

Sample Resident's Contract or
Statement of Terms and Conditions

This document sets out the respective rights and responsibilities of the proprietors (Dr. S.H. Curry and Mrs. S.E.C. Curry) and staff at:

The Manor House

Fore Street

Seaton

Devon

EX12 2AD

and

_____ **(The Service User)**

relating to the provision of residential care services provided by The Provider and the acceptance of the terms laid out in this agreement by The Service User.

THIS AGREEMENT SUPERSEDES ALL PREVIOUS AGREEMENTS

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

We recognise that providing good care is a co-operative process and we will attempt to consult residents and, where appropriate, their relatives, friends, and representatives as fully as possible. This document should be read and interpreted in the light of these principles.

Residence

Trial Period

Residence in the home for the first four weeks will be on a trial basis. If during or at the

end of the period either the service user or the proprietors regards the arrangements as unlikely to be satisfactory for the long term, residence can be terminated with reasonable notice from either side and the service user will vacate the home at a time agreed.

Permanent Residence

The proprietors and staff of the home will make every effort to provide the service user with a permanent place of residence - including wherever possible through periods of sickness. The proprietors undertake to enlist the support of the National Health Services as necessary to enable the resident to remain in the home in the event of illness, should the resident so wish, and unless the resident's G.P. recommends alternative arrangements. In situations where it is considered that the home is temporarily or permanently unable to provide the service user's medical or nursing needs we will take advice from the appropriate health professionals.

Termination

In the event that either the proprietors think that the home is no longer able to accommodate the service user appropriately - or the service user wishes to leave the home for any reason, either side will normally give four weeks notice of termination of residence. A shorter period of notice will be applicable only in situations involving emergencies. In the case of the death of a resident, A charge will continue to be made until all personal effects of the Resident have been cleared, or two weeks after the date of death whichever is the later.

Fees

The weekly charge shall be _____

payable four weeks in advance by electronic bank transfer (preferred), cheque or cash. Fees for periods of less than a week are calculated at a daily rate of 1/7th of the weekly fee, with part days calculated at the full daily rate. The fees will be paid by:

Fees will include all care and accommodation costs, food and drink, heating and lighting, laundry done on the premises, and any other staff services. Fees do **not** cover the costs of newspapers, periodicals, hairdressing, dry cleaning, chiropody, treatment by dentists or opticians, or the purchase of clothing and personal effects.

RESIDENCE AND PAYMENT OF FEES

1. Upon payment of the weekly charge (see 2) The Provider undertakes to provide food, light, heat, linen, laundry service and all reasonable personal care of the type typically provided by a Residential Care Home for the Elderly.
2. The weekly charge shall be paid four weekly in advance to cover the services in 1. At the commencement of this agreement the relevant fee is £650 per week.
Fees are reviewed twice yearly. If a service user requires additional care, however, it may be necessary to increase the fee. The home will give eight weeks notice of this.
3. The Provider undertakes to maintain a standard of care as required by the CQC (Care Quality Commission - www.cqc.org.uk).
4. This Agreement shall continue in force until terminated by death of the Resident, or either party giving to the other four weeks written notice of termination.
Should the Resident leave the Home without giving the required notice in writing, payment in lieu at the normal weekly rate will be payable. (see 6)
5. If the service user vacates his or her room temporarily, for a holiday, hospital admission or any other reason, a reduction of fees of 20% will be made after one week period. The home undertakes to keep a service user's room empty and secure during a resident's absence.
6. In the event of the death of The Resident, any outstanding fees due shall be chargeable to The Resident's Estate or recoverable from the next of Kin or other representative. A charge will continue to be made until all personal effects of the Resident have been cleared, or two weeks after the date of death whichever is the later.
Conversely, any advance fees shall be refunded from the date after all the personal effects have been cleared or two weeks after the date of death whichever is the later.
7. For the avoidance of doubt, The Provider will give notice under 4 above requiring the Resident to leave the Home under the following circumstances:
 - a. Non-payment of fees
 - b. If, in the opinion of the Provider, they are unable to provide the degree of care and attention required by the Resident
 - c. Any circumstance or behaviour which The Provider feel may be seriously detrimental to the Home or the welfare of the other residents and staff.

8. The first four weeks of any admission shall be regarded as a trial period for the benefit of The Resident and The Proprietor. During this time the contract can be terminated without notice.

MEDICAL AND PERSONAL REQUIREMENTS

9. The Resident shall from his/her own resources provide medical requisites (other than medication by prescription), hairdressing, clothing, and other items of luxury or of a personal nature.

10. The Provider undertakes to order, take charge of and dispense all PRESCRIBED medication. The Resident undertakes to allow the Provider to do so and also undertake not to use any un-prescribed medication without the prior knowledge and approval of the Provider.

11. Where The Resident prefers to self-medicate, it is essential that the proper authorisation and liability waivers are completed and duly signed.

PERSONAL EFFECTS AND PERSONAL MOBILITY

12. The Resident is free to journey out alone. However, the Provider will not be responsible for the safety of the Resident outside of the Home.

13. All electrical items brought by The Resident on admission or during residency shall first be inspected as to their safety by The Provider before any use.

At the discretion of the Provider items of furniture may be brought in by The Resident subject to inspection as to condition and defects liable to render the article unsafe and unfit.

Transportation, insurance and eventual removal of such items shall be The Resident's responsibility or that of their Executors.

MISCELLANEOUS

14. The Provider's insurance policy covers personal effects to a maximum of £500 for each resident. If property of greater value is retained, and in particular jewellery, furniture and paintings etc. these must be covered by The Resident's own insurance.

Although The Proprietor will ensure every care is taken to prevent losses, Residents are asked not to keep excessive sums of cash or valuable items in their rooms.

15. By signing this contract the Resident agrees to the use of any pictures taken of them for the purposes of promotional activity and display around the home.

The Service Users Room and Use of Communal Space

The service user will have exclusive use of the allocated room which will be treated as far as possible as his or her private space. Service users are welcome to bring into their rooms personal items (subject to Health and Safety and Fire Risk Assessments) and any furniture they wish to use which can be safely accommodated in the space. Any items brought in by the resident remain his or her property. Any service user wishing to bring a pet into the home should discuss the matter with the proprietors who will make every effort to meet reasonable requests. Items of significant value should be passed to the owners for safe-keeping. The staff will attempt to provide security for service users' possessions but no responsibility can be accepted for items retained in service users' own rooms. All clothing should be marked with the service user's name. The home will make every effort to prevent damage to clothing.

The service user will also have unrestricted use of the lounges and other communal rooms, bathrooms, patios and gardens.

Care

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

Insurance

The proprietor's general insurance covers clothing and personal effects up to a total of £500.00. Any insurance cover required in excess of these amounts will be the responsibility of the resident. Additionally, the general insurance covers accidental bodily injury up to a limit of £2,000,000.00.

Health and Safety

The management will ensure as far as practical the health, safety and welfare of service users including compliance with relevant legislation and the Department of Health guidance. To comply with fire regulations and for the safety and comfort of service users and staff, smoking is permitted only in designated areas.

Visitors

Visitors are welcome at any time. In the interest of general safety visitors are asked to inform a member of staff if a service user is leaving the premises with them.

Complaints

The Manor House has a complaints policy and procedure which can be seen on request. If circumstances are such that a complaint needs to be lodged, please speak directly to the proprietors in the first instance and all efforts will be made to resolve any difficulties. The home is registered with the Care Quality Commission (CQC) and the appropriate Registration Officer can be contacted at the SouthWest Region (Telephone 03000-616161). Residents may also have access to the Registration Officer during any of his or her visits to *The Manor House*.

The proprietors agree to allocate, and the resident accepts, the use of sleeping accommodation in a single bedroom (Room Number G5) from the

5th day of December, 2018 (date of admission),

subject to the terms and conditions contained herein.

Signed (Proprietor)

Signed (Resident)

Date