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# RESIDENT CONTRACT & TERMS

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## Resident Contract Terms

### INTRODUCTION

These Resident Contract Terms and the accompanying Admission Form set out the formal legal relationship between you and H Plus Care Limited (in England and Wales) ("we", "us", "our", "the Home") (together the "Contract"). While these Resident Contract Terms are addressed to "you," they may equally be addressed to a person who acts on your behalf, either formally (via a Power of Attorney) or informally nominated by you, and who may sign the Contract and make payments on your behalf.

We recognise that Dementia Nursing/Dementia care is expensive, and it is important that likely costs are fully understood in advance. It is therefore important that you carefully read and understand the contract before signing and agreeing to its terms. By signing the contract, you are agreeing to its terms and you will be personally liable for the payment of fees and other charges set out in the contract.

We hope that the terms are clear and that you are able to understand the extent of the cost of the services we offer. If you do not understand any aspect, please contact the Home's General Manager/Director (the person responsible for the overall running of the Home) We encourage you to take independent legal advice, including from Citizens Advice, if there are any aspects that are unclear.

It is important that the placement is affordable to you. For that reason, we ask for you to provide us with proof of sufficient funds prior to entering into the contract.

### DEFINITIONS

Residents are classified as either:

**Short stay** (temporary) resident, where the expected duration of stay is 28 days or fewer. In these cases, the stay period will be agreed in advance and the agreed payment is due in advance; or

**Long stay** (permanent) resident, where the expected duration of stay is longer than 28 days or a short stay (temporary) resident who extends their stay in the Home beyond 28 days.

For long stay (permanent) residents all the terms of these Resident Contract Terms apply (except section 1. "Fees Generally for Short Stay (Temporary) Resident")

For short stay (temporary) residents some sections of the Resident Contract Terms may not apply, as indicated by the section headings.





### **1. Fees Generally for Short Stay (Temporary) Resident**

The Home and you as a short stay (temporary) resident will agree a period of residence and a daily fee for that residence, as set out in the Admission Form. The full fee for the agreed period is payable in advance. This fee will be proportionately refunded where the residence is terminated early if the reason for termination is that we cannot reasonably provide care that meets your needs. The minimum charge is one week irrespective of whether the length of stay is shorter than one week.

Should the residence continue beyond the agreed period, the same daily rate will apply to the extended period up to 28 days and the additional fees will be payable immediately. Where the residence is extended, either party may give 3 days' notice of termination.

Where the residence extends so that you remain in the Home for a period longer than 28 days in total, you will be classified as a long stay (permanent resident), and you will be notified of the appropriate Weekly Fee. In these circumstances, please note that all the terms applicable to a long stay (permanent) resident in these Resident Contract Terms will now apply to you, including the need to pay a Refundable Deposit and to pay fees in advance, each of which are payable before the initial 28 days elapses.

### **2. Fees Generally for Long Stay (Permanent) Resident**

The fees we charge for a long stay resident are as follows:

**Weekly Fee:** this is the rolling weekly charge initially set out in the Admission Form (which is increased annually as set out at section 4. below) for the provision of our Services (as defined below) to you; and

If your placement ends this agreement will terminate, except for terms that are intended to continue afterwards. Any outstanding fees and additional costs due together with any interest shall be charged to your estate. Post death fees will be charged 3 days after your death and then will cease provided your personal belongings are removed from your room by someone who can act on your behalf.

### **3. Refundable Deposit for Long Stay (Permanent) Resident**

In addition, we also collect a Refundable Deposit upon your admission to the Home, equivalent to two weeks' Weekly Fee.

Should your account be in arrears, either in respect of fees or any additional services such as hairdressing etc. the Refundable Deposit will be used by us to make up any such shortfall. We will inform you in writing in advance of any proposed deductions we intend to apply in respect of the Refundable Deposit.

The Refundable Deposit will be returned to you or your estate (minus any relevant deductions as set out above along with a breakdown of any such deductions (if applicable) as soon as practicable and ordinarily within 28 days following termination of the placement.



