

## **RESIDENT CONTRACT AND TERMS & CONDITIONS**

### **1. Introduction**

The aim of management and staff at Offington Park Care Home is to provide a comfortable and relaxed home suited to your individual requirements. We undertake to consult you and your family with any others acting in your interests in all matters to do with your well being.

The home is designed to be your home from which you can run your life and make the most of your abilities. The home will do everything reasonably possible to accommodate and help you to pursue your hobbies and other activities.

### **2. Payment of Fee Account.**

Accounts will be prepared and presented for payment monthly in advance. Payment is due immediately upon receipt of invoice but not later than 7 days of receipt, and by Direct Debit or by BACS transfer. While cheques can be used, we reserve the right to charge a processing fee of £5 per cheque.

### **3. Increase in Charges.**

All charges are the subject of annual review each April. Interim increases may be made if the Resident's level of care required increases significantly. All increases are notified in writing.

If your fees are partly borne by the Local Authority and your charges relate to a top-up arrangement, any increase will be applied to the gross agreed fee and you will be responsible for entire increase unless otherwise agreed.

### **4. Fee Account.**

It is agreed and accepted by both parties that no tenancy will be created by payment of the fee account. The weekly fee for your accommodation and personal care will be agreed with you in writing

This fee includes the following:

- Personal and social care
- All food and beverages
- Personal laundry
- Domestic services
- Special diets within reason
- Occupational and recreational activities

If a 12 week disregard applies, the relevant county council will fund part of the Fee Account for the first 12 weeks. If a client contribution is specified by the relevant county council at this time, this will be payable. In addition, you will be liable for any difference between the weekly fees funded by county council and the specified Fee Account

If at any point the funding situation changes and you become eligible for funding either by a local authority or NHS authority, the Fees must continue to be paid until such time as the relevant body confirms that this funding has been approved. If this funding is approved on a backdated basis, you will either be refunded by the Home or the funding body directly. Please note that any change in funding authority is only valid to the extent it has been formally agreed to by the Home.

**5. Extra Charges.**

These will be itemised and appear separately on the invoice:

- Hairdressing
- Newspapers and periodicals
- Chiropody
- Entertainment outside the Home
- Personnel to accompany Resident to medical appointments outside of the Home
- Private Physiotherapist
- Private Doctor's prescription fees not covered by the NHS
- Private Doctor's, Consultant's and Optician's fees
- Special medical equipment not generally provided by the Home
- This list is not exhaustive

**6. Personal Items**

To personalise their room, Residents are encouraged to bring a personal item of furniture, ornaments, pictures etc. by agreement with the Manager. All items of value, i.e. jewellery etc should not be brought into the Home. Liability for loss or damage for any personal effects is limited to £500 in aggregate per resident.

Personal laundry – the Company accepts no liability for damage to articles of clothing which are not machine washable.

**7. Pets**

Small pets may be admitted at the discretion of the Home but remain the responsibility of the Resident.

**8. Care Staff**

The home employs trained care assistants under the control of a qualified manager. Your views will be sought in order that the level of care you require can be agreed.

**9. Outings**

Visitors are encouraged to take residents out although they must advise the person in charge that they intend to do so. We cannot accept responsibility for the resident during such outings.

**10. Policy**

Offington Park Care Home operates policies designed to comply with all relevant law and best practice. We will provide you with services that respect your privacy, dignity, independence, choice, rights and fulfilment.

**11. Assessment/Care Planning**

Our aim is to plan your care based on an assessment of your needs. The home will adopt procedures to review your own situation regularly.

**12. Termination of Accommodation and Services**

In exceptional circumstances it may become necessary for the Company to give notice to a resident to leave the Nursing Home. This may be done where the Company considers it to be for the overall benefit of the Resident concerned, or other Residents. Further examples are:

- Persistent failure to pay fee accounts on time
- Chronic illness or other incapacitation where the Company feels unable to continue to provide the level of care needed
- Unreasonable or anti-social behaviour that disrupts the smooth operation of the Home and causes distress to fellow Residents.

**13. Death in Residence**

In the event of a death, the property of the Resident will only be released to the legal representative of the Resident. Any debt and possessions will be retained until the legal position is clarified. All property will be removed under the supervision of the duty nurse-in-charge

The accommodation shall be deemed terminated 7 days after the date of death and any outstanding fee account charges are chargeable to the Resident's estate. If the funeral arrangements are to be made by the Home, a reasonable charge will be made.

**14. Notice**

Notice of termination by either party will be given in writing. Normally, one month's notice is required and any change must be by mutual consent.

**15. Holidays**

If a Resident decides to leave the Home for a holiday for a time in excess of one month, a reduction of 5% in the fee account for the period thereafter will accrue to the Resident's benefit.

**16. Hospitalisation**

In the event of a Resident being admitted to hospital for a period in excess of one month, a reduction of 5% in the fee account for the period thereafter will accrue to the Resident's benefit.

**17. Complaints**

In the event of a serious complaint or grievance, the procedure is as follows:

- Discuss your grievance with the duty Nurse-in-charge
- If still dissatisfied, take up the complaint with the Manager
- If still dissatisfied, the complaint will go to the Director
- If the problem remains unresolved, contact:-  
Care Quality Commission South East Region  
Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA  
General Enquiries: Telephone 03000 616161 Fax 03000 616172

Social Care email: [enquiries.southeast@cqc.org.uk](mailto:enquiries.southeast@cqc.org.uk)

**18. Visits**

There are no restrictions on visiting hours. Relatives and close friends may join the Resident for lunch by prior agreement with the Manager.

**19. Confidentiality.**

All personal records relating to you, which are kept by the home, will be kept strictly private and confidential. You are entitled to see such records should you wish to do so.

**20. Professional Advice**

Should the Resident request a visit from a personal financial advisor, medical or other advisor then the Company accepts no liability for any professional advice so given.

**21. Late payment of fees**

Unless agreed by the Home in writing, fees are due immediately upon receipt of invoice. Any fees unpaid after 45 days from the date the invoice is raised will accrue penalty charges of £5 per day. After 60 days, the penalty charge increases to £10 per day.

**22. Law**

This agreement shall be governed only by English Law and shall be subject to the exclusive jurisdiction of the English Courts.