

## SOMERSET CARE LIMITED

### CONTRACT OF CARE



#### PART 1: KEY INFORMATION

##### 1. INFORMATION ABOUT THIS CONTRACT

The Home is owned and operated by Somerset Care Limited. Please read the Contract carefully as it is a legally binding contract. You may like to seek independent legal advice as it is important that you have read and understood it before entering into it. **If you think there is a mistake in the Contract, please contact us immediately to discuss it.**

##### 2. WHO NEEDS TO SIGN THE CONTRACT?

You will need to sign this Contract if you are:

The <b>resident</b>	You are the resident and have capacity to sign the Contract. You will be personally bound by the Contract.
A <b>representative</b> of the resident	You are a representative of the resident and have agreed to pay all or part of the Fees. You will be personally bound by the Contract.
The resident's validly appointed <b>Attorney</b> under an enduring or lasting power of attorney for property and financial affairs OR a validly appointed <b>Deputy</b>	You do not have any personal liability under the Contract but agree to pay the Fees on behalf of the resident.  You agree to notify us straight away if your appointment ceases to be valid and of any replacement Attorney or Deputy.
A <b>Guarantor</b>	You have agreed to guarantee payment of the Fees. Please review clauses 1-7 as you are agreeing to these clauses as a legal obligation.
<b>Third Party</b>	Where the resident is funded by social services or the NHS and there is a shortfall between the fees paid by the funding authority and the fees charged by the Home, in certain circumstances the difference can be paid by a third party. This is known in the Contract as a " <b>Third Party Top Up</b> ". The person paying the "Third Party Top Up" will be asked to enter into a separate agreement with the Home in the form set out in Schedule 3. Top Ups relating to local authority placements must always be agreed with the local authority.

**3. INFORMATION ABOUT US**

<b>Name</b>	Somerset Care Limited
<b>Company number</b>	02548025
<b>Registered Office</b>	Acacia House, Blackbrook Park Avenue, Taunton, Somerset TA1 2PX
<b>Website</b>	www.somersetcare.co.uk
<b>Contact Telephone Number</b>	0800 8174 990
<b>Contact Email Address</b>	enquiries@somersetcare.co.uk

**4. INFORMATION ABOUT YOU AND YOUR PLACEMENT**

<b>HOME DETAILS</b>			
<b>Name and address of Home</b>			
<b>RESIDENT'S DETAILS</b>			
<b>Name</b>	(Mr/Mrs/Miss/Ms)		
<b>Date of Birth</b>		<b>National Insurance Number</b>	
<b>Date of Admission</b>		<b>Room Number</b>	
<b>Care Type</b>	Nursing/Dementia Nursing/ Dementia Residential/Residential/Respite		
<b>Name and Address of GP</b>			
<b>Respite Period (respite only)</b>	<b>From:</b>	<b>To:</b>	

**5. INFORMATION ABOUT YOUR REPRESENTATIVE/ATTORNEY**

<b>Full Name</b>	(Mr/Mrs/Miss/Ms)		
<b>Address</b>		<b>Post Code</b>	
<b>Tel Number</b>		<b>Email Address</b>	

<b>LEGAL STATUS (please tick and provide copy of document)</b>	
<b>Unregistered Enduring Power of Attorney</b>	
<b>Registered Enduring Power of Attorney</b>	
<b>Lasting Power of Attorney for Property and Financial Affairs</b>	
<b>Lasting Power of Attorney for Health and Welfare</b>	
<b>Court of Protection Appointed Deputy</b>	
<b>None of the above</b>	

**6. INFORMATION ABOUT THIRD PARTY (TOP UP)**

<b>Full Name</b>	(Mr/Mrs/Miss/Ms)		
<b>Address</b>		<b>Post Code</b>	
<b>Tel Number</b>		<b>Email Address</b>	

**7. FEES**

<b>Total Weekly Fee</b>	<b>£</b>	<b>Review Date</b>	
<b>PAYABLE BY</b>			
<b>Resident</b>	<b>£</b>	<b>Local Authority</b>	<b>£</b>
<b>Representative</b>	<b>£</b>	<b>Funded Nursing Care</b>	<b>£</b>
<b>Third Party</b>	<b>£</b>	<b>CCG/NHS</b>	<b>£</b>
<b>Name of Local Authority/CCG/NHS</b>			

**8. DOCUMENTS WE NEED FROM YOU**

<b>Document</b>	<b>Received</b>
Signed copy of this Contract	
Financial/affordability evidence	
Lasting/Enduring Power of Attorney	
Appointment of Deputy (if applicable)	

### DECLARATION AND SIGNATURE

I confirm that the details above are correct. I have read the Contract and confirm my agreement to it.