#### **4 - Weekly Fee and Uplifts for Long Stay (Permanent) Resident**

The Weekly Fee for the current billing year (1st April to 31st March) is set out in the Admission Form.

On 1st April each year the Weekly Fee will automatically increase by 5.9% (we will send you a reminder of this in advance). This increase is intended to cover staff pay increases (including increasing pension contributions and increases in the National Living and Minimum Wage), central government programmes (e.g. the apprenticeship levy), rental increases, inflation on food, fuel, equipment including medical sundries as well as increases in regulatory fees. Subject to the proviso below, we will honour the agreed 5.9% annual increase even where the inflationary pressures of the above are greater than this.

The proviso is that where there are any major government interventions leading to a significant and demonstrable increase in our costs or taxes, we reserve the right, following not less than 12 weeks' notice, to increase the Weekly Fee to account for these high or additional costs. Should you decide to terminate your placement in response to such an increase, you will receive a pro-rata refund of any pre-payments, although the relevant termination notice periods will still apply (see section 9 below for details).

Your Care Plan will be reviewed monthly to ensure that changes in needs are assessed, evaluated, and updated accordingly. In the case of an increase in care needs, this may result in a Resident being re-assessed as requiring complex nursing care.

We reserve the right to review and if required increase the Fees of this agreement where you have a change in Care Needs from those that were previously assessed.

#### **5 - Payment Terms for Long Stay (Permanent) Resident**

Payments are made monthly in advance.

Payments are made by standing order which must be set up on admission to the Home. Ordinarily, on your admission to the Home, the standing order mandate for payments will not have been set up in advance, therefore a pre-payment of fees will be required by cheque or bank transfer (please ask the Accounts Manager these details). The Pre-payment amount will be equivalent to 1 month care fees. Then the second months care fees and subsequent monthly payments will be made by standing order.

If there are any issues with setting up or collecting your standing order, we will contact you to inform you and it may be necessary that further pre-payments of fees are required until the standing order is active.

Where you have been absent from the Home for a period of 28 days consecutively, for example because you are staying in hospital, the Weekly Fee will accordingly be reduced from such time onwards to 80% of the current Weekly Fee (i.e. a 20% reduction) until you return to the Home.



## **6 - Services included and excluded from the Weekly Fee**

The Weekly Fee is for 24-hour routine care in the Home. It includes your room (which will be redecorated from time to time as necessary), heat and light, meals (including a choice of menus), snacks and drinks, access to lounges and gardens, bedding and towels including laundry (but excluding dry cleaning), liaison with relevant outside agencies such as medical practitioners and district nurses, assistance with personal care, activities (including any routine trips out of the home), access to Wi-fi, annual testing of residents' personal electrical equipment and ongoing care reviews.

The Weekly Fee excludes without limitation the following: personal newspapers, personal flowers, smoking or vaping materials, personal toiletries, hairdressing, dental care, manicures, beauty treatments, podiatry care or special outings e.g. theatre tickets. It is important to note that this is not an exhaustive list but is examples of typical additional services. We may arrange for these additional services, which will need to be paid for separately. In the event that these are paid by us on your behalf we will add these charges to your account.

The Weekly Fee does not include accompanying you to medical, hospital or similar appointments; where such accompaniment is arranged this will be charged separately at £20 per hour for attendance by a carer, plus any travel expenses, such as a taxi fare.

Should it be necessary to provide additional care or medical services to you, such as one-to-one care for periods of the day, in which a member of staff is dedicated to your care, an additional charge will be made for this (for example, if it is necessary to engage a carer on one-to-one care this will ordinarily be charged £20 per hour. This will not be introduced without your consent, except in exceptional circumstances, in which case we will seek consent as soon as reasonably practicable.

## **7 - Placement Type for Long Stay (Permanent) Resident**

As a long stay resident, you will be admitted to the Home under one of three categories, described below. It is often the case that a resident condition may change during their residence at the Home, and it is important to understand the different types of service we offer and how these are paid for.

