


RESIDENTS' CONTRACT

VERSION No	4	
REVIEWED BY	Mariana Philipova	
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Staff may assume that these 'Terms and Condition of Admission' have nothing to do with them. The residents' contract however, is essential part of how we conduct our business and provide service and hence, staff must be aware of these conditions.






TERMS OF BUSINESS AND CONDITIONS OF ADMISSION










SERVICE USER NAME IN FULL				J
DATE OF ADMISSION				
DATE OF BIRTH		ROOM No		
FEES (per week)	Local Authority Funding		£	
	Funded Nursing Contribution (FNC) <i>(paid by NHS directly to the home and may vary)</i>		£	
	Client Contribution		£	
	Third Party Contribution / Top - up		£	
Incontinence pads <i>(please tick as appropriate)</i>	Yes, I would like the home to purchase the incontinence pads and send an invoice for the amount of £8.60 (per week)			
	No, I will be supplying the incontinence pads <i>(The person signing this contact becomes the person responsible for the supply of incontinence pads)</i>			
DURATION OF SERVICE	Long Term Care		YES	
	Respite Care	YES	FOR	Weeks

PART 1

Definitions:

In this Contract:

-  **'The Home'** means Bendigo Nursing Home including staff working at the home and any regulated activities they may undertake, and the registered manager as its representative and responsible individual
-  **'The Company'** means Kindcare (UK) Limited, trading as Bendigo Nursing Home
-  **'Service User'** means the Service user / Resident / Client residing at the home
-  **'Service User Representative'** means the person who has the legal authority to be involved in the care, treatment and support of the service user. That person may be also Next of Kin (NOK), person who has Power of Attorney (POA), Lasting Power of Attorney (LPA) and more specifically is appointed to make decisions related to healthcare and welfare especially in cases where the service user lacks capacity. POA or LPA may have authority to make decisions related to financial matters as well. If the service user lacks capacity and does not have a representative, then
-  **'IMCA'** is an Independent Mental Capacity Advocate who is appointed to make decisions on behalf and in the 'best interest' of the service user.

-  **'Local Authority Funding'** means that some of the cost / expenditure towards the Service User's accommodation, care, treatment and support are paid by the Local Authority. The amount paid by the Local Authority is dependent upon individual financial circumstances and it is determined / assessed by the Local Authorities / Social Services depending on the Service User's savings, state and /or private pension income and / or assets.
-  **'Funded Nursing Contribution' (FNC)** means the contribution paid for the nursing care provided by the home and is paid by the NHS and is dependent on the level of nursing care required. The contribution is paid directly to the nursing home and is in addition to the Local Authorities / Social Services and / or Service User's Contribution. In the event of increase in the nursing care, the fee will increase by the increase of the Funded Nursing Contribution
-  **'Client Contribution'** means the payment made by the Service User or the Service User's Representative towards the cost / expenditure for the Service User's accommodation, care, treatment and support. Client Contribution may cover the cost in full or in part. When the Service User is unable to pay the cost in full then the Local Authority may provide funding whereby the Client Contribution will be payment in part towards the cost. The amount of the Client Contribution will be determined / assessed by the Local Authority and is dependent upon the individual's savings, state and / or private pension income.
-  **'Third Party Contribution' / Top - up** means the supplementary payment towards the cost / expenditure for the Service User's accommodation, care, treatment and support. Third Party Contribution is in addition to any Local Authority Funding, Client Contribution and Nursing Contribution. The Third-Party Contribution may be paid independently to the home by the Service User or Third Party such as family member, appointed solicitor, charity or trust. Third Party Contribution may be paid also on the sale of an asset. Often family members would like to ensure that their loved ones will receive excellent care, treatment and support and hence pay an additional amount of money to secure a place in an excellent home.
-  **'Third Party'** means family member, appointed solicitor, charity, trust, etc. This list is not exhaustive.
-  **'Long Term Care'** means that a service user has entered into a contract to reside at the home and receive treatment, personal and social care for a period of time longer than 28 days, for example in the foreseeable future or for the duration of his or her natural life (see also Part 2, Point 2, Notice and Notice Period), unless
-  **'Respite Care'** means that a service user is residing in the home and receiving treatment, personal and social care for predetermined period of time. That predetermine period of time may be extended or changed to long term care, subject to mutual agreement and availability. (Notice period does not apply in this case)
-  **'Notice'** means the intent to terminate the provision of services by the home, or the receipt of services by the service user. The "Notice" may be initially verbal and later confirmed in writing. The home will always ensure that the service user is provided with a written notice. The home requires the service user to do the same, provide the home with a written notice.
-  **'Notice Period'** is 28 days (four weeks) from the date on the written notice. If both parties agree that date may be the same and / or backdated to the date of the verbal notice.