RESIDENT	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

REPRESENTATIVE/ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

GUARANTOR	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

SOMERSET CARE LIMITED	
SIGNATURE	
FULL NAME/POSITION	
DATE	___/___/___

## KEY TERMS

<b>Provider</b>	Somerset Care Limited Company number 02548025 Acacia House, Blackbrook Park Avenue, Taunton, Somerset TA1 2PX <a href="http://www.somersetcare.co.uk">www.somersetcare.co.uk</a> 0800 988 4337 enquiries@somersetcare.co.uk
<b>Home and current CQC rating</b>	
<b>Registered Manager</b>	
<b>CQC</b>	Care Quality Commission, the national body which regulates the Home. Head Office: Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA
<b>Current Food Hygiene Rating</b>	
<b>Admission Date</b>	
<b>Respite Period (respite care only)</b>	
<b>Security Deposit</b>	£ Please see clause 5 for further details
<b>Services included in your weekly fee</b>	<ul style="list-style-type: none"> <li>• Care as set out in your care plan (excluding nursing care funded by FNC);</li> <li>• Furnished accommodation, unless you wish to bring in your own bedroom furniture;</li> <li>• Food and non-alcoholic hot and cold drinks as required for all diets within reason whilst you are at the Home and for any outings organised by us;</li> <li>• Use of the recreational facilities and participation in recreational activities within the Home as arranged by us;</li> <li>• Central heating, hot water and lighting;</li> <li>• Weekly cleaning of your room, Monthly 'deep clean' to include shampoo of carpet if required;</li> <li>• Redecoration of your room as required to maintain it in its current condition;</li> <li>• Use of the common areas of the Home, such as lounges and dining room;</li> <li>• Supply of bed linen and towels (if required);</li> <li>• Laundry service by washing machine (excluding dry cleaning or hand washing);</li> <li>• Ironing, with exception of dry cleaning;</li> </ul>

	<ul style="list-style-type: none"> <li>• 24 hour on-site staffing;</li> <li>• Maintenance of the grounds of the Home;</li> <li>• Maintenance and repair (as necessary) of the Home, its furnishings and furniture;</li> <li>• Insurance of the Home and its contents (see clause 15 for exceptions);</li> <li>• Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting; and</li> <li>• Internet access in line with our fair usage policy.</li> </ul>
<b>Extra Items</b>	<ul style="list-style-type: none"> <li>• Toiletries;</li> <li>• Hairdressing;</li> <li>• Incontinence aids;</li> <li>• Specialist medical equipment not generally available in the Home;</li> <li>• Chiropody;</li> <li>• Physiotherapy (where not provided by NHS);</li> <li>• Dental care (where not provided by NHS);</li> <li>• Hearing aids (where not provided by NHS);</li> <li>• Eye care (where not provided by NHS);</li> <li>• Clothing;</li> <li>• Newspapers and magazines;</li> <li>• Internet use in excess of the Provider's fair usage policy;</li> <li>• Private telephone installation in your room and all associated costs;</li> <li>• Dry cleaning;</li> <li>• Private car hire or taxi service or transport to outside services such as the hospital, dentist or optician except in cases of medical emergency;</li> <li>• Care and maintenance of pets;</li> <li>• Registration process in the event of death; and</li> <li>• Any other items of a personal nature not included in the weekly fee;</li> <li>• Participation in some external recreational trips or social activities;</li> <li>• The NHS continence service assess and provide a maximum of four pads per 24 hour period. Any additional pads are charged at a cost.</li> </ul>
<b>Assisted Travel Charges</b>	Should you at any time require pre-arranged hospital treatment as a day patient and there are no relatives able to accompany you, we can on request provide a member of staff at a cost. Please contact the Home Manager to discuss this further.
<b>Trial Period</b>	The first four weeks' is a trial period which can be ended on one weeks' notice. Please see clause 9
<b>14 Day Cancellation Period</b>	This only applies if we visit you in your home, hospital or somewhere other than the Home and you sign the Contract during or immediately after the visit. In these circumstances you can cancel

	the Contract for any reason within 14 days of signing this Contract by phone, email, letter or by sending us the Cancellation Notice annexed to the Contract in Schedule 2. We will refund any fees paid by you to the date of cancellation within 28 working days. We will not admit you to the Home until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do consent, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.	
<b>How you can end the Contract after the Cancellation Period</b>	Respite	Ends at the end of the Respite Period
	During Trial Period	1 week
	After Trial Period	4 weeks written notice
<b>How we may end the Contract after the Cancellation Period (see clause 11)</b>	Respite	1 week
	During Trial Period	1 week
	If you do not pay your Fees for 8 weeks	Immediately
	Your needs change and the Home cannot look after you	4 weeks' written notice
	If you breach the Contract or your behaviour is detrimental to the home, staff or residents	Immediately following warnings and consultation
	Closure of the Home	4 weeks' notice
<b>Insurance</b>	Our insurance for your personal effects/room contents covers claims up to £1,000 per person. An excess of £50 will apply to each claim. See clause 14 for further details	
<b>Changes to the Contract</b>	We will provide you with at least 4 weeks' notice of any changes. This may include non-fee related changes or an increase in Fees. If you don't agree with the changes you may end the Contract by providing us with four weeks' notice and the changes won't take effect until the end of that notice period. You may request changes to the Contract in writing and we will let you know if the change is possible.	

## PART 2

### OUR CHARGES

#### 1 What is covered by our Fees?

- 1.1 Our weekly Fees include the services and items set out in the Key Terms under "Services included in your weekly Fee".

- 1.2 The cost of certain optional services and items are not covered by the weekly Fees but we can arrange for them to be provided to you at a cost. These are listed in the Key Terms under "Extra Items". You will be responsible for payment of these and we will advise you of their costs beforehand. Our latest price guide is set out on our website and in your service user guide.
- 1.3 If you damage or break anything (which in this context means "beyond normal wear and tear") or at the end of the Contract your room requires redecoration beyond our usual standard (as evidenced to you), we will make a charge for the cost or repair, replacement or redecoration.

## **2 If you or your Representative pays in full**

- 2.1 The Fees for your place at the Home are set out in the Key Terms. A Security Deposit is payable on admission. Clause 5 sets out further details about this.
- 2.2 Private Fees will be invoiced monthly in advance. Payment will be collected on the last working day of the current month by the following method:
- Direct Debit

Under exceptional circumstances another payment method may be considered if agreed with SCL Support Centre in advance.

For local authority supported residents, the Fees are invoiced 4 weekly in arrears. These Fees are payable upon receipt of the invoice.

- 2.3 Extra Costs will be invoiced on an ad hoc basis.
- 2.4 If you do not pay our Fees before the 1<sup>st</sup> of the month due in advance:
- (a) we will notify you and may consult with you, your Guarantor (if applicable) and your representative to find out the reason for the arrears;
  - (b) we reserve the right to charge interest on Fees which are in arrears at 4%. This will be calculated using the base rate as set by the Bank of England plc on the outstanding amount from the date the payment was due until the date the payment is made;
  - (c) we reserve the right to charge an admin fee for all costs incurred including third party costs that directly relate to recovering outstanding Fees. These may include legal costs and those of a debt recovery agency we instruct to chase unpaid Fees;
  - (d) we may end the Contract. Please see clause 11.1.
- 2.5 If you think an invoice is incorrect, please let us know as quickly as possible. We will not charge interest on late Fees until we have resolved the issue (please see clause



20). We will provide a statement of your account and receipt for any monies paid on request.

- 2.6 You (and the Guarantor if applicable) agree to provide us on request with details about your (or their) personal assets and finances so that we can ascertain an up-to-date financial position. This will include a copy of bank statements and a statement of Assets. You and the Guarantor agree to notify us within 7 days of any changes to your (or their) financial position which may impact on your (or their) ability to pay or guarantee the Fees. In these circumstances we will meet with you to discuss the changes and how this may affect your place at the Home.
- 2.7 If you start to run out of funds, or your care needs change to the extent that you may become eligible for NHS funding, you and/or your Representative must make an application for funding as soon as possible. Assessments can take several months to complete and where you are applying for funding for the first time, we advise you to apply in good time. You will be required to pay the full Fees for your place until we have a legally binding agreement for funding with the funding authority.

### **3 If your fees are paid in full or part by a funding authority.**

- 3.1 If a local authority agrees to pay part of the Fees for a temporary period whilst your property is being sold (this is called a "deferred payment agreement"), or for any other reason, and there is a shortfall between the amount the local authority pays and the full Fees, then you and/or your Representative will be responsible for paying us the shortfall from the Date of Admission. During the period of a deferred payment agreement you agree to provide us on request with updates on the progress of the sale of your property and estimated completion date.
- 3.2 If the amount paid by the local authority is not sufficient to meet our Fees, we advise you to discuss this with the local authority to ascertain whether they will meet the full Fees. If they will not then:
- (a) if we have an alternative room at a lower charge, we may offer the room to you; and or
  - (b) you may ask a relative or other third party to make up the difference from the date your funding is agreed by the local authority by way of Third Party Top Up. This person will need to sign a contract with the local authority and ourselves;
  - (c) you may end the Contract in accordance with clause 10;
  - (d) we may end the Contract in accordance with clause 11.
- 3.3 If you receive NHS funding, the amount the NHS pay may be less than the Fees charged by the Home. This is because the NHS will fix the level of fees it is willing to pay for your assessed healthcare needs. If the shortfall represents the cost of

additional facilities and enhanced accommodation (Value Added Services) provided by the Home which are not required to meet your health needs then:

- (a) if we have an alternative room at a lower charge, we may offer the room to you; and or
- (b) if the Value Added Services are additional services (rather than a higher cost room) and we can separate these from the care package you receive, we will stop providing them;
- (c) you may ask a relative or other third party to make up the difference from the date your funding is agreed by the local authority by way of Third Party Top Up. This person will need to sign a contract with the local authority and ourselves;
- (c) you may end the Contract in accordance with clause 10;
- (d) if you still wish to receive the Value Added Services but cannot pay for them we may end the Contract in accordance with clause 11.

If this is the case, we will notify the NHS so they can consider whether they can cover the full Fees.

- 3.4 If a local authority decides that you are no longer eligible for funding then you will need to pay the full Fees yourself. If the NHS decide that you are no longer eligible for NHS funding, then unless you are eligible for local authority funding (in which case clauses 3.1 and 3.2 apply) you will need to pay the full Fees yourself.

#### **4 Changes to Fees**

- 4.1 Your Fees will be reviewed on an annual basis, in March of each year. We review our Fees with the assistance of nationally recognised benchmarking for care costs which helps us calculate the fair and genuine cost of providing your care taking into account local data on staff costs, overheads, repairs and maintenance, supplier's costs and capital value. Detailed breakdown of these increases can be supplied on request.
- 4.2 In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (perhaps new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by clause 4.1 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.
- 4.3 We may increase or decrease the Fees at other times where:
- (a) there is a significant change in your care needs, as assessed by health professionals. We will consult with you and your Representative before

implementing a change and you will be entitled to see details of the assessments we have received as part of this process;

- (b) if, at your request, you move to a different room for which different Fees are payable. Details of our current room rates can be found on our website and are available on request. The new Fees will apply from the date of the room move;
- (c) the amount of FNC is decreased (see clause 7.2).

- 4.4 If clause 4.3(a) applies, we will usually give you four weeks' written notice before the change takes effect unless your care needs have increased significantly and unexpectedly. If, as part of the consultation, an issue is raised over your assessment, we will suspend our notice period until the dispute is resolved. If your care needs change very quickly and we have to put in additional care or facilities at short notice or ask you to move rooms, we will try to provide at least 7 days written notice of any change. If this happens and you don't want to pay the increased Fees, you may end the Contract without penalty before the increase in Fees takes effect.
- 4.5 In addition to clause 4.4, there may be circumstances where not providing additional care immediately would be harmful to you. We will give you immediate notice of any Fees increase the additional care will entail. If you do not want to pay the increased Fees you may end the Contract immediately without penalty.
- 4.6 In the circumstances set out in clauses 4.3- 4.5, if there is a dispute and you choose to remain in the Home whilst it is resolved, then provided our decision is supported by an independent assessment, we may backdate our Fees to the date on which you began to receive additional care.

## **5 Security Deposit**

- 5.1 The Security Deposit protects the Home against non-payment of Fees and damage caused by you to your room or the Home.
- 5.2 Within 28 days of the end of the Contract we will provide you with a statement of account. If there are any outstanding Fees or costs, or if you have damaged your room or the Home (other than fair wear and tear), we will provide supporting evidence of this with the statement. We reserve the right to deduct the amount due from the Security Deposit and will return any balance to you within 28 days.
- 5.3 If you do not agree with the statement of account, we would ask you to raise this with us in accordance with clause 20.

## **6 Guarantor**

- 6.1 If we have asked a Guarantor to guarantee payment of the Fees, they will be asked to sign this Contract. The role of a Guarantor is to pay the Fees and the costs of any Extra Items if you do not do so in accordance with this Contract. If you do not make a

payment in accordance with clause 2.2 or clause 2.3, we will notify you and the Guarantor that a payment has been missed and consult with you and the Guarantor about resolving the issue. If the payment is not made within 8 weeks' of its due date, the full amount (including any costs and interest payable under clause 2 will become due and payable by the Guarantor. If the Fees are not paid by the Guarantor within a further 7 days:

- (a) we may end the Contract immediately in accordance with clause 11;
- (b) we may take enforcement proceedings against you and the Guarantor which may include the issue of court proceedings.

6.2 If the Guarantor no longer wishes to act as guarantor then four weeks' written notice is required. The Home may end the Contract by providing four weeks' written notice if an alternative guarantor is not found before the Guarantor's notice period ends.

## **7 Nursing Care**

7.1 Nursing care provided by the Home may be funded by the NHS. This is called NHS Funded Nursing Care Contribution (FNC) and is provided by the NHS to contribute to the overall cost of providing registered nursing care services. It is separate to services covered by the Fees you pay us under this Contract. We will let you know within 28 days of the Admission Date, or as soon as practical thereafter, of any FNC which is paid in respect of your nursing care and provide you with a refund within 28 working days of receipt by us of the FNC if the Fees we have charged to date include the FNC.

7.2 The FNC will be the rate set by the NHS from time to time and is subject to assessment. In most cases, the amount of FNC paid is insufficient to cover the actual costs of nursing care provided by the Home. We will notify you of any changes in the FNC rate from time to time. Any increases in the amount of FNC payable in respect of your care will not affect the amount of the Fees payable by you. If the FNC is decreased or stopped (other than where you have been temporarily admitted to hospital or in the period after death), we may need to increase our Fees to cover our costs and will do so in accordance with clause 4.3 above.

## **8 Absences and Hospital Visits**

8.1 If you are absent from the Home for a period of time, including admission to hospital your room will be kept exclusively for you provided that full Fees are paid. If you continue to be absent from the Home for a period in excess of six weeks we will consult with you and your Representative to seek agreement regarding further retention of your room. If agreement cannot be reached within a further period of 7 days the Home may give four weeks' notice to you to end the Contract.

8.2 [Should you require emergency hospital treatment during the hours of 8am to 6pm; a relative will be notified immediately and asked to attend as soon as possible. Should

that relative be unable to attend, or if there are no relatives to assist, we reserve the right to charge an additional fee for providing a member of staff to attend. Please see the Key Terms for details.]

- 8.3 Should you at any time require pre-arranged hospital treatment as a day patient and there are no relatives able to accompany you, we can on request provide a member of staff. We reserve the right to charge an additional fee for providing a member of staff to attend. Please see the Key Terms for details.
- 8.4 [During the hours of 6pm and 8am, we are unable to accompany residents to hospital in an emergency. However we will ensure that full medical history and medication details accompany you along with details of the incident so that your care needs can be fully met by the hospital. We will notify your next of kin or representative immediately so they can meet you at the hospital].

### **PART 3**

#### **ENDING THE CONTRACT**

##### **9 Trial Period**

- 9.1 If you are a permanent resident, the first four weeks of your placement will be a trial period to see whether you are happy here and to confirm we can meet your needs. If you wish to leave during the trial period, you should give us one weeks' notice. If we do not think the placement is right for you, we may give you one weeks' notice. At the end of the trial period, if no notice has been given by either you or the Home, your placement will become permanent and can only be ended in accordance with the notice periods set out in clauses 10 and 11. If the placement does not become permanent, we will refund any Fees paid in advance for a place at the Home within 28 working days of the end of the trial period and the Security Deposit (subject to the terms of clause 5).

##### **10 How can you end the Contract?**

- 10.1 If we visit you in your home, hospital or somewhere other than the Home or our offices and you sign the Contract during or immediately after the visit you can cancel the Contract at any time (and for any reason) within 14 days of signing this Contract by telling us by phone, email, letter or by sending us the Notice of Right to Cancel Form annexed to the Contract. If you have not been admitted to the Home during that period, we will refund you all Fees paid to date within 28 working days. We will not admit you to the Home until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.
- 10.2 Subject to clause 10.1 if you are a permanent resident and no longer wish to stay at the Home, you may end the Contract by providing us with four weeks' written notice. Your Fees will remain payable until the end of the notice period.

10.3 If you are with the Home for respite care, the Contract will end on the expiry of the Respite Period. If the Respite Period is extended any reference to Respite Period in the Contract shall include the agreed extension. You or we may end the Contract by giving one weeks' notice.

## 11 How can we end the Contract?

11.1 If the Contract is for permanent residence we may end the Contract in the following circumstances:

<b>If we can no longer meet your needs</b>	Our aim is to provide you with a home for life. However there are times when the category of care we are registered to provide may not meet your needs. If this happens, we will consult with all relevant parties to make alternative arrangements for your care. We will give you four weeks' written notice.
<b>If you do not pay your Fees</b>	Immediately if your Fees or any part of them remain unpaid for a period of 8 weeks from the due date for payment provided that we have notified you of the missed payment(s) to enable you to clear the arrears.
<b>If clause 3.2(d), 3.3 (d) or 8.1 applies</b>	Four weeks' written notice
<b>Guarantor gives notice</b>	On four weeks' notice unless a replacement is found (see clause 7)
<b>Your behaviour/ incompatibility</b>	If, having taken into account the type of care we have agreed to provide, your behaviour is such that we consider your continued placement at the Home to be detrimental to you, our staff or other residents. Before asking you to leave we will make all reasonable efforts to address and manage detrimental behaviour, including giving warnings and consulting with you and your representatives. Where we ask you to leave we will give you four weeks' notice. If your behaviour is so extreme that immediate action is required to safeguard residents and staff we will consult with the local authority safeguarding team who may determine a suitable course of action. If you do not agree with our decision you may use the procedure detailed in clause 20.
<b>Permanent Closure of the Home</b>	Four weeks' notice.
<b>Emergency Closure of the Home</b>	In the unlikely event that the Home has to be closed in an emergency, we will ask you to leave immediately and will work with you to help you find suitable accommodation. If the closure is only temporary, we will

	suspend the Contract and Fees for that period and you will be offered the opportunity to move back to the Home once reopened.
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## **12 What happens when the Contract ends?**

- 12.1 We ask you to remove your belongings from the Home on the day of departure. If you do not do so Fees will be charged until your room is cleared of personal belongings for a period of no more than 10 days from the date the Contract ends. If this is not possible, you or your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide you or your estate with a pro rata refund within 28 working days of the date the new resident moves in.
- 12.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and store the possessions for a further period of 14 days. Any cost incurred will be charged to you. The Home will write to you or representative to request removal of the belongings. If they are not collected within the 14 day period, the Home may dispose of them for a reasonable cost. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to you for any proceeds of sale less any costs incurred in storing and disposing of the possessions.
- 12.3 We will provide you with a statement of account. Subject to clause 12.4 and the terms under which we hold the Security Deposit (clause 5) we will refund any Fees or costs paid in advance for services not provided, together with the Security Deposit within 28 working days.
- 12.4 If the Contract ends due to your fault (for example, non-payment or your breach/behaviour), we may deduct from any amounts owing to you under clause 12.2, an amount necessary to compensate us for any loss directly caused by your conduct. Fees will remain payable for four weeks' from the date we give notice to you to end the Contract.

## **13 What is the procedure in the event of death?**

- 13.1 In the event of death we will notify your next of kin or representative and support your relatives and friends with any arrangements they wish to make. We will charge Fees for a period of 3 days from the date of death. If your belongings have not been removed from the Home by that point, Fees will be charged for the lesser of 7 further days or until belongings have been removed. If this is not possible, your

representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide your estate with a refund.

- 13.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and store the possessions for a further period of 14 days. Any cost incurred will be charged to your estate. The Home will write to your next of kin or representative to request removal of the belongings. If they are not collected within the 14 day period, the Home may dispose of them for a reasonable cost after that time. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to your estate for any proceeds of sale less any costs incurred in storing and disposing of the possessions within 30 days of the date of sale.

## **PART 4**

### **GENERAL TERMS**

#### **14 Your Room**

- 14.1 Please note that your placement does not give you a tenancy nor create any right to security of tenure. You will be allocated a room on a licence basis. We do not expect to have to ask you to move rooms but reserve the right to do so if we consider it is in your best interests to do so, if we need to do repairs or work or if you ask to. In such circumstances we will provide you with four weeks' notice but reserve the right to ask you to move immediately if your safety is at risk. Except in the case of renovation/repairs, if the alternative room is more or less expensive than your current room, a different rate may apply and your Fees will be amended in accordance with clause 4.3. If the new room is less expensive we will provide you with a refund of part of the Fees paid in advance within 28 working days. If you do not wish to move rooms you may end the Contract by providing us with four weeks' notice and any increase in Fees will not apply during the notice period.
- 14.2 Whilst we will respect your privacy we retain the right to full and unrestricted access to your room to provide the care you need.

#### **15 Insurance and personal belongings**

- 15.1 You are welcome to bring personal possessions and furniture into the Home provided that any electrical items are PAT tested and the furniture meets health and safety regulations. For electric recliner chairs, privately owned wheelchairs (all types) and mobility scooters, proof of servicing within the last 12 months will be required prior to their use at the Home. You are responsible for the cost of annual servicing and



maintenance of the same. We reserve the right to ask you to remove any items which are defective or dangerous.

- 15.2 The Home's insurance policies cover personal belongings up to a value of £1,000. An excess of £50 will apply to each claim. We do not encourage you to bring valuable items into the Home but in the event that you do, you should arrange your own insurance. Whilst we make every effort to provide a secure environment we are not responsible for loss or damage to your belongings unless we have failed to take reasonable precautions to look after them.

## **16 Medication**

- 16.1 All medication, including homely remedies, must be handed in on admission for securing in a lockable cabinet in your room or the home's drugs cupboard. You will be supported to self-medicate wherever possible and appropriate, in line with an appropriate risk assessment.

## **17 Information and Data Protection**

- 17.1 Please ensure that all information you provide to us is up-to-date and accurate and that you keep us informed of any changes.
- 17.2 Our data protection and privacy notice explains how and why we process, share and keep your data as well as your rights in relation to this. This notice is enclosed in Schedule 1 to this Contract.

## **18 Laundry**

- 18.1 Although we take great care with your clothes, please note that we do not accept any responsibility for loss or damage to your clothing unless we fail to take reasonable precautions to look after them. We ask that all items are name-labelled please.

## **19 Staff**

- 19.1 Please note that our staff are not permitted to accept gifts or bequests. Our staff are not permitted to provide advice or sign documents concerning your personal finance, legal issues or otherwise.

## **20 Resolving issues**

- 20.1 We will ensure that we provide our service to you with reasonable care and skill and maintain a standard of care as required by law. We will not exclude or limit our liability to you where we fail to meet these standards (including where our negligence results in death or personal injury or loss or damage to your belongings).
- 20.2 We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example fire, extreme weather

conditions, terrorist activity or outbreak of an infectious disease. In such circumstances we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.

- 20.3 We are always pleased to hear from you if you have comments or feedback about the Home. If you do feel that something is not as you would like it to be, please refer to our complaints procedure which is on display at the Home and available on request.

## **21 Responsibilities**

- 21.1 Subject to any legally obtained safeguards in place, the Home does not restrict residents from leaving the Home. However the Home shall not be responsible for residents once they have left the Home if they are unaccompanied by a member of staff.
- 21.2 The Home is happy to assist residents to make arrangements with external suppliers to provide services, for example, broadband. Any contract is made between the resident and the external supplier and the Home is not responsible for resolving any issues or disputes arising under it.

## **22 Changes to the Contract**

- 22.1 If we need to make any changes to this Contract, for example due to changes in how we operate the Home or changes to new legislation or government policy, we will provide you with at least 4 weeks' written notice. Where the change is substantial and exceptional but we cannot continue our service without making it, we will provide at least 16 weeks' notice and consult with you about it. Any change will take effect on the date notified.
- 22.2 If you do not agree to the changes you may end the Contract by providing four weeks' notice. The change will not come into effect during that period.
- 22.3 If you would like to make any changes to this Contract, please let us know. We will let you know if this is possible and agree any amendments to the Contract as a result.

## **23 Visitors**

- 23.1 It is our policy to encourage open visiting to the Home, provided that it does not adversely affect the quality of life of residents in any way. Please note that we reserve the right to refuse or limit entry to visitors if their behaviour is persistently or significantly abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.

23.2 Any ban will be made after a thorough risk assessment and consultation with the individuals concerned and is subject to the appeal process set out in our complaints policy (see clause 20). We will keep any ban under regular review.

## **24 General**

24.1 You agree that this Contract will take precedence over any other agreements made between us. This means that if you have signed a previous contract with us, this one will replace it.

24.2 This Contract is made in England and any dispute arising under it shall be governed exclusively by the laws of England and Wales.

24.3 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its term.

24.4 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.

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

24.6 We may transfer the Contract to another organisation. We will contact you if we plan to do this. If you are unhappy with this, you may end the Contract in accordance with clause 10.

24.7 Even if we delay in enforcing the Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.

24.8 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.

## **SCHEDULE 1**

### **1. GENERAL DATA PROTECTION REGULATION**

- 1.1 Somerset Care complies with its obligations under the EU General Data Protection Regulation and the Data Protection Act 1998 by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, and by protecting personal data from loss, misuse, unauthorised access and disclosure.
- 1.2 We use your personal data for the following purposes:
- To initiate care or support
  - To provide ongoing care or support
  - To enable us to make/receive payments
- 1.3 There is further detail of how we process your personal information in our Approved uses of Personal Data document which can be provided to you upon request.

### **2. SHARING YOUR PERSONAL DATA**

- 2.1 Your personal data will be treated as strictly confidential, and will be shared only with the third parties specified below:
- Those assigned to initiate and provide care or support.
  - Care Quality Commission (CQC) and other bodies such as Adult Safeguarding, for incidents/accidents/complaints regarding quality of care.
  - Health & Safety Executive (HSE) for the Reporting of Injuries, Diseases and Dangerous Occurrences (RIDDOR).
  - Insurance brokers in case of legal investigations into incidents/accidents/complaints.
  - Paper files archiving companies that store our files.
  - Companies providing our IT solutions to help us manage care plans, schedule care staff, produce invoices, handle incidents, handle payments and deliver medication.
- 2.2 We will never share your information with any other third parties without first informing you and we will never store your information outside of the EU.

3. **HOW LONG DO WE KEEP YOUR PERSONAL DATA?**

- 3.1 We only keep your personal data for the amount of time necessary to achieve the purpose for which it was collected. For the retention periods of specific types of personal information, please refer to our Rights of Access to Information Policy which can be provided to you upon request.

**4 FURTHER PROCESSING**

- 4.1 If we wish to use your personal data for a new purpose not covered by this privacy notice, then we will provide you with a new notice explaining this before we use your data for the new purpose. Where necessary, we will seek your prior consent to the new processing.

**5 YOUR RIGHTS IN RELATION TO YOUR INFORMATION**

- 5.1 You have the right to object to certain processing of your information and to refuse / withdraw consent to information sharing with the specified parties above at any time. We will fully explain the possible consequences to you, which could affect our ability to provide care or other services to you.

**6 CONTACTING US ABOUT YOUR INFORMATION**

- 6.1 You can contact us about your information at any time via;

Name:  
Position:  
Telephone:  
Email:

## SCHEDULE 2

### NOTICE OF THE RIGHT TO CANCEL

- You have a right to cancel this Contract without giving any reason at any time within the period of 14 days starting from the date you sign this Contract.
- This right can be exercised by telling us by phone, email, letter or by delivering the Cancellation Form below to our head office at any time within the period of 14 days starting from the date you sign this Contract.
- You can still cancel this Contract at any other time by giving the required notice as set out in clause 10. To meet the deadline, it is sufficient for you to send your communication asking to cancel the Contract before the 14 day period has ended.
- If you asked us to admit you to the Home during the 14 day period, you agree to pay us for the period up to the date you sent us notice asking us to cancel the Contract.
- If you have already made payment to us we will reimburse you, less any amounts payable for the service provided.
- We will make this reimbursement within 28 working days from the date you tell us you want to cancel. You will not incur any fees as a result of the reimbursement.

#### CANCELLATION NOTICE

**If you wish to cancel this Contract you may use this form but you do not have to.**

**(complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT)**

To: [name and address]

I give notice that I wish to cancel my contract dated [date] with [ ] reference number [ ]:

Signed.....

Name and Address:.....

.....
.....
Date: .....

Please sign below if you agree to us providing the service within the 14 day period you have to cancel this Contract.

**Delete as appropriate:**

**I do/do not agree to the Home providing any services to me/the resident within the period of 14 days starting with the date this Contract was signed.**

<b>SIGNATURE</b>	
<b>PRINT NAME</b>	
<b>DATE</b>	___/___/___

**SCHEDULE 3**

**THIRD PARTY TOP UP AGREEMENT**

This Agreement is made on [            ]

Between

- (1) **Somerset Care Limited** (registered company number 02548025) whose registered office is at Acacia House, Blackbrook Park Avenue, Taunton, Somerset TA1 2PX ("**Provider/us/we**"); and
- (2) [Full name and address of top up payer] ("**Third Party/you**")

**Background**

A. The Provider has agreed to offer a place at [name of home] ("**Home**") to [name of resident]. The place is part-funded by [name of local authority]/NHS ("**Funding**")

**Authority**") but the costs of the Home ("**Fees**") are higher than the funding provided by the Local Authority ("**Funding**").

- B. The Third Party has agreed to pay the shortfall between the Fees and the Funding ("**Third Party Fees**").
- C. Where the Funding Authority is the NHS, the Home confirms that the Third Party Fees do not cover assessed healthcare needs of the resident but are charged for additional costs relating to enhanced accommodation or services preferred by the resident.
- D. The Provider has entered into an agreement with the Local Authority for the Funding ("**Funding Agreement**").

## **Terms**

### **1. Fees and Payment**

- 1.1 The amount of the Third Party Fees is £[        ].
- 1.2 Private Fees will be invoiced monthly in advance. Payment will be collected on the last working day of the current month by the following method:

- Direct Debit

Under exceptional circumstances another payment method may be considered if agreed with SCL Support Centre in advance.

- 1.2 If you fail to pay the Third Party Fees on the due date, we will inform the Local Authority immediately. The resident's place at the Home may be at risk if the Third Party Fees are not paid in full on their due date.

- 1.3 If:

- 1.3.1 the Third Party Fees are not paid in full within the terms of the Funding Agreement or this Contract; and/or

- 1.3.2 you inform us that you can no longer pay the Third Party Fees or wish to end the Contract

We reserve the right to end the Contract in accordance with the terms of the Funding Agreement in which case the resident's place at the Home may be at risk.

- 1.4 Your Fees will be reviewed on an annual basis. We review our Fees with the assistance of a nationally –recognised toolkit for care costs which helps us calculate the fair and genuine cost of providing your care taking into account local data on staff costs, overheads, repairs and maintenance, suppliers costs and capital value. We will provide you with at least 4 weeks notice of this.



- 1.5 In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (perhaps new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by clause 1.6 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.
- 1.6 We may increase or decrease the Fees at other times where:
- 1.6.1 there is a significant change in the resident's care needs, as assessed by health professionals. We will consult with the resident and their representative before implementing a change;
  - 1.6.2 if, at the resident's request or for their safety, they move to a different room for which different fees are payable. Details of our current room rates can be found on our website and are available on request;
  - 1.6.3 the amount of Funded Nursing Care (FNC) is decreased.
- 1.7 If the Fees are increased or decreased, we will usually provide you and the Funding Authority with four weeks' written notice before the change takes effect and discuss with the Funding Authority whether it will meet the extra costs. The Funding Authority may or may not increase or decrease its Funding at the time the Fees are changed. The Third Party Fees will be increased or decreased to reflect the difference between the revised Fees and the Funding.
- 1.8 The obligation to pay the Third Party Fees will cease in accordance with the terms of the Funding Agreement. A copy of this will be provided with this Contract.

## **2. Ending the Contract**

- 2.1 If you wish to end the Contract you must give us four weeks' notice in writing.

## **3. General**

- 3.1 You agree that this Contract will take precedence over any other agreements made between us. If any of the terms of this Contract conflict with the terms of the Funding Agreement, the terms of the latter shall take precedence.
- 3.2 This Contract is subject to the laws of England and Wales. Any dispute under it will be dealt with in the courts of England.
- 3.3 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its term.

- 3.4 We may transfer this Contract to someone else. We will consult with you in advance if we plan to do this. If you are unhappy with this, you may end the Contract by providing 28 days' notice.
- 3.5 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.
- 3.6 Even if we delay in enforcing this Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.

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

<b>THIRD PARTY'S SIGNATURE</b>
Signed: .....
Date: .....
Name (please print): .....

<b>SOMERSET CARE LIMITED</b>
Signed: .....
Date: .....
Name (please print): .....