



# General Terms & Conditions of Residency

Nower House  
Coldharbour Lane  
DORKING • Surrey  
RH4 3BL

01306-882 844

BP:021|ESP.02|R:43169



## General Terms & Conditions of Residency

This document sets out the general respective rights and responsibilities of an individual resident, their nominated *Financial Appointee* and the staff and management of Nower Care.

Nower Care aims to reach, and indeed exceed, the laid down CQC Standards and will endeavour to provide a comfortable and happy Home, that the residents will enjoy living in.

Nower Care will do everything possible to respect the rights of older people resident in Nower House, particularly by observing the values of privacy, dignity, independence, choice, civil rights, and fulfilment which we acknowledge can be threatened by living in a communal environment. We recognise that providing good quality 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 practicable.

Residents of Nower House can either be Privately funded (Private) or Social Services funded (State) via their Local Authorities Social Services Department. Nower Care makes absolutely NO differentiation between either and the *Terms & Conditions of Residency* and level of service provided are identical for both. The only differences relate to the contract which Nower Care receives from the funding Local Authority, which usually stipulates a different period of notice and termination of agreement, or the absence of a 'grade' of room occupied, which is directly related to the level of fee paid if private funded.

This document should be interpreted in the light of the above principles, and should be read in conjunction with the issued *Client Agreement* (in the case of a Private resident), or *Service Users Schedule/Agreement* (in the case of a State funded resident) - [*Jointly hereinafter referred to as 'issued Agreement'*]

All residents are accepted for residency on the following *Terms and Conditions*.

This document is enclosed with and referred to in the *issued Agreement* and also forms a part of the Nower House *Pre-Admission Pack*, which is issued to all residents prior to admission. These terms shall be considered as accepted by the resident, their *Financial Appointee* or any other representative upon the said resident being admitted to Nower House. The resident and their *Financial Appointee* will be required to sign the *issued Agreement*, which further confirms their acceptance, and they will then assume personal joint and several responsibility and liability to pay all unpaid fees and charges that may be legitimately claimed under the agreement.

*There is an index of contents at the end of this document*

## Residence

### Room Information

The relevant room initially offered, and then occupied by the resident is indicated in Clause 3 of the *issued Agreement*. No resident will be asked, or allowed to share their allocated accommodation unless they are married or closely related and both choose to do so. The allocated room will be treated, as far as practicable, as their own 'private space'. It will be locked in the event of any continuing absence from the Home (i.e. holidays, hospital admission).

Residents are welcome to bring to their rooms any personal belongings and furniture they wish. However, a *Risk Assessment* will need to be conducted by the *Building Health & Safety Officer* to ensure that the items are inherently safe and that the room is not over 'cluttered' and therefore unsafe. Furthermore, any soft furnishings as indicated below, must be verifiably (confirmation triangular labels still attached) Fire Retardant:

- Bed and bedding (duvets, pillows, sheets etc.)
- Armchairs
- Curtaining and lampshades etc.

Any electrical appliances brought into Nower House must be tested for electrical safety by our Buildings Team and thereafter undergo a yearly PAT electrical test. Any electrical item that fails either of these tests must be repaired (at the resident's expense) or removed from Nower House immediately.

## **General Terms & Conditions of Residency**

---

The following room furnishings will normally be provided by Nower House for an incoming resident:

- a clean comfortable bed
- a comfortable armchair
- a large chest of drawers and double hanging wardrobe
- a bedside cupboard with a key lockable draw (for the safe storage of valuables, medication etc.)
- a switchable bedside light
- a vanity unit with integral wash hand basin
- a wall mounted mirror
- a selection of towels
- all bed linen (duvet, pillows, valance, fitted sheets, etc)

All new furniture is specifically manufactured for Care Homes and is inherently stable and made and upholstered with *Fire Retardant* materials.

Individual resident's may also request either of the following, which will be supplied if the *Building Health & Safety Officer* has assessed the room as safe for further furniture:

- an additional upholstered guests chair
- an occasional table or a small table to sit at (where practicable)

Each room will also provide the minimum of:

- four double 13amp power points
- a digital TV aerial point
- a Telephone connection point which can provide personal broadband connection
- switchable overhead low-energy or led lighting
- appropriate fitted carpets or carpet tiles with fitted vinyl flooring to applicable areas
- fitted curtains and/or blinds and where appropriate or required net curtains etc.
- an 'over-rideable' privacy door lock; (residents may request a key to their room where a satisfactory Risk Assessment has been conducted)

### **Room Occupancy**

The resident may only use the accommodation offered at Nower House 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 before any change of bedroom is proposed.

