

Contractual Agreement Pack

Privately Funded

Nower House
Coldharbour Lane
DORKING • Surrey
RH4 3BL

01306-740 076



Client Agreement



Agreement #: **CA~XXX/XX/XXXXX**

Issue Date: 10 February 201x

THIS AGREEMENT Is between **DORKING RESIDENTIAL CARE HOMES LIMITED** which trades under the registered business name of **NOWER CARE** (*hereinafter referred to as 'Nower Care'*)

And **Alan Hudson** (*hereinafter referred to as 'the Resident'*)

relating to the acceptance by the Resident of accommodation in **NOWER HOUSE** Residential Care Home, Coldharbour Lane, Dorking, Surrey as from: **Tuesday - 19 January 201x**

- 1 Upon payment of the appropriate fees as defined in Clause 2, Nower Care undertake to provide accommodation, food, light, heat, specified laundry services and all the necessary personal care as would normally be required by a resident of a 'low dependency' Residential Care Home.
- 2 The WEEKLY fee to be charged in 201x is: **£000.00**

The fees are to be paid monthly in advance by recognised Bank or Building Society Direct Debit. These fees, it is agreed, shall cover the provision of all services referred to in Clause 1 above, subject to review, and there shall be no "extra" charges except those shown in Clause 11 below.

The fees due for each full year are calculated by dividing the above 'weekly fee' by 7, to give the 'equivalent daily rate', multiplied by 365 (366 in a Leap Year) to give the yearly sum due.

The monthly (Direct Debit) fee for a period less than a full year is calculated by multiplying the 'equivalent daily rate' by the number of days between the date of the first planned Direct Debit payment and the end of that year (31st December), and then dividing this figure by the number of calendar monthly payments to be made.

A final invoice will be issued to cover the end of the initial trial period (payment by cheque), together with a *Direct Debit Mandate* for regular automatic payment thereafter.

The first Direct Debit can be extracted on : 1st March 201x

The *Weekly Fee* above equates to a regular Direct Debit payment from this date of : **£0,000.00** and for each of the following xx calendar months thereafter.

- 3 The resident is currently occupying room number: **XX** which is a Premier Grade room.

The Resident may only use this accommodation as a licensee for their own private occupation, and shall not have exclusive use or occupation of any particular room or rooms within Nower House, but will be consulted, should it be necessary, before any change or transfer of bedroom is proposed. Please refer to *General Terms & Conditions of Residency*

- 4 Nower Care undertake to maintain a standard of care as required by Social Care Act 2008 and that of the Care Quality Commission (CQC).

Care Quality Commission - South East Region

Citygate • Gallowgate • NEWCASTLE upon TYNE • NE1 4PA - Tel: 03000-616161

If an occasion should occur where a complaint or query arises the Resident is referred to the comprehensive Nower Care Complaints procedure for dealing with internal complaints, and this forms a part of the *General Terms & Conditions of Residency* which is issued with this agreement.

If, having exhausted the Nower Care complaints procedure, the complaint is still not resolved to the Resident's satisfaction, they may refer the matter to the Local Government Ombudsman at:

Local Government Ombudsman

PO Box 4771 • Coventry • CV4 0EH - Tel: 0300-061 0614 - Fax:0247-882 0001

onlinel application: lgo.org.uk

- 5 The first four weeks after admission shall be regarded as a trial period for the benefit of the Resident and Nower Care, during this period seven days (1 week) notice of termination on either side will be all that is required. Following the trial period this agreement shall continue in force until terminated by either party giving to the other written notice four weeks (28 days) before termination. Should the Resident leave Nower House without giving the required notice, payment of fees in lieu of notice at the then current weekly rate will be required.

- 6 Nower House will be the abode of the Resident. Should a Resident at any time take a holiday, require hospital treatment or be otherwise temporarily absent from the Home, Nower Care undertake to retain the accommodation for the Resident on payment of the then FULL current weekly charge. The normal notice period specified in Clause 5 above will still apply.
- 7 In the event of the death of the Resident, the normal notice period in Clause 5 will apply and any fees outstanding for the Resident's accommodation will be charged to their estate or third parties who agree to meet Resident's fees in whole or part under Clause 23. This Clause (Financial Appointee) must be signed before the said person can become a permanent Resident.
- 8 Nower Care may give notice to the Resident of termination of this agreement as outlined in Clause 5 above, requiring the Resident to leave the Home under the following circumstances:
- a - Non-payment of fees.
 - b - If, in the opinion of Nower Care, it is unable to fully meet the needs of a resident, or provide the degree of care and attention they may require. However in the case of a short term, terminal deterioration of a Resident, it may be possible to accommodate them with direct assistance from relatives, or if necessary additional staffing costs are met by the Resident or their Financial Appointee.
 - c - If, having consulted the Resident and taken advice from the appropriate member of the primary health care team, e.g. GP, Consultant or Social Worker, concerning the present and future care needs of the Resident, Nower Care are considered no longer able to fully meet the Resident's needs. (i.e. Nursing or EMI transfer)
 - d - If, in the opinion of Nower Care, the Resident has become unsuitable for continued Residential Care owing to reasons of a medical, physical, mental, or social compatibility nature, or any circumstances or behaviour which Nower Care feel may be detrimental to the operation of the Home in general or the welfare of other Residents.
 - e - If, in the opinion of Nower Care, the Resident's continued presence constitutes an operational or financial threat to the continued viability of the Home.
 - f - Non-disclosure of relevant information as required in Clause 12 below.
- 9 The 'weekly fee' will be reviewed yearly and is subject to change as from the first day of January each year, save for this, the Resident changing rooms or the Resident's dependency level increasing considerably as below, the rate should remain unchanged.
- Any increase in the fee will be as a result of inflation, or any other increase in overheads or operating costs which Nower Care experiences for the provision of additional care and service or as a result of statutory provisions coming into force after the date hereof.
- Notwithstanding the above, Nower Care reserves the right, in extreme circumstances, to alter the 'weekly charge' at any time, having given two weeks written notice to the Resident or should this agreement be jointly amended by all parties hereto signed.
- Furthermore, as per our issued *Fee Schedule* Nower Care reserves the right to increase an individual's fee payable to the Higher Dependency rate, where we assess a Resident's dependency level has increased to an extent where they either are, or should be, in receipt of the Higher Attendance Allowance.
- 10 Should a 'privately funded' Resident be transferred to 'Social Services funding' and therefore the terms and conditions of this agreement would cease, the Resident or their relatives may be asked to provide Nower Care with "top up" funding between the proposed lower, Social Services fee and that of the then current Nower Care fee. If this "top up fee" is not available, Nower Care reserve the right to terminate this agreement and seek to discharge the resident, or transfer the Resident to an alternative lower cost 'Standard Room' within Nower House, as soon as a suitable one is available.

Personal and Medical Requirements

- 11 The Resident shall from their own resources provide the following if and when needed:
 - Medical requisites not available on free prescription, including incontinence pads
 - Visiting hairdresser charges
 - Visiting NHS or private; Chiropody; Dental; Audiology; Optician charges
 - Personally addressed and delivered newspapers
 - Personal clothing and toilet requisites
 - Any other items of luxury or personal nature
 - Telephone calls from Nower House "pay phones" are charged at the current domestic rate. The connection, rental, contract maintenance, call usage or disconnection charges of private telephones installed in a Resident's room are the total responsibility of the Resident, or their Financial Appointee.
- 12 Residents will be required, before taking up residence, to provide information to Nower Care on the state of their health, medical history, any treatment required and the name of their Doctor or medical advisor, and complete all necessary consent forms in respect thereof including Access to Medical Record Act Forms.
- 13 Nower Care will undertake to take charge of, order and dispense all the Resident's prescribed medications. If the Resident agrees to allow Nower Care to do so, they must undertake not to use any prescribed medication without the prior knowledge and approval of the Home Manager. If a Resident elects to retain and administer their own medication they must sign the *Self Medication Form* upon arrival, and all medicines must be kept in a secure place in their room. Nower Care cannot accept responsibility for the misuse of medications which are kept by any Resident.

Risk Taking and Personal Effects

- 14 Residents are free to journey out alone at their own discretion. However, Nower Care cannot accept responsibility for a Resident's safety away from the Home.
- 15 All electrical items brought by Residents on admission, or during occupation of the Home, shall first be inspected as to their safety before use. Any electrical item which Nower Care considers to have failed the yearly COSHH testing, or initial safety test must be immediately removed from the Home, or will be disposed of by the Home.

Furthermore, Nower Care reserves the right to limit the number of electrical appliances in use in a Resident's private accommodation to that which can be safely supplied by the power points in the room. The use of adapters, which allow more than one appliance to be connected to each socket, is not allowed.
- 16 At the discretion of Nower Care items of furniture and personal effects, which must verifiably comply with current Health & Safety and Fire regulations, may be brought into Nower House, subject to inspection as to condition and defects liable to render the article unsafe or unfit.

Transportation, insurance and eventual removal of such items shall be the Resident's responsibility or that of their Financial Appointee or executor.

Nower Care are unable to store any items belonging to Residents and therefore removal of ALL personal effects and furniture should normally be completed within the prescribed notice period, fees will continue to accrue until such time as the room is completely emptied.

Valuables and Insurance

- 17 All Residents are provided with an *Admission Inventory Form* and are required to provide a personal inventory of all valuable personal effects upon arrival. All valuable assets must be declared and logged upon admission for insurance purposes.

Valuable effects left in the Resident's room will be the sole responsibility of the Resident; this includes money, jewellery, cheques etc. Safekeeping of some small items and cash can be arranged in the Office safes of both Woodcote and Newra annexes.

An account for "spending money" cash will be set up in the Duty Manager's Office with normal paying-in and withdrawal facilities. Subsequent access to the valuables and cash will be agreed with the Home or Duty Manager, and a proper record of items and/or cash entrusted to them will be available for examination upon request by the Resident or their representative.

18 Nower Care is fully insured via Aegis Insurance with regard to statutory liabilities and as a part of this policy the personal effects of Residents left in their rooms are covered to the limit of £2,500.00 per person, subject to an excess of £250.00 per claim. If required the sum insured may be increased by direct contact with the brokers and insurers; with any additional premium, application, renewal or claim being the sole responsibility of the Resident thereafter.

All items valued above £200.00 need to be itemised, but insurance cover does not extend to Resident's cash, securities and other monies.

Contact

19 All Resident's or their relatives will have been asked to complete *Residency Application ~ Form 5*. A section of which records the Resident's nominated *Next of Kin*. This individual need not actually be a relation and can be the same person as the nominated Financial Appointee.

However, in the event of serious incident, illness or death the nominated *Next of Kin* will be the sole and only point of immediate contact and it will be their responsibility to disseminate any information provided to other members of family or friends.

Non-Resuscitation

20 It must be noted that with regard to all Resident's the following Policy will be rigidly adhered to.

Nower Care Non-Resuscitation Policy

It is the stated policy of Nower Care to ensure that service users are both protected and supported by a staff that has an ample number of fully trained First Aiders. However, after much deliberation, it has been agreed that Nower Care will operate a rigid policy of Non-Resuscitation for all of its residents and owing to the Policies and Procedures of the Ambulance Service will leave any decision as to whether the Paramedics resuscitate or not, entirely to the discretion of the attending Ambulance Service personnel.

General Terms & Conditions of Residency

21 A copy of the Nower Care *General Terms & Conditions of Residency* is attached following this agreement. This document expands on many of the clauses above and covers other serious issues relating to: out-patients appointments; no smoking/naked light policy; alcohol; residents' valuables; furniture, electrical items, etc. By signing this agreement you are also acknowledging that you have read and understood the *General Terms & Conditions of Residency*, and are willing to abide by their contents.

A schedule of Nower Care *Resident Guidance Notes* (which are available upon request) is also provided to ensure clarification on any queries that commonly arise or other contentious issues.

Status of Nower House

22 Nower Care operating from Nower House is registered as a Residential Care Home (CRH) offering 'Personal Care only' with the **Care Quality Commission**

For and on behalf of Nower Care

Signed:

Chris Horwood - General Manager

Dated:

The Resident

Signed:

Dated:

Agreement #:



Financial Appointee

23 The Resident must provide a nominated 'Financial Appointee' who is willing to commit to the following undertaking.

Name:

Address:

Town:

County:

Post Code:

Phone No:

Email Address:

Declaration of Financial Appointee

I the above mentioned and undersigned Financial Appointee hereby undertake and agree that in the event of the death of the Resident named at the beginning of this agreement, I will arrange for his/her funeral and will keep Nower Care indemnified against all liabilities for the expenses thereof, and in the case of a Resident whose fees are paid in whole or in part by a third party I hereby agree to pay any unrecoverable or outstanding fees up to and until the termination of this agreement and the complete vacation of the Resident's accommodation.

Furthermore, I hereby undertake to ensure that the Resident's room is then emptied of ALL personal effects and will be personally liable and therefore agree to pay any outstanding room fees accrued until such time as the room has been completely vacated. At the time of clearance and in consideration of Nower Care handing over to me or my appointed agents the said effects and assets of the estate of the above named Resident, I hereby undertake to indemnify Nower Care and keep you indemnified, against all actions, proceedings, claims, or demands whatsoever, which may be taken or made against you by any person claiming to be interested in the estate, and any costs or expenses which may therefore be incurred or become payable thereafter.

Signed:

Dated:

Agreement #: **CA~XXX/XX/XXXXX**

The Resident must sign as indicated on Page 4

The nominated Financial Appointee must sign as indicated above (Page 5)

Then please retain 1 copy of this agreement for your records and return the other signed copy to:

Nower Care
Nower House
Coldharbour Lane
DORKING • Surrey
RH4 3BL

Attn: The Bursar
01306 740 076