### **7.1 Residential**

This is the standard placement where it is assessed that you do not need round-the-clock nursing care and hence any such nursing services that may be required by you can be supplied by the district nursing team, funded by the NHS.

### **7.2 Nursing**

This is a placement where your condition is assessed as requiring an element of medical care, so needs to be supported by the availability of round-the-clock nursing care. Where you have already been admitted to the Home as a residential placement and we subsequently assess you to require the availability of round-the-clock nursing care we will seek to accommodate you within our Home and an uplift in the Weekly Fee will be payable. The amount of uplift will depend on the nature of the enhanced care required by you.





When your placement is classed as 'Nursing' you will be eligible for the Funded Nursing Care contribution which is paid from the NHS directly to the care home. Prior to receiving the FNC contribution from the NHS, we will invoice you for our Weekly Fee, but we will usually recover the FNC contribution (if applicable) directly from the NHS and will place this as a credit against your account and shown as a deduction on your monthly invoice. Where there is a delay in the assessment of the FNC contribution, a dispute with the NHS as to the assessment of your needs or a delay in receipt of the funding from the NHS, you will remain liable for the full enhanced Weekly Fee.

### 7.3 Continuing healthcare

Where your condition is such that your dominant care needs are medical rather than peace of mind, support with daily living and assistance with mobility and personal care, you may be entitled to "full funding" by the NHS (provided you meet the NHS eligibility criteria for the award), just as if you were being cared for in a public hospital. The NHS offers a fee which they adjudge covers your healthcare needs in a standard care home setting; the NHS will not fully fund a resident's decision to stay in a particularly attractive, comfortable, or well-resourced home, which, to the extent that it exceeds the standard care provision, can be seen as a "lifestyle choice." Hence, what the NHS pays is likely to be insufficient to cover the full service we offer in our well-appointed, comfortable, and well-resourced Home. If you wish to stay or remain in our Home, and we are able to provide the care you need, we will advise you of a "lifestyle choice" contribution. Where you were previously admitted to the Home on a Nursing or Residential placement, the Weekly Fee including the enhanced care element may increase; but the net amount you pay is likely to reduce as the NHS will pay a larger proportion of the Weekly Fee. In the event that there is a delay or a dispute with the NHS concerning these payments, you will remain liable for the full Weekly Fee amount (including any uplift as a result of your changing care requirements since your initial Nursing or Residential placement).

Where there is a prospect of receiving public funding for an element of your care, we will provide suitable and reasonable assistance to you. In order for us to assist you must tell us if, for example, your funds are depleting so that we can provide timely assistance. However, the responsibility for meeting the agreed Weekly Fees remains with you. Where, there has been a cessation in FNC contribution as a result of your transfer to hospital or termination of the placement, the amount of the Weekly Fee covered by the FNC contribution element will be waived by us.

Where you are assessed as eligible for local authority funding, the sum paid by the local authority may not (and is unlikely to) cover the full Weekly Fee we charge for the same reasons referred to above in respect of continuing healthcare fees, namely that the payment is made out of the public purse and covers only standard care provision rather than residence in our well-appointed Home. In order to stay or remain in our Home it will therefore often be necessary to pay a "top up" to bridge the difference. As it will be a prerequisite of receiving local authority funding that you do not have sufficient assets to pay such care fees, it is logical that it will be necessary for any "top-up fee" to be paid by another person, usually a relative or significant person in your life. We reserve the right to terminate the placement if no "top up" payment is





provided and hence it is important that you consider this when accepting a placement at our Home. If at any time the Local Authority Funding changes you must notify us of that change in writing promptly and in any event within seven (7) days after the change happens. If at any time the Local Authority Funding ceases you, any Guarantor and any Third-Party Contributor will be liable for the entirety of the fees except for the amounts that the Local Authority has paid.

## **8 – Post Termination for Long Stay (Permanent) Resident**

If it is not possible for your relatives or representatives to collect your possessions from the Home within 7 days, we will either agree with them whether they should be temporarily stored or disposed of. If any items have been identified as being of significant value, we will retain these pending clear instructions as to what should be done with them. If no instructions are given within 28 days of the termination of the placement, we will write to your personal representatives giving notice of our intention to sell the items and we will then return the sale proceeds less sale costs to your estate. Items which have not been identified as of significant value may be donated to a charity shop. If we are required to store any items, we will deduct the reasonable costs of storage from your final account.

## **9 - Termination for Long Stay (Permanent) Resident**

You may end your stay in the Home by giving notice in writing, signed by you or someone with your authority and delivered to the Larchfield House Administration Office.

The period of notice to terminate the placement is 14 days during the first month of placement and 28 days thereafter.

We may terminate your placement on 28 days' notice where one or more of the following circumstances have arisen:

1. You are in arrears in paying fees.
2. You or one of your visitors which it would be difficult to exclude from the Home (e.g. a spouse or main carer) is in serious or repeated breach of the Larchfield House's Code of Conduct.
3. We are no longer able to meet your care needs; or
4. The Home or the Community in which you are a resident is due to close.

Prior to us terminating your placement at the Home we will use reasonable endeavours to consult with you as to how we are able to avoid this. However, in certain circumstances, for example in an emergency such as a fire at the Home, this may not always be possible.

In the circumstances where we decide to terminate your placement and provide you with notice, you may appeal this decision to the Responsible Person within 7 days of you receiving the notice. The Responsible Person may uphold your appeal subject to conditions, for example, that your visitors abide by specified standards of behaviour. If the notice is not appealed or in the situation where the General Manager's decision is upheld by the Responsible Person in the appeal decision your placement at the Home will terminate on expiry of the 28 days' notice.





## **10 - Late Payment**

Any amount due under the Contract that is not paid on the due date will bear Compound Interest from the due date to the date of actual payment at a rate equal to 5% above Bank of England's base rate for the time being, for the relevant period. Compound Interest due must be paid together with the amount of arrears in question. We are entitled to recover, in full, all reasonable legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under the Contract.

## **11 - Guarantors**

In certain circumstances, for example, where you have been unable to provide us with proof of sufficient funds, we may require a personal guarantee from a member of your family or other suitable person (being a "Guarantor").

In those circumstances, we will require the Guarantor to enter into a Personal Guarantee Deed. Under the terms of this Personal Guarantee Deed the Guarantor will be guaranteeing your obligations to pay to us any fees or other charges that are payable under the Contract. This means that, should you be unable to pay our fees, we will then ask your Guarantor to pay these fees instead of yourself.

We strongly recommend that your Guarantor seek independent legal advice prior to entering into the Personal Guarantee Deed, as in the event that you are unable to or, have stopped paying our fees, the Guarantor may become personally liable to pay your fees.

In the event that you default on the payment of any fees or other charges that may be payable under the Contract, we will inform your Guarantor of your default and upon written notice we may request that your Guarantor pay any of your outstanding fees or charges.

If your Guarantor does not make payment when requested by us, we may terminate your placement at the Home and/or take legal action (which could include court proceedings) against your Guarantor to recover the outstanding fees or other charges and any legal or other costs associated with any action necessary to enforce the Personal Guarantee Deed.

Therefore, it is important that if you consider that you are running low on funds we are informed as soon as possible so that we can discuss and collectively consider the options available to you. Please contact the General Manager and a meeting can be arranged with the Responsible Person to establish what can be put in place to avoid you having to leave the Home and/or us enforcing the Personal Guarantee Deed.

## **12 - Other Matters Applicable to all Residents**

**12.1** We will hold and process personal information about you. We are committed to protecting that information in accordance with applicable data protection laws, including the General Data Protection Regulation 2016.

**12.2** Upon admission to the Home you must register with a medical General Practice.

**12.3** We reserve the right to update the terms and conditions of this contract





**12.4** You must make the Home aware of any prescribed or non-prescribed medication that you possess. Should you wish to self-medicate this will be permitted only following a risk assessment.

**12.5** It is important to recognise that even though the room is “your room”, your occupation is by licence only, as we must have the right to enter at any time to provide care, to clean the room, to redecorate and service equipment or for other purposes associated with your residence. In some cases, it may be necessary to ask you to relocate to another room temporarily or permanently. We will not do this without consultation and giving at least 4 weeks’ notice, except in emergency situations.

**12.6** Where, in the reasonable opinion of the General Manager, the visitor is verbally or physically abusive or threatening or poses a risk to residents, that visitor will be excluded from the Home until an agreement is reached on future behaviour. You will appreciate that the Home is also where many other residents live and the workplace of many staff. We have an obligation to those individuals as well as to you and we have a zero-tolerance policy on this which we hope you will recognise also protects you.

**12.7** We welcome constructive feedback as we wish to improve our service and customer experience. If you have any such feedback to offer, please advise the Home’s General Manager. If you wish to make a complaint, please see our Complaints Policy which can be obtained from our Home’s General Manager.

**12.8** If you consider that you are running low on funds, we are always available to discuss options. Please contact the General Manager and a meeting can be arranged.

**12.9** Where the Contract refers to “you” we mean you or another person with authority to speak for you. This authority may arise because they have a Lasting Power of Attorney or equivalent which extends to cover property and financial affairs. Where you do not have capacity to make decisions for yourself, and where no one has relevant authority, we will make decisions on your behalf on a “best interests” basis in accordance with the Mental Capacity Act 2005, following consultation with family members and others as relevant.

**12.10** All electrical items brought into the home must be PAT tested. We will PAT test all your items on admission and for free on an annual basis. Any items that fail such tests must not be used.

**12.11** Any soft furnishings brought into the home must be certified fire retardant.

**12.12** All your personal clothing must be clearly labelled and documented on admission and during your stay at the home. This is your responsibility and is a simple precaution that will reduce the risk of your clothing being mislaid or lost. A member of staff should be informed of and shown any clothing or articles brought into the home for you at any time, for the purpose of documenting and/or labelling. We can offer to label all your clothes on admission.





**12.13** The Home shall not be responsible in any way for any damage or loss to your furniture, clothes, or other personal belongings (such as Jewellery, Watches and Phones) unless the Home has been negligent or fraudulent.

**12.14** You are responsible for insuring to full replacement value of all personal belongings, including furniture, brought into the home.

**12.15** We do not permit our staff to lend to or borrow money from or receive personal gifts from you or your visitors. If a resident wishes to donate to the staff fund this can be done at the administration office.

**12.16** We do not permit our staff to witness legal documents for you or your visitors.

**12.17** Animals are not permitted in the Home except following the prior permission of the General Manager.

**12.18** Smoking is not permitted in the Home. There is a designated area at the Home for residents who wish to smoke and who have undergone the relevant risk assessment.

**12.19** Nothing in the Contract seeks to exclude or limit liability for death or personal injury.

**12.20** We are committed to equal opportunities, and this extends to you, other residents and our staff.

**12.21** We are regulated under the Health and Social Care Act 2008 in England. We are inspected by the Care Quality Commission ("CQC"). Inspection reports for the Home are available from the General Manager and from our website.

**12.22** This Contract shall be governed by and construed in accordance with the Law of England.





## **ANNEXES**

- A.** INTERPRETATION
- B.** ADDMISSION FORM
- C.** STANDING ORDER FORM
- D.** DIRECTORS SIGN OFF
- E.** ADDITIONAL NOTES

### **Annex A**

#### **Interpretation**

In the terms the following terms have the following meanings:

"Authority funding" means the amount that a local authority, NHS Body (including CCG) or other public body has agreed to contribute towards the weekly care fee for your residence at Larchfield House.

"CCG" - Clinical Commissioning Group.

"CHC" - Continuing Healthcare funding provided by the NHS.

"FNC" - Funded Nursing Care contribution

"GDPR" - General Data Protection Regulation

"Personal Care Plan" - means the document (electronic) that details all aspects of your care while residing at Larchfield House

"Representative" - shall mean your Lasting Power of Attorney or deputy

"LPA" - Lasting Power of Attorney