewed annually and the new fee will apply from the first week in April. In the case of residents in receipt of Income Support the review will coincide with the DSS Income Support review.

Additional care demands may necessitate a fee adjustment outside the annual review. This will only apply in cases of a significant increase in care needs evidenced, for example, by qualifying for Attendance Allowance.

20. ABSENCES

If the room is temporarily vacant whilst the resident is in hospital or on holiday a reduction of 20% shall be made for each full week the room is held vacant. The home undertakes to keep a service user's room empty and secure during a resident's absence.

21. RESIDENCE

As long as the conditions of the agreement are upheld the resident will enjoy possession of his private room.

Residence may be terminated on the basis of provisions made under this agreement and it should be noted that notice is as provided in this agreement. No rights of tenancy exist or are implied. The benefits of this agreement shall be personal to the resident and shall not be assignable or transferable by the resident.

22. FURNITURE AND EFFECTS

(a) Resident's furniture

In some cases, residents may wish to bring their own furniture into the home. This may be possible depending on the general suitability and condition of the furniture. In such a case this must be specifically agreed and a copy of an inventory kept by each party to the agreement. The cost of transporting such furniture into the home, or out of the home at the termination of residence, is the resident's responsibility.



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(b) Damage to furniture and effects

Management reserve the right to charge a resident for the replacement cost of any furniture, furnishings, effects or equipment which has been damaged by default, or willful act of the resident. This shall not apply to fair wear and tear.

(c) Abandoned effects

If a resident leaves the home or dies leaving effects in the room and no arrangements are made to clear the effects, the management shall make reasonable efforts to contact the resident's next-of-kin or solicitor for instructions.

In the absence of instructions, or if no provision has been made to meet fees within 14 days, the home management shall be entitled to treat the effects as abandoned. Any money received from the sale of such effects shall be held for the resident or distributed to the estate. The manager may alternatively decide to store the effects, in which case a reasonable charge may be made.

23. HEALTH AND SAFETY

The management will ensure as far as practical the health, safety and welfare of service users, including compliance with relevant legislation and the Department of Health guidance. The management will comply with fire regulations and for the safety and comfort of service users and staff, smoking is not permitted within the home.

24. ELECTRICAL APPLIANCES

A resident shall bring no electrical appliance into the home unless management approve such appliance for safety and agree on its suitability for use in the home. Electrical appliance will need to be given a safety examination by a qualified person.

25. TERMINATION OF RESIDENCE

In the event that either the management of the home finds that the home is no longer able to accommodate the service user appropriately or the service user wishes to leave the home for any reason, either side will normally give four weeks' notice of termination of residence. A shorter period of notice will be applicable only in situations involving emergencies.

26. RIGHTS AND OBLIGATIONS

The home's aim is always to make you, the resident, as comfortable as possible.

The home respects your right to treat your room as your own personal space. At the same time it expects you to respect the need for the home to keep the appearance of the room to a good material standard and acceptable standards of tidiness and cleanliness.

The home undertakes to keep your room clean and tidy by checking daily and carrying out any cleaning and tidying needed, working to your wishes as far as possible in how and when this work should be carried out.

The home will need to have regular safety checks carried out on any electrical appliances used by you.

The home does not accept responsibility for the security of items, including money, kept in your room. The home asks every resident not to keep valuable items or any large amounts of money in their rooms (locked away or not), but to deposit these for safekeeping with the manager.

You may be allowed after discussion with the home manager to keep a suitable pet in your room (in accordance with the home's policy on pets).

There will be occasions when staff of the home will need to enter your room for reasons of health and safety checks or the carrying out of essential maintenance and repairs. The home will always seek to notify or check with you first when it needs to gain entry in this way.

Where you (or someone acting on your behalf) has considered that the home has failed to fulfill its contractual obligations you/they should use the complaints procedure to have the issues addressed.

Where the home considers that you may have breached your contractual obligations it undertakes to investigate the matters fairly and will only seek to ask you to leave as a last resort.

The home recognises your right to appeal against any decision it takes to give you notice and you will be notified of the procedure to follow.