PART 2





1. Terms

The acceptance of a person to stay in this home involves a special relationship of intimate care, you are assured that we do our utmost to care for our service users with dignity and respect in all circumstances. However, to do so we have to maintain extensive regulated activities and the premises at a substantial financial cost and therefore, we have to define the relationship in business terms.

All contracts whether verbal or written are entered into by the home, subject to the following conditions of admission which have been devised for our mutual benefit.




- a) Service Users will be required, before taking up residence, to provide information and / or consent to the home obtaining relevant information from other service providers including general practitioner and / or hospital consultant on the state of their health

together with any treatment required to enable the home to assess if the home will be able to meet the needs of a prospective service user.

- b) Fees at date of admission are as stated and agreed in the table above and are due for payment at date of invoice (normally charged on a four-weekly basis in advance unless otherwise specifically agreed). We reserve the right to charge interest at the rate of 4% above the prevailing minimum lending rate for the time being in force, on any sums still outstanding 30 days after the date of invoicing.
- i. Unless otherwise stated include accommodation, full board, laundering of personal items and general care. Registration with general practitioner if required can be private in which case the supply of drugs and medications will also be private and the appropriate charge will be made. Service users treated under NHS will receive medical attention, drugs and medications as available under the NHS.
 - ii. Other services and personal requirements such as medical requisites (other than medication by prescription / home remedies), transport (i.e. taxi) and escort to outside appointments, activity outings, hairdresser, chiropody, newspapers, clothing, toiletries and any other items of a luxury nature can be arranged on request, and will be charged as extras on the service user's account.
 - iii. The cost of medicines, screening and diagnostic procedures and treatment not available on the NHS must be borne by the service user.
 - iv. The home has available furniture, equipment and other clinical and specialist equipment and items to meet the needs of the service user, however, should a service user and / or their family and representatives require equipment and other items not essential to meeting the needs of the service user, then the service user may provide the required item or bear the cost of it, as practicable.
 - v. Funded Nursing Contribution is paid by the NHS may dependent on the level of nursing care required. The contribution is paid directly to the nursing home and is in addition to the Local Authorities / Social Services and / or Service User Contribution. In the event of increase in the nursing care, the fee will increase by the increase in the funded nursing contribution.
 - vi. Fees will be reviewed from time to time as determined by the Company. Such reviews will normally take place in the following circumstances:
 -  Any necessary increase in the level of social care and services required over and above those already stated.
 -  Any requested additional care and service over and above those already stated.
 -  As a result of any statutory provisions coming into effect after the date hereof.
 -  Annual increase effective from 1st April of each year.
 - vii. Residence in the Home does not constitute a tenancy within the meaning of the Rents Acts. We, therefore, reserve the right to terminate the licence to occupy a bed or room in the Home, on formal written notice of four weeks, 28 days. Service Users may also terminate residency if they wish to and notice in writing must be given by the same length of time, unless the service user's stay is for a predetermined period (i.e. respite care).
 - viii. Any part of the day of arrival or departure constitutes one full day's residence unless the service user is funded by local authority.
 - ix. In the event that the service user vacates the room for whatever reason, we reserve the right to make a charge consisting of the full fee, less 10% until all possessions have been removed.
 - x. Where a service user leaves without a full four weeks-notice fee less 10% will be charged.

- x. In the case of temporary absence of one week or less, the agreed fee will be payable for retention of the room. If the absence is longer than one week, then the fee will be subject to a reduction of 10% per week, for the period of absence.
- xii. Precautions and security measures are taken, however service users are asked not to keep excessive sums of cash and / or credit / debit cards, or valuable items in their rooms. A detailed list of such items must be handed in on admission and up-dated as appropriate, thereafter. Valuables can be locked away for safe-keeping when not in use, upon request of the person in charge. No responsibility can be taken for items not handed in for safe-keeping. No responsibility can be taken for personal possessions not clearly and permanently named.
- xiii. In most instances service users will not need to have any money such as cash, debit / credit cards, cheque books, etc. in their possession. The home can cover / pay for any additional expenditure and invoice the service user within 30 days. However, should a service user wish to keep some form of money whether in cash or card, the service users are asked to inform the home on admission or as soon as practicable, and are advised that any money or valuables are kept in the in the office bolted safe. That will enable the home to make a record and if necessary take photographs (e.g. of jewels). Service Users are enabled to have access to their money and valuables any time they wish or need to, whereby detailed records are kept.
- xiv. Door locks and lockable cabinets are provided as practicable depending on individual's capabilities such as mobility, mental capacity, etc.
- xv. Service users and / or their appointed LPAs (Lasting Power of Attorney) are advised to pay fees by setting up a Standing Order and expenses by cheque. The home discourages payment of large amount by cash.
- xvi. Should the Service User need incontinence pads in addition to the incontinence pads provided by the NHS (3 pads for 24 hours), the following two options are available, whereby the client or his, or her representative must inform the person in charge of the option chosen:
 - a. The home will purchase the required incontinence pads and invoice in arrears the client in the amount of £8.60 per week, without supplying a receipt for the purchase which will be a wholesale purchase, or
 - b. The nurse in charge will inform the client and / or his, or her representative of the specifications of the required incontinence pads (such as size, absorption, etc.), and quantity needed for a period of 28 days which will be supplied, purchased and brought in, by the resident's representative. The representative must ensure regular supply without interruption or alternatively, the client will be invoiced the sum of £8.60 per week for the provision of incontinence pads provided by the home.
- c) Any drugs, medication or other medical preparations and /or prescription(s) must be notified to the home on admission for safety reasons. Relatives and visitors are asked not to bring in medication or foods without consulting the Person in Charge.
- d) Service users are asked to discuss smoking arrangements and alcoholic drinks requirements prior or on admission and are advised that their personal stocks of these items may need to be held by the Person in Charge who will make them available upon request. In general, service users who smoke may do so only in their own room and in the grounds of the home such as the garden and must observe the Home's Fire Regulations in this respect. Where the person in Charge deems it necessary smoking will only be allowed under supervision in designated areas. For more details, refer to the home's 'Statement of Purpose'
- e) Furniture, as reasonable and practicable, is allowed to be brought in by the service user at the time or just prior to admission. This, however, must be by prior arrangement with the Home subject to inspection as to its condition and defects liable to render the article










unsuitable or unfit or fire hazard or risks related to infection control as well as subject to risk assessment (i.e. trip hazard, clutter). Service users are encouraged to bring smaller personal items such as photographs, pictures, etc. to enable them to personalise their rooms. Transportation, insurance and eventual removal of such items shall be the service user's responsibility and cost or that of his or her executor.

- f) Service users are free to journey out alone at the discretion of the person in charge and as practicable depending on individual physical and mental capabilities. The home cannot be held responsible in any way for the safety of service users once outside the home.
- g) All clothing must be clearly marked with the service user's name or other distinguishing mark, as required by the home.
- h) Our existing Insurance Policies cover personal effects up to a maximum of £1000 per service user with an excess of £150 per service user. If property of greater value is retained, furs, jewellery, etc. these must be covered by the service user's own insurance.
- i) Notwithstanding any act, neglect or default of the home whether or not caused by negligence: The Home shall not in any circumstances be liable for any claim or loss or damage or deterioration in property caused or contributed to by: *strikes, lockouts, fire, civil unrest, riot, usurped power or acts of the Queen's enemies, terrorist attack, wanton destruction, floods, burst pipes water or dampness or impact.*
- j) Theft or,
- k) Damage by pests vermin or other animals or any act of neglect or default of the home or their servants or agents, whether or not acting in cause of their employment. Under no circumstances shall the home be liable for consequential loss.
- l) The home is 'pet friendly' and we have had a number of service users who have been able to 'move in' with their pet. However, that is decided on an individual case basis, prior to admission at the discretion of the manager or the deputy manager. In any event, the owner, service user, bears the responsibility and must provide for food, veterinary examinations, walks, hygiene, etc. of their own pet. The home may be able to organise some essential for the pet activities at an additional cost for which the service user will be invoiced for.
- m) Fire Precaution: Whilst there are no restrictions to visiting hours within the home all visitors must notify a member of the staff of their arrival and departure and must comply with the law by signing the visitors' book stating the date and time of both their arrival and departure.
- n) The home reserves the right to pass on any additional cost incurred in providing additional care beyond that normally provided by the home.
- o) *Whilst the staff at the home are committed to providing excellent care to our service users while they reside at the home, it should be noted that regrettably it is a company policy that staff and / or management do not attend funeral service following the death of a service user.*
- p) Suggestions, concerns and complaints, if any, should be addressed in the first instance to the nurse in charge and to the Manager or Deputy Manager following the procedures described in the attached Complaints Policy.
- q) Management cannot accept responsibility for service users' personal finances but we are always willing to discuss and advice when requested.
- r) Service users are asked to provide the home with copies of:
 -  Lasting Power of Attorney
 -  Preferred Priorities for Care
 -  Advanced Decision to Refuse Treatment

Prior Funeral Arrangements

- s) Where a Service user is funded by Social Services, the Social Services Contract will supersede the Home's Contract, where this is any ambiguity.
- t) Where a private Service user is later funded by a Local Authority, and agreed by the Manager, the Local Authority Contract will come into effect four weeks after the notice date. Such change in funding may be a subject to Third Party Contribution ***In no circumstances Local Authority Contract is backdated, specifically in respect of fees.***

2. Notice and Notice Period

- a) Kindcare (UK) Limited trading as Bendigo Nursing Home is a private company and as such reserves the right to refuse or terminate provision of service including but not exclusively in the following circumstances:
 -  If fees and expenses are not paid for a period of four weeks after the date of invoice.
 -  If and when the service user's needs change and the home cannot meet those any longer
 -  If the home cannot meet the needs of service user's family, friends and / or representatives in circumstances where for example:
 -  When there are systematically unrealistic demands; and / or
 -  Where the demands are against the wishes and / or not in the best interest of the service user and may cause distress to a service user; and /or
 -  ***Where family members are giving conflicting instructions or where there are family disputes. The home will communicate, relate and co – ordinate information concerning health, personal and social care only with the service user's representative such as Next of Kin, Person who has Lasting Power of Attorney with authority to make decisions related to health; IMCA. The role of the staff at the home is not to resolve family disputes; and / or***
 -  When there is systematically inappropriate behaviour during visits such as being under the influence of alcohol; inappropriate talk / comments when addressing the staff (i.e. sexual); verbal and or other form of abuse aimed at the staff; and / or
 -  When staff is systematically treated inappropriately and in breach of the home's equality policy and procedure by service user and / or his or her family, friends and / or representatives; and / or
 -  When the wishes of the service user and their representative are consistently in conflict, for example if the service user wishes to spend more time in the communal lounge with the other residents and the NOK insists that the service user should spend their time in their own room; or if the service user wishes to have a glass of sherry or wine with their lunch or supper (provided it is not jeopardising a treatment), and their representative maintains that that the service user should not have any alcohol. ***In this home, the wishes of the service user are always respected and his or her wishes are always considered first before the wishes of any other person involved.***
- b) Except for service users that are residing in the home on 'respite basis' and their care is not funded by local authority:
 - i. The first 28 (four weeks) are trial period and the service user may leave the home at any time or the home may ask the service user to leave the home in which case the home will co – ordinate with other service providers such as social services, to ensure that the person who needs care, treatment and support receives that wherever they may reside next.
 - ii. The 'Notice Period is 28 days (four weeks), for both parties: the home and the service user
- c) In cases where service users have their care, treatment and support funded by local authorities and those local authorities have sub – contracted the service user's care, treatment and support to the home and the home have entered in contract with those local authorities,

then the home will give the 'Notice' to the local authorities and not to the service user. Most local authorities have the 'Notice Period' specified in their contracts the same as the home, 28 days (four weeks).

PART 3

1. These Terms of Business and Contract must be signed by both parties, by the home (and more specifically the Registered Manager of the Home), and the Service User. The terms and conditions should be read in full before signing. Failure to do so does not excuse the service user from compliance with the terms and conditions.
2. Where the service user lacks capacity, more specifically to read and understand these terms, then these terms and conditions should be signed by the service user's representative. In consideration of the home's agreement to admit the above named Service User on the Terms and Conditions detailed above, the service user's representative agrees as follows:
 - a) To indemnify the Home in respect of any failure to pay the fees due, not - withstanding that I shall not have notice of any neglect or omission by the service user to pay the fees and not withstanding any forbearance of the Home's part to recover any fees due from the service user.
 - b) To indemnify the Home in respect of any breach by the service user of any of the other terms and conditions contained and to guarantee the performance thereof, not - withstanding any forbearance on the Home's part to recover any loss that may be sustained.
 - c) In order to give the effect to this indemnity and guarantee I declare that the Home shall be at liberty to act as though I were the principal debtor and I waive all or any of my rights as surety which may at any time be consistent with any of these.
 - d) This indemnity and guarantee shall be a containing indemnity and guarantee to the Home for all sums due from the service user and shall only be capable of determination by me when all fees or sums due from the service user or myself under the terms and conditions herein contained have been discharged in full. Until that time the terms of this indemnity and guarantee shall not be determinable and shall in the event of the death of me/either of us* be binding upon our personal representatives.