The reasons where Nower Care may consider moving a resident of a room are as follows:

- Where the resident's increased needs require an alternative position within Nower House. This may be as a result of mobility or Health & Safety Risk Assessment issues, etc.  
*Nower Care will discuss such issues with the resident and their relatives and offer the possibility of transfer when a suitable opportunity arises.*
- Where Nower Care require the resident to vacate their room to enable essential or programmed maintenance or decoration to be undertaken. In this event it should be possible to transfer back into the original room following the work's completion.  
*Nower Care will discuss any necessary or proposed works with the resident and their relatives and provide at least 2 weeks notice of any transfer.*
- Where Nower Care require the resident to vacate their room to enable refurbishment or programmed development to be undertaken. In this event it may not be possible to transfer back to the room following refurbishment, as the room may no longer exist or may be of a much higher grade when refurbished. There are no such plans at present.  
*Nower Care will indicate which rooms may be liable to development as a supplement to these Terms & Conditions, and will discuss the scheduling of any proposed development with the Service User and their relatives and provide at least 4 weeks notice of any transfer.*
- Where an emergency situation (Fire; flood; structural collapse, etc.) renders part of Nower House unfit for habitation. In this event it may require emergency measures, possibly including

shared rooms, to ensure the safety of all of the Home's residents.

*With regard to the potential severity of any emergency event it may be impossible to offer any notice of transfer or need to share etc.*

The Nower Care mission is to create the premier Care Home in Surrey, in order to facilitate this ambition Nower House maintains a refurbishment programme that may involve the transfer of a resident, or group of residents, to alternate rooms to enable the refurbishment of their original rooms to be completed. Nower Care will fully discuss any potential transfer with the resident and their nominated Next of Kin and will attempt to provide fair and reasonable notice of any proposed room changes as detailed above.

Where a resident is asked to vacate their room every effort will be made to offer an alternative room that is of the same or higher grade. The total fee charged after transfer will not be higher than the fee paid for the original room at the time of transfer. Where the only available rooms are of a lower grade, the room fee payable will be lowered to the prescribed rate for that room.

### **Trial Period**

All residence in Nower House is on a trial basis for at least the first four weeks. This trial period may be extended up to 12 weeks (for State funded Service Users) if the resident has not yet settled into the Home's environment as well as anticipated, although they have not proved to be totally unsuitable.

If either Nower Care or the resident consider that the resident's needs cannot be fully met, or that their continued residency is unlikely to be satisfactory, the residency can be terminated with five days (5days) notice or payment in lieu. The resident will be expected to vacate the Home on or before the prescribed time.

### **Permanent Residence**

At the completion of a satisfactory trial period the resident will be offered *Permanent Residence*, at this time the *issued Agreement* will be sent, and the 'One-Off', *Registration Fee* will become due for payment. (See *Chargeable Fees below*)

Every endeavour will be made to keep a resident at Nower House, even if seriously ill, provided that the resident's GP or other health care professional is satisfied adequate care can be given. Wherever practicable, Nower Care undertakes to enlist the support of outside agencies to enable the resident to remain within Nower House should they so wish, unless their GP recommends that alternative arrangements be made.

Under the terms of Nower Care's CQC Registration, if;

The Nower Care Home Manager conducts a formal *Changing Needs Assessment* and concludes that Nower House can no longer meet an individual resident's needs, and/or a resident has undergone a formal needs assessment by a relevant health care professional (i.e. GP, DN, CPN, hospital Doctor/Consultant or Social Services Case Manager) that assesses they are in need of 'nursing' or specialist mental health care (EMI etc.), and are therefore no longer suitable for continued residency in a 'Personal Care' only Care Home, they cannot remain a resident of Nower House. Therefore, their contract may have to be terminated immediately with the prescribed notice period being given.

Every assistance will be offered to enable the resident to find a suitable alternative Home, although the resident and their relations have sole responsibility for ensuring that the resident vacates their room on or before the expiry of the notice period. Failure to do so may involve the resident having to be collected by the Social Services Emergency Team and being placed in a temporary environment until a permanent suitable Home can be found by their family.

### **Termination and Notice**

During the initial trial period (normally 4 weeks), or for *Short Stay* residency, the maximum period of notice on both sides is five days (5days) or payment in lieu. Once permanent residency has been established the period of notice on both sides is ten days (10days) or payment in lieu. Notice of termination must be confirmed in writing by either side, the effective date being that of the written document.

## **General Terms & Conditions of Residency**

---

The possible reasons which may cause Nower Care to terminate a resident's contract are documented in Clause 8 (CA) or 13 (SUSA) of the *issued Agreement*.

As detailed under *Permanent Residence* above, in the event that either Nower Care or a health care professional assess that the resident's needs are not being fully met (nursing or EMI needs) then that resident will have to leave Nower House. Therefore, their contract will have to be terminated by Nower Care, with the prescribed notice period being given.

In the event that the resident wishes to leave Nower House they, or their *Financial Appointee*, may terminate their contract with Nower Care giving the prescribed notice period in writing. Payment of fees must be made up until the last day of the notice period irrespective of whether the resident completely vacates their room prior to that date. If the room is not completely vacated by the expiry of the notice period, fees will continue to be charged until such time as the room is totally clear of the resident's furniture and/or personal belongings.

In the event of the death of the Resident, notice of termination of the contract is accepted as occurring on the day of death. The minimum notice fee charged will be reduced to 3days (provided the room is completely cleared of all belongings within that period). If the room is not vacated by the expiry of the reduced 3 day notice period, fees will continue to be charged until such time as the room is completely cleared of all the resident's furniture and/or personal belongings.

Nower Care has individual contractual termination agreements with the respective Local Authorities that pay the fees of 'Social Service' funded residents. Notwithstanding this fact, Nower Care will look to the nominated *Financial Appointee* to pay any outstanding fees, not paid by the resident's Local Authority, in respect of room fees due until the room is completely clear of the resident's furniture and/or personal belongings.

The details of the contractual termination notice period between Nower Care and a particular Local Authority is recorded in the contract that they issue to Nower Care and regrettably in the event of death this is now normally only 3days. The *Financial Appointee* of a deceased or transferred resident will have the date of the expiry of the notice period reconfirmed and providing that the resident's room is completely cleared of ALL (every single item) of the resident's furniture and/or personal belongings, no additional personal charges will be incurred.

However, if the *Financial Appointee* fails to arrange for the complete clearance of the room before the expiry of notice date, an invoice for personal payment will be issued for every day (overnight) that the room remains 'occupied' and unavailable.

NB. Nower Care is unable to store or dispose of ex-residents' personal effects and does not accept the gift of second hand furniture.

*It must be remembered that Nower Care is a 'charitable' organisation with a very low fee structure, and as such can only offer fair and reasonable fees by ensuring the continuity of its revenue generation whilst seeking an alternative resident for a vacant room. Therefore, the contractual requirement to pay agreed fees until the expiry of the prescribed notice period is in no way effected should the room be vacated and Nower Care subsequently be able to conduct necessary maintenance work.*

### **Absences**

The resident may be temporarily absent from their room because of a holiday or hospital stay etc., in this case Nower Care will agree to keep the room available until the resident's return, provided the full fee (and any subsequent yearly increase) continues to be paid on time.

*It should be noted that with regard to the major fixed operating costs (staffing, heating etc.) there is no appreciable saving to Nower House when an individual resident is absent from their room.*

### **Room Transfers**

A prospective resident may wish to occupy a particular grade of room (i.e. with a private patio), however, if this grade of room is unavailable they may elect to be admitted to another grade of room as a temporary

expedient. First option, on a strictly 'first come - first served' basis, will be offered to those residents when the next room of the required grade becomes available.

Next option will be given to existing residents that would like to transfer to a vacant room for personal, convenience or financial reasons. If this is the case and the new room is of a differing grade any additional fee payable will be charged from the date of transfer.

Should the assets of a '*Privately funded*' resident decrease to the level where they transfer to '*Social Services*' funding the terms and conditions of their issued *Client Agreement* would cease. In this case the resident or their relatives will be asked to contract to provide Nower Care with 'Top Up' funding between the new proposed (probably 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 the Client Agreement of a resident for what will become a 'loss-making' room, or where appropriate consider the transfer the resident to an alternative lower cost 'Standard Room' within Nower House, as soon as a suitable one is available to mitigate any loss to an acceptable level.

### **Chargeable Fees**

In the case of a '*Privately funded*' resident the specific details of their initial chargeable weekly fees are recorded in their issued *Client Agreement*.

In the case of a State funded resident the level of fee offered will be set by the providing Local Authority. Nower Care will have agreed to accept that amount and the Terms and Conditions as outlined in the contract issued by them. The specific details and breakdown of the initial chargeable fees are recorded in the resident's issued *Service Users Schedule/Agreement*.

In some cases a '*Social Services funded*' resident may be required by their fee paying Local Authority, to pay directly to Nower Care an assessed *Resident's Contribution* towards the overall agreed room fee. This contribution may include any state pension, private pension or other benefits that they may be receiving. In some cases a '*Social Services funded*' resident may have been accepted by Nower Care on the basis that the resident themselves or their relatives, pay an additional '*Third Party Top-Up*' fee, paid on top of the fee agreed with the fee paying Local Authority up to the level of the published room fee. The specific details and breakdown of the initial chargeable fees are recorded in their issued *Contractual Agreement*.

Upon payment of the appropriate weekly fee Nower Care undertake to provide:

- Accommodation (in a room of your choice or alternative if required for refurbishment)
- Food and drink (as per the normal routines of daily living)
- Heat and light (subject to normal unavoidable disconnections)
- On-site laundry services (not Dry Cleaning or non-machine washable)
- The in-house activity programme
- All necessary personal care as would normally be required by a resident of a "low dependancy" Residential Care Home.

The fees charged specifically EXCLUDE the following examples:

- Medical requisites not available on free prescription, e.g. some incontinence products
- Visiting Hairdresser charges
- Visiting NHS or Private health care professionals
  - Chiropody
  - Dentistry
  - Optician and/or Audiology
- Personally delivered newspapers
- Personal clothing and toiletries
- Any items of a luxury or personal nature (e.g. Alcohol)
- A small contribution towards the cost of any outings or day trips
- All charges relating to the connection, rental, call charges, maintenance or disconnection of a personal BT line connected to your room, or other should voluntary transfer occur.

*(This list of examples is not exhaustive)*

### **Calculation of Charges and Payment**

The private funded fees due for each full year are calculated by; dividing the 'weekly fee' by 7, to give the equivalent daily rate, multiplied by 365 (366 in a Leap Year) to give the yearly sum due, and then divided by 12 to produce the calendar monthly payment required for a Direct Debit Mandate. Should the Direct Debit period be less than a full year the appropriate fee is calculated by; dividing the 'weekly fee' by 7, to give the equivalent daily rate, multiplied by the exact number of days left before the end of the year (31<sup>st</sup> December) to give the remaining yearly sum due, and then divided by the number of calendar months requiring payment by Direct Debit.

Fees not paid by Direct Debit and those paid to Nower Care by fee paying Local Authorities are not fixed amounts and are normally calculated on the number of applicable days in each calendar month.

Chargeable fees are to be paid calendar monthly in advance and can must be paid on presentation of invoice by bank cheque or after issue of a *Client Agreement* by Bank or Building Society Direct Debit Mandate.

### **Higher Dependency Fees**

This is a higher fee charged to those resident's that are, or in our opinion should be, in receipt of *Higher Attendance Allowance*. Those with sensory impairment may qualify for this increased fee, although it is unlikely that any other recipients of HAA would still be suitable for continued residency as their needs are unlikely to be fully met in residential care.

### **Fee Reviews**

The applicable 'weekly fee' will be reviewed yearly and is subject to change as from the first day of January each year, save for this or the resident changing rooms, the rate should remain unchanged throughout the year. Any increase in the fee will be as a direct 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 inception date.

Notwithstanding the above, Nower Care reserves the right, in exceptional circumstances, to alter the 'weekly fee' at any time, having given two weeks written notice to the resident or should this agreement be jointly amended by all parties involved.

### **Registration Fee**

A single, 'One Off' registration fee to offset the cost of the extensive admission process is levied when a resident completes their trial period successfully or elects to become a 'permanent resident'.

It should be noted that a *Registration Fee* does not form a part of any Local Authority contract as issued to Nower Care for a Social Services funded resident. Therefore the payment of this fee will have to be from the personal financial resources of the resident or their *Financial Appointee*. In cases of exceptional financial hardship, the General Manager reserves the right to reduce or omit the Registration Fee payment.

The *Registration Fee* is strictly non-refundable should the resident subsequently have to leave Nower House for whatever reason.

### **Invoice Recipient and Correspondence Address**

Most families do not wish their relative to be worried by the contractual or financial issues relating to residency at Nower House. Therefore, Nower Care will forward all such documentation to this nominated individual for them to deal with and arrange signatures etc.

Before granting residency the Home Manager will complete a *Residential Assessment ~ HM Form* and will ask for a nominated individual to complete the *Invoice (Recipient) and Correspondence Address* section and also indicate if this person is also; a Next of Kin; Financial Appointee (Guarantor) or has Power of Attorney.

**Please also refer to: *Nower Care Policies & Procedures # 2.55 Informing Next of Kin & Relatives***

## Financial Appointee

No applicant will be considered for residency at Nower House unless they are able to nominate a *Financial Appointee* who is willing to sign the declaration and undertaking on the last page of the *issued Agreement*. This is the case for both Private and State funded residents.

The requirement for a *Financial Appointee* and the consequent responsibilities are three fold:

*To ensure that Nower Care have an appointed individual who has accepted the responsibility for:*

- ▶ arranging and paying for any funeral that may be required.
- ▶ arranging and paying for ALL of the resident's personal belongings, clothes, furniture and effects to be cleared from their room and continuing to be responsible for the payment of the applicable room fee (Private or State funded) until this has been completely accomplished.
- ▶ accepting receipt of all of the late resident's money and belongings, prior to probate, whilst indemnifying Nower Care from any action, legal claim or incurred costs that another person may make or claim against the estate.

It would seem logical that the nominated *Financial Appointee* would be a relative or someone who was either likely to be the executor of the resident's estate or a beneficiary from it. Therefore, they would be in a position without the risk of personal financial loss, to ensure that the resident is laid to rest, their possessions are collected and distributed, and their outstanding bills paid, as they would prefer.

**Please also refer to: *Nower Care Policies & Procedures # 2.55 Informing Next of Kin & Relatives***

## Care

A full assessment of care needs will be conducted prior to admission and will be reviewed regularly. An individual *Care Plan* will be generated utilising the Nower House 'CareSys' software and this will be reviewed on a monthly basis. The Care Plan will set out in detail the action needed to be taken by care staff to ensure that all aspects of the health, welfare, personal and social needs of the resident are wherever possible met.

The standard of care that Nower Care seek to provide is exactly that which a caring close relative (Son or Daughter) would offer if their elderly relation came to live with them in their own home, save for the provision of some specialist equipment that Nower House may possess (i.e. call-bell system, fire alarm, bath hoist etc.) and the number of staff provided to accomplish this over 24 hours each day. *No More and No Less*

Should it be considered that a resident's needs are not being fully met by the normal compliment of care staff employed by Nower Care as approved by the CQC, then that resident shall be deemed to have become unsuitable for continued residency and their contract is liable to termination following the prescribed notice period. For the transient period increased staffing levels may be provided where necessary, practicable and as required until such time as the notice period has expired.

If the resident's increased needs are temporary (i.e. in the event of a terminal condition), the increased staffing levels considered necessary may be provided with either physical assistance from the resident's relations or direct financial support to fully compensate for any increased staffing costs.

## Health

Nower Care will endeavour to promote and maintain the resident's health and ensure they have access to appropriate health care services as necessary. In particular it will:

- support self-care wherever possible
- as far as is practicable assist the maintenance of personal and oral hygiene
- identify pressure sores or assess the risk of developing same and undertake appropriate action
- seek and then act on advice on continence and ensure the necessary aids are provided and used
- monitor psychological health and ensure wherever possible that preventative and restorative care is provided
- provide appropriate opportunities for exercise and physical activities
- identify and act on any risk of falling within the constraints of resident risk taking policies



## **General Terms & Conditions of Residency**

---

- monitor resident's weight loss or gain and assess their consequent nutritional needs
- enable and assist resident's to register with a local GP (subject to GP approval)
- facilitate access to specialist medical, nursing, dental, pharmaceutical, chiropody, therapeutic services, hospital and community health care, as required
- ensure access to optician and audiology (hearing) tests and to appropriate aids
- inform the resident's nominated *Next of Kin* of serious illness or death  
(Please see *Illness and Death* below)

### **Hospital or Doctor's visits**

It should be noted that all Nower Care staff and visiting Doctors are bound by confidentiality issues relating to a resident's health and other personal matters.

Duty Managers and Care staff can only pass on generalised information regarding the condition of any resident to their NoK or close family relations, and then only with the express permission of that resident. Medical information and opinion can only be relayed as imparted to them by any visiting health care professional. Specific details regarding any diagnosis or prognosis should be acquired from direct contact with the GP or hospital consultant themselves. You must not expect or press staff on duty to give you their opinions or offer any immediate confirmation, as they are not qualified to do so.

Nower Care has a 'Duty of Care' for the residents in our care, but we do not consider ourselves responsible for them, as this duty must ultimately rest with their close family and relations.

With regard to the above, it is self evident that should you be aware that a Doctor is visiting a resident with regard to a potentially serious issue it is logical, that providing the resident agrees, you should be present to represent the resident, ask any pertinent questions you may have, and help to reassure them.

In the past Nower Care has experienced difficulties with regard to resident Out-Patient appointments and Hospital visits. Legally we have a duty to maintain staffing levels, therefore we cannot allow staff on duty to simply leave the building to accompany a resident and previously, staff have volunteered to accompany residents in their own time. Unfortunately, on several occasions relatives have not sought to accompany their relatives on these appointments even when they were aware that very serious diagnosis and prognosis would have to be discussed and communicated to the resident.

Our staff have then been left distressed at having to explain bad news to those they are caring for and in some cases have later been interrogated by the non-attending relations about what was said. We consider this unacceptable and not our responsibility, and therefore we do not now accompany these scheduled visits.

We will arrange hospital transport where available and will contact the nominated NoK who must cancel the appointment directly if they are unable to arrange a suitable person to accompany.

In exceptional circumstances additional staff may be asked if they will accompany, but a charge of £20.00 per hour (or part thereof) will have to be levied.

### **Illness and Death**

On *Residency Application ~ Form 5 (Resident's Contact Addresses)* the completer is asked to nominate a *Next of Kin*. In the event of the serious illness of a resident, their hospitalisation or death (only where this occurs within Nower House), Nower Care undertakes to inform the nominated *Next of Kin* as soon as is practicably possible thereafter.

It should be noted that as with most hospitals and health institutions, Nower Care will ONLY inform the nominated *Next of Kin*, or in the case of their pre-arranged indisposition, someone they have in turn nominated. This is because past experience has shown that the delivery and dissemination of potentially bad news is best left to the immediate Next of Kin to prevent possibly becoming embroiled in family politics or misunderstandings.

**Please also refer to: *Nower Care Policies & Procedures # 2.55 Informing Next of Kin & Relatives***

## Medication

Nower Care maintains a clear policy and stringent procedures with regard to medication administration and uses the Venalink (Blister Pack) and MAR administration control system.

Nower Care is very conscience of the fact that one of the most common concerns among close relatives of a potential resident is their ability to self medicate safely. Therefore Nower Care strongly recommends that residents utilise the medication protocols in place within Nower House. However, provided a resident is *Risk Assessed* as suitable to Self Medicate and does not pose a risk to themselves or other residents and they sign the necessary documentation, they may be allowed to continue to self medicate if so desired.

Nower Care can take no responsibility for the resident's self medication safety or correct administration thereof.

**Please also refer to: *Nower Care Policies & Procedures # 2.32 Medication Safety***

## Visitors

Nower House welcomes visitors at any time between 08:00 and 21:00, although it is best to avoid lunch time 12:30 to 13:30. In exceptional circumstances visitors can be accommodated outside the specified hours but only with the prior, express permission of the Home Manager.

In the interests of safety visitors are asked to use only the main entrance of Nower House and to ensure that they make their arrival known to a member of staff on duty and also inform them if a resident is leaving the premises with them. Nower Care can accept no responsibility for the resident during such outings.

**Please also refer to: *Nower Care Policies & Procedures # 3.16 Visitors to Nower House***

## Personal Possessions

Nower Care strongly advise that no item of any inherent financial, or great sentimental value be brought into Nower House. Experience shows that elderly residents often wrap small valuables in tissues or place in used envelopes etc. for 'safety'. They can then regularly misplace or 'lose' these items in what is initially an unfamiliar environment. This can be compounded by understandable short term memory problems, which can cause residents unnecessary worry as to the whereabouts of some treasured possession and can lead to great distress and inconvenience for all concerned.

Therefore in essence our advice is:

***DO NOT bring anything into Nower House that would cause distress if it were lost from the resident's estate.***

Each room is supplied with a lockable cupboard to which a resident can be given a key to store their own valuables, medication or private belongings. However, our experience is that usually when issued they are almost always immediately 'lost' causing even more distress. Therefore, if a resident insists that an item of significant or sentimental value has to be brought into Nower House it should be handed to the Duty Manager for safe keeping in the office safe. Nower Care can accept no responsibility for loss or damage to such items should this advice be disregarded.

Whilst every effort is made to care for items of personal clothing, Nower Care can except no responsibility for damage incurred to delicate (wool, silk, etc.), non-machine washable or Dry Clean only clothing, or loss of any items not clearly marked.

**Please also refer to: *Resident Guidance Notes # Clothing & Laundry Services***

## Room Inventory

A *Resident's Admission Inventory* form can be provided (where requested) to all incoming residents as a part of their *Nower Care Pre-Admission Pack*. If utilised, this form should be fully completed (additional sheets can be appended if required) to itemise ALL personal belongings, valuables, furniture and significant items that are brought into Nower House. If this form is completed it is kept in the resident's file and is referred to when a resident's room is cleared.

It is the sole responsibility of the person bringing any items into Nower House on behalf of the resident, to ensure that this form is updated with any article added to the list. Nower Care can accept NO responsibility

## **General Terms & Conditions of Residency**

---

whatsoever, for any article, valuable or personal effect that is not recorded on the *Residents Admission Inventory* form by either the resident themselves or their family and friends.

*The General Manager of Nower Care reserves the right to refuse to store or allow a resident to store any item of value that he feels is an inappropriate risk for the resident and Home to take.*

### **Cheque Books and Credit Cards**

Unless their retention is absolutely essential it is strongly recommended that residents do not bring cheque books, cheque cards or credit cards etc., with them into Nower House.

If they are brought in, you must receive the express permission of the General Manager and their presence MUST be recorded on the *Resident Admission Inventory ~ Form A*. The resident must also be solely responsible for their safety and security and therefore keep them in a securely locked draw in their room, at all times.

**Nower Care take no responsibility whatsoever, for missing or misappropriated cheques or cards.**

**Please also refer to: *Nower Care Policies & Procedures # 3.13 Residents Property***

### **Insurance**

Nower Care is fully insured via *Aegis Insurance* with regard to statutory liabilities. As a part of this policy the contents section covers the personal effects of a resident which are left in their room and are thereby covered to the limit of £2,500.00 per person, subject to an excess of £250.00 per claim.

The sums assured may be increased by direct contact with the insurers; with any additional premium, application, renewal or claim being the sole responsibility of the resident thereafter.

All items valued above £250.00 need to be itemised on the *Resident's Admission Inventory* form, but insurance cover does not extend to resident's cash securities and other monies.

**Please also refer to: *Nower Care Policies & Procedures # 2.45 Insurance and Finance***

### **Benefit Applications**

Nower Care staff will normally have no input when residents or their relations make application for benefits or allowances. It will not handle a resident's pension books or involve itself in their private financial affairs.

### **Nower Care ~ Policies & Procedures**

Nower Care has developed, and keeps reviewed, a comprehensive set of individual Policies & Procedures which are referred to throughout this document. They are designed to direct and aid the staff of Nower Care, and are available for inspection or reference at Reception or by asking the Home Manager.

### **Complaints**

Nower Care has a comprehensive complaints procedure. Any complaint made by or on behalf of a resident will be investigated and dealt with under that procedure.

**Please also refer to: *Nower Care Policies & Procedures # 2.11 Complaints***

### **Health & Safety**

Nower Care will ensure as far as is practical and with due deference to their age, the health, safety and welfare of its residents, including compliance with the relevant legislation.

**Please also refer to: *Nower Care Policies & Procedures # 2.29 Health & Safety***

### **Fire Safety**

Nower Care will ensure, as far as is practical, their safety in the event of fire, including compliance with the relevant legislation to undertake the necessary Fire Audits, Drills and Testing as required.

Following discussions with the local Fire Brigade and with deference to the general resident's age, mobility and mental acuity and retention, their advice was that in the event of Fire, Nower Care should operate a *Delayed Horizontal Evacuation Procedure* in which residents should initially be encouraged to stay in their rooms with their doors shut and await the arrival of the Fire Brigade to facilitate evacuation. Nower Care therefore does not stress its residents by practising evacuation techniques, although obviously staff response to the threat of fire is regularly tested together with Fire Safety Training.

The most important facet of Nower Care Fire Safety is a strict NO NAKED LIGHT policy within Nower House. Therefore, residents are not allowed to bring matches, lighters, candles, vaporisers, incense sticks etc., or any other item that needs to be lit into the Home.

**Please also refer to: *Nower Care Policies & Procedures # 2.30 Fire Safety***

### **Smoking**

Regrettably, to comply with the increasingly impractical, Fire Regulations and specific Fire Brigade guidance 'smoking' can NO LONGER be allowed for any Resident within the premises of Nower House or in its external garden areas. The Fire Alarm sensors in every room are very sensitive and would be activated by a person smoking within the room.

If a resident is found to have any smoking materials or sources of ignition in their room they will be issued with a formal warning and further repeat incidence will result in the immediate termination of their agreement to stay at Nower House.

**Please also refer to: *Nower Care Policies & Procedures # 2.28 Smoking & Alcohol***

### **Alcohol**

Following a thorough *Risk Assessment* a resident may purchase their own alcohol for moderate consumption within Nower House. Alcohol may only be kept in resident's room with the express permission of the General Manager, but wine and beer can be kept in the Dining Rooms to be served with or after meals etc. If a resident is unable to drink in moderation and is unruly, aggressive or causes upset to other residents or staff the permission to drink alcohol will be revoked and should the resident be found with alcohol in their possession after that time their contract may be terminated forthwith.

On special occasions (Christmas, parties, Birthday's etc.) Nower Care will provide suitable alcoholic beverages (Sherry, beer, wine, spirits, etc.) as deemed necessary.

**Please also refer to: *Nower Care Policies & Procedures # 2.28 Smoking & Alcohol***

### **Nower Care ~ Resident Guidance Notes**

Nower Care has developed, and keeps reviewed, a comprehensive set of individual *Resident Guidance Notes* which ensure clarification of any queries that commonly arise, or other contentious issues. A schedule of these are included with the *Resident's Welcome Pack*.

Copies of individual sheets are freely available upon request from the Home Manager.

### **Acceptance of Gifts and Undue Influence**

Individual staff are specifically precluded from accepting gifts or gratuities from residents, to do so is a serious disciplinary matter. Residents or their relations may bring in sweets etc., for the benefit of all the staff on duty but should not attempt to provide separate gifts for specific members of staff.

The General Manager of Nower Care operates two separate accounts for these purposes:

- *Residents Welfare Account* - Is utilised to pay for any 'luxury' items that the residents may request for the whole community or is used to pay for any additional excursions or day trips.
- *Staff Welfare Account* - Is usually shared out at Christmas by the purchase and equal distribution of wine, sweets or biscuits etc.

*Both are dispensed and distributed at the sole discretion of the General Manager reporting to the Management Committee.*

Cheque payments to either account should be made payable to: *Dorking Residential Care Homes Ltd* and clearly marked on the back *Residents or Staff Welfare* account as applicable.

All staff are also expressly forbidden from signing or witnessing any document, or in any other way having any involvement in the personal or financial matters of the residents; Please Do Not Ask. They are specifically precluded from becoming either the executor or beneficiary of any resident's will.

**Please also refer to: *Nower Care Policies & Procedures # 2.46 Acceptance of Gifts***

## Conduct of a Resident

Nower Care expects all of its residents to take care of furniture, fittings and furnishings which belong to Nower Care, and to refrain from any act which is a nuisance or annoyance to the staff, or any other residents or visitors to Nower House, and shall comply with reasonable requests of the provider to ensure the Health & Safety of all persons in the Home. Nower Care reserves the right to give notice to terminate their *issued Agreement* for a resident to stay at Nower House, if the Home is no longer able or willing to meet their needs or if their behaviour is persistently unsociable, so as to affect seriously the well being of the other residents.

## Registration Authority

Nower Care is registered with the *Care Quality Commission*, our inspecting office is:

*Care Quality Commission*

*South East Region - Citygate • Gallowgate • NEWCASTLE upon TYNE • NE1 4PA*

*Telephone No: 03000-616161*

## Index

	<i>Page</i>		<i>Page</i>
• <b>General Statement</b>	1	• <b>Medication</b>	9
• <b>Residence</b>		• <b>Visitors</b>	9
Room Information	1	• <b>Personal Possessions</b>	9
Room Occupancy	2	Room Inventory	9
Trial Period	3	Cheque Books & Credit Cards	10
Permanent Residence	3	• <b>Insurance</b>	10
Termination and Notice	3	• <b>Benefit Applications</b>	10
Absences	4	• <b>Nower Care Policies &amp; Procedures</b>	10
Room Transfers	4	Complaints	10
• <b>Chargeable Fees</b>	5	Health & Safety	10
Calculation of Charges & Payment	6	Fire Safety	10
Higher Dependency Fees	6	Smoking	11
Fee Reviews	6	Alcohol	11
Registration Fee	6	• <b>Resident Guidance Notes</b>	11
Invoice & Correspondence Address	6	• <b>Acceptance of Gifts</b>	12
Financial Appointee	7	• <b>Conduct of a Resident</b>	12
• <b>Care</b>	7	• <b>Registration Authority</b>	12
• <b>Health</b>	7		
Hospital & Doctors Visits	8		
Illness & Death	8		

Nower Care is the registered business name of Dorking Residential Care Homes Limited  
Registered as a charitable society under the Co-operative and Community Benefit Societies Act 2014  
Registered Office: Nower House, Coldharbour Lane, Dorking, Surrey. RH4 3BL