There are a number of the home's documents and policies that can have implications for the contractual relationship, which might be referred to where any such matters need to be investigated. These include the statement of purpose, service user guide, policies on needs assessments and care plans, health care and medication, and policies that describe limits and boundaries about staff and residents' behaviour and conduct.



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27. BREACHES OF CONTRACT

The following would be considered by the home as a breach of contract and result in you being asked to leave:

- where your behaviour causes significant disruption to the running of the home to the extent where its standards are being compromised and is impairing the quality of life of other residents.
- where your physical and/or mental conditions change such that the home cannot continue to satisfactorily meet your needs or may be at risk of being in breach of its registration status.
- where the home does not have the resources or level of resources to meet your expressed needs and wants.

The following could be considered by you, the resident, or your representatives as a breach of contract:

- where you consider that the home has not fulfilled its duty of care towards you.
- where you consider that the home has not fulfilled its obligations to provide a reasonable standard of care as identified in your needs assessments and plans of care.
- where you consider that the home has breached the care home regulations in its treatment of you or has not safeguarded and protected you as it legally must do.
- where the home has not provided you with the services and facilities that you were led to expect it would from the information provided to you when applying to come to live in the home.

28. ORGANISATION OF HOME

(a) Meals

The following meals will be supplied at the approximate times stated but special requirements will be met if agreed between the two parties to the agreement:

Breakfast	Normally served between 7.00 - 9.00 a.m.
Lunch	Normally served between 12.30 - 1.00 p.m.
Tea (and/or Supper)	Normally served from 5.30 p.m. onwards.

Additionally, a variety of drinks and biscuits will be served at approximately:

10.00 a.m.	3.00 p.m.	8.00 p.m.
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We will also provide residents with refreshments when requested, outside these basic arrangements.

(b) Diets

Special diets can be catered for and the resident should discuss any special dietary needs with the home management or alternatively, may advise management to discuss the needs with their General Practitioner.

(c) Choice

Suitable alternative meals will be available as required so that a resident has choice.

29. VISITORS

(a) Visitors' access.

Visitors are always welcome in the home and there are no restrictions on visiting times. However, residents normally enjoy visits between the hours of 9.00 a.m. - 7.00 p.m. (preferably excluding meal times unless also dining with us for which a small charge may be made). For safety and security reasons, we ask all visitors to sign the visitors' book, and to advise staff of their arrival and departure.

(b) Confidential conversations

Please note that calls made through the home's main telephone line (732077) may be recorded for quality and security purposes. A visitor or resident wishing private discussion, or to make a confidential telephone call, and who does not have the required privacy, should advise management. Appropriate arrangements will readily be made.

30. MARKED CLOTHING

All clothing must be clearly marked with the resident's name or at least initials on entry to the home.

31. PETS

Pets will only be accepted in the care home at the discretion of the management. Visitors may only bring pets into the home with the prior agreement of the manager.



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32. SMOKING

Smoking can be a danger, as an accident with a match, lighter or cigarette could lead to fire in the home. We therefore do not permit smoking inside Southfields House buildings.

33. INSURANCE

The home is properly insured through Towergate Patrick (formerly GR Patrick) and underwritten by Ecclesiastical Insurance Office plc.

The home's Insurance limit for residents' valuables including jewellery is £1,000 and for personal cash the limit is £100. There is an excess payable of £50 on any single claim for personal effects. It is hereby agreed that the responsibility of Southfields House management shall be limited to this amount. Items valued above this amount may have to be specified on the policy at an additional cost to the resident.

34. LOSS OR DAMAGE TO RESIDENT'S PROPERTY

Residents, who have property and/or effects more than the above amount are strongly advised to arrange independent insurance for which management will give such assistance as requested.

It is agreed between management and the resident that any valuables (e.g. furs, jewelry, bank notes, coins or other valuable securities), or property in the ownership or possession of the resident, shall be in the home at the sole risk of the resident. Such items should be declared on arrival and insured as advised in the preceding paragraph.

35. OUTINGS

Visitors are encouraged to take residents out although they must advise the person in charge that they intend doing so. The management and proprietor accept no responsibility for the resident during such outings.

36. PERSONAL INJURY

We try to ensure that the home, furniture, fittings and gardens are kept as safe as possible and provide treatment and care with consideration for the individual resident. However, no responsibility will be accepted for any accident or injury that may befall a resident that is due to causes other than proven negligence on the part of Southfields House Residential Care Home management.

37. FUNERAL ARRANGEMENTS

Fees do not cover funeral costs. These arrangements will normally be made by the next-of-kin. It is helpful for all concerned, if there are written agreements about funeral arrangements to ensure that the wishes of the resident can be respected.

38. RESIDENT'S SUGGESTIONS

Residents are encouraged to comment on the running of the home. Management and staff welcome suggestions by any resident that will help to improve the care or service given.

39. COMPLAINTS

If a resident, relative or friend has a complaint, this should be taken up with the person in charge at the earliest opportunity, who will deal with the complaint and try to resolve matters to everyone's satisfaction.

If satisfaction is not obtained, contact should be made with the registered manager/proprietor as soon as possible by telephone or by letter. The telephone number or address will be available from the duty management. The registered manager will deal with the complaint, and attempt to resolve matters to everyone's satisfaction.

If the home management is unable to resolve the matter, the complaint may be pursued by writing to the Care Quality Commission at the following address:

Care Quality Commission, National Correspondence, Citygate, Gallowgate, Newcastle upon Tyne
NE1 4PA Telephone: 03000 616161

The Inspector responsible for Southfields House is Mrs. Robin Emery

Email: enquiries.southeast@cqc.org.uk

40. PERSONAL FINANCIAL AFFAIRS

Proprietors, Managers and other employees in residential care are prohibited from involvement in residents' financial affairs or acting as next-of-kin or accepting Power of Attorney for a resident. It is our policy is to adhere strictly to this prohibition.



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41. GIFTS TO STAFF

It is home policy that individual staff are not permitted to receive gratuities or gifts from residents.

42. RECORDS

Various regulations require that certain records concerning personal details of residents and other matters are kept. Southfields House residents have normal rights of access to their personal records and information regarding their personal care.

43. FEE PAYABLE

The fee payable from 2012 shall be £..... per week for occupancy of Room No:

Your fees are payable four weeks in advance by cheque or preferably by standing order except where fees are paid directly by the local authority. In these cases you may receive monthly bills only for any additional items you have bought through the home.

Your fees for periods of less than a week are calculated at a daily rate of 1/7 of the weekly fee, with part days calculated at the full daily rate.

We understand that your fees will be paid as follows.....(select the appropriate method)

- You will be responsible for making these payments yourself
- The Local Authority is contributing/paying x amount
- The Primary Care trust is contributing/paying
- Others (state whom) are contributing/paying.

NB: Where the local authority is contributing to the fees we will give you a copy of the arrangements we have entered into with the local authority.

Your methods of payment will be as follows(select the appropriate method)

(Cheque/Cash/Standing Order/Direct Debit/other method from yourself)

Local Authority Payment Methods

Health Services Payment Methods

Standing Order/Direct Debit/other method from other people.

Fees are reviewed annually in April, but if you require additional care in the meantime it may be necessary to increase the fee. The home will give four weeks' notice of any increase in fees.

44. SOUTHFIELDS HOUSE BANK ACCOUNT DETAILS

Account Name: Southfields House Residential Care Home.

Account No: 86835947 Sort Code: 52-41-00

NatWest., Eastbourne Town Centre Branch,

96 Terminus Road, Eastbourne, East Sussex, BN21 3AA.

45. LEGAL REPRESENTATIVE acting on behalf of the Resident

.....

46. NAME & ADDRESS OF NEAREST RELATIVE OR PERSON assisting the resident

.....

47. NAME OF OTHER PERSON/S with contractual responsibilities (Local Authority or PCT)

.....

Signed on behalf of the Residential Care Home..... Date:

Witnessed by Address:.....

.....

Occupation..... Date:

Signed on behalf of the resident Date:

Witnessed by Address:.....

.....

Occupation..... Date: