


| RESIDENTS' TERMS OF BUSINESS AND CONDITIONS OF ADMISSION |                         |   |
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| <b>VERSION No</b>  | 4                       |  |
| <b>REVIEWED BY</b>                                       | Registered Manager (MP) |   |
| <b>NUMBER OF PAGES</b>                                   | 15                      |   |

*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

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| <b>PART 1</b>  | <b>Fees Agreed</b>               |  |  |  |            | <b>J</b>     |  |
|  | <b>SERVICE USER NAME IN FULL</b> |  |  |  |            |              |  |
|  | <b>DATE OF ADMISSION</b>         |  |  |  |            |              |  |
|  | <b>DATE OF BIRTH</b>             |  | <b>ROOM No</b>   |  |            |              |  |
|  | <b>FEES</b><br><i>(per week)</i> |  | <b>Local Authority Funding</b>   |  | <b>£</b>   |              |  |
|  |                                  |  | <b>Funded Nursing Contribution (FNC)</b><br><i>(paid by NHS directly to the home and may</i>                           |  | <b>£</b>   |              |  |
|  |                                  |  | <b>Client Contribution</b>   |  | <b>£</b>   |              |  |
|  |                                  |  | <b>Third Party Contribution / Top - up</b>   |  | <b>£</b>   |              |  |
|  | <b>STANDING CHARGES</b>          |  | <b>Incontinence pads</b><br><i>(please tick as appropriate)</i>  |  |            |              |  |
|  |                                  |  | <b>Yes, I would like the home to purchase incontinence pads and send an invoice for the amount of £8.60 (per week)</b> |  |            |              |  |
| <b>No, I will be supplying the incontinence pads (The person signing this contract becomes the person responsible for the supply of incontinence pads)</b>   |                                  |  |  |  |            |              |  |
| <b>Essential Cosmetic Accessories</b><br><i>(please tick as appropriate)</i><br><i>such as body lotion for dry skin, deodorant, tissues, toothpaste and toothbrush or denture cleaner (such as Steradent) and denture adhesive (such as Fixodent), razors (where female residents also require removal of facial hair), shaving foam, shampoo and shower gel</i> |                                  | <b>Yes, I would like the home to purchase cosmetic accessories and send an invoice for the amount of £7.75 (four- weekly)</b>            |  |  |            |              |  |
|  |                                  | <b>No, I will be supplying the cosmetic accessories (The person signing this contract becomes the person responsible for the supply)</b> |  |  |            |              |  |
| <b>DURATION OF SERVICE</b>   |                                  | <b>Long Term Care</b>  |  |  | <b>YES</b> |              |  |
|  |                                  | <b>Respite Care</b>  | <b>YES</b>   |  | <b>FOR</b> | <b>Weeks</b> |  |

*Residents and their representatives may find detailed information on the home's Privacy Notice, policies and procedures, these Terms of Business, Consumer Rights and other relevant information such as visiting hours, pets, bringing food into the home, etc. in the 'Residents' Handbook' available in all residents' rooms and our website: [www.bendigonursinghome.co.uk](http://www.bendigonursinghome.co.uk)*

*Should you require a different format of these Terms of Business and Contract of Admission such as larger print please ask our administrative assistant.*

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| <b>PART 2</b> | <b>Definitions:</b>                                     |  |
|               | In these Terms of Business and Conditions of Admission: |  |
|               | 1. <b>'Home'</b>  | <i>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</i>                             |
|               | 2. <b>'Company'</b>                                     | <i>means Kindcare (UK) Limited, trading as Bendigo Nursing Home</i>  |
|               | 3. <b>'Service'</b>                                     | <i>is the provision of personal, social and nursing care, treatment and support, co-ordination with other necessary service providers, performed with reasonable care and skill, 24 hours, 7 days a week, 365 days a year.</i> |

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|               |   | <i>The home does not normally provide 'One – to – One Care'. Service is provided in compliance with sector specific and other relevant regulations, guidance and best practice. The home also ensures that that residents are treated with dignity and respect, receive suitable nutrition, are safeguarded from abuse and receive care in an environment which is clean and safe, premises and any equipment used are suitable and safe and, where applicable, available. The high quality of service is monitored by the sector regular, the Care Quality Commission (CQC) and the home's most recent inspection report is published on the CQC's and the home's websites.</i>   |
| <b>PART 2</b> | <b>4. 'One – to – One care'</b>                               | <i>is when a member of staff is continuously with a resident during the day or night or both. This may be necessary for example when a resident is wandering and is at very risk of falls, or wanders in other residents' rooms, or becomes depressed and tearful when left alone. Although staff spend a lot of time with the residents and check on them frequently, staff does not stay with individual residents all the time. 'One – to – One Care' in some cases may be necessary and in others may be requested by the resident or representative. 'One – to – One Care' can be arrange at an additional cost, based on the rate of pay per hour of the staff.</i>  |
|               | <b>5. 'Service User'</b>                                      | <i>means the Service user / Resident / Client residing at the home</i>   |
|               | <b>6. 'Service User's Representative'</b>                     | <i>means the person who has the legal authority / legally appointed 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</i>  |
|               | <b>7. 'IMCA'</b>  | <i>is an Independent Mental Capacity Advocate who is appointed to make decisions on behalf and in the 'best interest' of the service user when the resident lacks capacity.</i>  |
|               | <b>8. 'Local Authority Funding'</b>                           | <i>means that some of the cost / expenditure towards the Service User's accommodation, care, treatment and support are paid by the Local Authority often represented by Adult Social Care. The amount paid by Local Authority is dependent upon individual financial circumstances and it is determined / assessed by the Local Authorities / Adult Social Services depending on the Service User's savings, state and /or private pension income and / or assets.</i>   |
|               | <b>9. 'Funded Nursing Contribution' (FNC)</b>                 | <i>means the contribution paid for nursing care provided by the home and is paid by the NHS. The contribution is paid directly to the nursing home, the resident does not receive any money directly and is in addition to the Service User's Contribution to support the provision of registered nursing care to eligible residents. The FNC is not included in the Client Contribution. In the event of increase in FNC, the fee will increase by the increase in the Funded Nursing Contribution, whilst the actual client contribution remains the same. The client contribution therefore, does not decrease by the amount of increase in FNC. In the event of the resident being admitted to a hospital, the FNC is put on hold for the duration of hospitalisation.</i> |
|               | <b>10. Self – Funded and Local Authority Funded residents</b> | <i>Except for / not including FNC, residents are:</i><br>a) <i>Self – Funded when they pay the full cost / the full fee for the care, tratement, support, accommodation, equipment required, food, laundy, etc. provided by the home</i><br>b) <i>Local Authority funded when they pay only part of the fee for the service provided and part is paid by the Local Authority. How much / the amount of money the resident pay is determined by the Local Authority based on individual financial circumstances.</i>  |





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|                      |  | <p><i>The home does not make a financial assessment of self – funded residents and asks as a condition of admission for a confirmation that the resident can continue to pay fees for a minimum period (e.g. two years), however, a full disclose is required as to how the resident intends to self - fund their care, such as if funds are immediately available or if funds will be available after a sale of an asset (i.e.</i></p>   |
|                      | <p><b>10. Self – Funded and Local Authority Funded residents (cont.)</b></p> | <p><i>property) in which case the resident or their representative should contact Adult Social Care on 01323 747 333 to arrange a loan from the Local Authorities (so called ‘12 weeks disregard’), to fund the resident’s care untill the sale is completed.</i></p> <p><i>c) In case where the resident lacks capacity their representative must disclose if they or anybody else (such as solicitor), have a Lasting Power of Attorney (LPA) and provide a copy of the LPA to enable the home to identify who is responsible for the payment of fees and involvement in the care of the resident.</i></p> <p><i>d) Should the resident lacks capacity and there is no Lawfully appointed person who has LPA, then it is unlikely that the home would offer placement to the resident as the process of obtaining LPA through the Court of Protection is very lengthy and may take anything between 6 months to a year.</i></p>   |
| <p><b>PART 2</b></p> | <p><b>11. Specilised Equipment</b></p>                                       | <p><i>is the usual equipment necessary to meet the needs of the residents such as hoist, electric profiling bed, pressure relief mattress, etc. the home has such equipment which is regularly serviced amd maintained as per current relevant regulations. However, in some unusual cases additional or different equipment may be necessary, such as bariatric bed and pressure relief mattress the options will be discussed with the prospective or current resident or representative and where the resident is self – funded the cost may be borne by the resident. Similarly, in cases where the resident request to have a double electric profiling bed instead of a single one. Where the resident is funded by the Local Authority, then then the Local Authority may provide the necessary equipment on loan at no additional cost.</i></p>   |
|                      | <p><b>12. Standing Charges</b></p>   | <p><i>Standing Charges means the four-weekly charges for incontinence pads (which are agreed in advance, refer to page one of this TOB) as well as for essential cosmetic accessories used for the residents such as body lotion for dry skin, deodorant, tissues, toothpaste and toothbrush or denture cleaner (such as Steradent) and denture adhesive (such as Fixodent), razors (where female residents also require removal of facial hair), shaving foam, shampoo and shower gel. The cost for the above essential cosmetic accesories is £8.75, however for the avoidance of overcharging the home will charge for cosmetics a standard charge of £7.75 every four weeks. All cosmetic accessories are purchased by bulk and thus we are unable to provide individual receipts.</i></p> <p><i>Incontinence pads also known as inco-pads are essential for the residents’ physical and mental well-being, such as preventing pressure wounds, feel confident when dry and clean. Currently inco-pads have been provided free on the NHS. The home has to complete numerous pages of records to enable the community incontinence team to assess and identify the size and number of pads (maximum of 3 for 24 hours). However, over the years the number of pads for 24 hours has been reduced again and again, currently 3 for 24 hours. Service providers have been told by the NHS that is sufficient, when in reality at least 5 often up to 8 in 24 hours are needed,. Hence the home has alternative arrangements for the provision of sufficient number of inco-pads.</i></p> <p><i>The cost of inco-pads and cosmetic accessories will increase over time (especially that inco-pads are imported from France), and thus the standing charge we invoice you for. We will inform you of that in advance.</i></p> |

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|                      | <p><b>13. 'Client Contribution'</b></p>         | <p><i>means the fees paid by the Service User or the Service User's Lawfully Authorised Representative towards the cost / expenditure for the Service User's accommodation, care, treatment and support. The Client contribution is an agreed amount per week. 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. Should that be the case, the resident or their representative are advised to:</i></p> <ul style="list-style-type: none"> <li><i>a) Contact the Local Authorities Adult Social Care on 01323 747 333 to request a financial assessment and eligibility for funding as early as possible, due to the process being lengthy and may take a few months.</i></li> <li><i>b) Inform the manager of this home as early as possible and at least one month prior to savings running out and keep the home informed on the progress of the financial assessment and eligibility</i></li> </ul>  |
| <p><b>PART 2</b></p> | <p><b>13. 'Client Contribution' (cont.)</b></p> | <ul style="list-style-type: none"> <li><i>c) Discuss with the manager the possibility of the resident to remain in the home even if there will be a decrease in fees as a result of his or her care and support being funded by Local Authority. In most instances the resident may remain in the home, however, it is likely that the resident will be moved to a different, possibly smaller room. The care, treatment and support will remain the same, high standard of service as prior to the move and all needs of the resident will be met as required.</i></li> <li><i>d) The resident or their representative must continue to pay the client contribution agreed as before until Local Authorities have completed their assessment and eligibility process and inform of their decision.</i></li> </ul>  |
| <p><b>PART 2</b></p> | <p><b>14. Expenses</b></p>                      | <p><i>means any additional cost paid by the home for things such as newspapers, hairdresser, chiropodist, transport for example taxi for outpatient appointment to hospital or surgery, escort by staff, purchase of clothing, 'home remedies', outing to for example theatre, pub, (the list is not exhaustive). Any additional costs are made with the prior verbal or written request or consent of the resident or their representative. Receipts are kept and available for inspection. Those additional costs are invoiced by an accounts company in areas and given / posted / e-mailed to residents or their representatives. The expenses are invoiced at a cost and no additional charges are added. Residents who are funded by Local Authority have their finances assessed and their client contribution determined so that they have available money to pay for additional expenses. Expenses may be paid by a cheque, after an invoice has been provided. We discourage cash payments. Residents do not need to have any money as the home in most instances will pay for additional expenses and the residents will be invoiced for those later. However, should the resident wish to have cash, cheque book, credit card, etc., all residents' rooms in the home are equipped with a bolted to the wall secure safe.</i></p> |

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|                      | <p><b>15. Invoices</b></p>   | <p>means the bill for the agreed client contribution and a bill for any additional expenses. Invoices are calculated on a <b>FOUR weekly basis</b> and are provided to the resident or their representative for payment in advance (similar to rent). <b>Therefore, there are 13 invoices per year (52 weeks per year / (divided) by 4 weeks invoice period = 13 invoices) and not 12 (as 12 months per year).</b> Each invoice provides information on the invoice period, amount of client contribution, Local Authority funding, FNC (if any), any discount given to the resident and payment method. The home does not have a Direct Debit payment method and we discourage cash payments and payments with cheques for large amounts such as over £1,000. A Standing Order will be prepared by the accounts company and the resident or their representative will just have to sign it and take it to their bank where the bank will make regular payment to the home towards the fees. The Standing Order can be cancelled by the resident or authorised person at any time. Any overpayments in fees are refunded by the company such in the case of death. Invoices must be paid within 7 days from the date of invoice.</p> |
|                      | <p><b>16. 'Third Party'</b></p>  | <p>means a family member, appointed solicitor, charity, trust, etc. This list is not exhaustive.</p>   |
| <p><b>PART 2</b></p> | <p><b>17. 'Third Party Contribution' / Top - up</b></p>                          | <p>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 with the involvement of the Local Authority. The Third-Party Contribution may be paid independently to the home by Third Party such as family member, appointed solicitor, charity or trust and in some instances the Service User. 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.</p>  |
|                      | <p><b>18. Loss or damage to the home's property by resident or a visitor</b></p> | <p>It has happened in the past that a visitor had removed from resident's room an item belonging to the home. In that instance the visitor will be asked to return the item and if that is not possible, then to pay the cost of the item. Any damage (other than a normal wear and tear) to a property of the home will be charged at a cost to replace the item. For example: persistent twisting and damaging of a call bell cable, persistent picking on the fabric or leather of the armchair, or damages inflicted by pets and children, who must be supervised by an adult at all times, etc.</p>   |
|                      | <p><b>19. 'Long Term Care'</b></p>   | <p>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</p>   |
|                      | <p><b>20. 'Respite Care'</b></p>   | <p>means that a service user is residing in the home and receiving treatment, personal 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)</p>  |
|                      | <p><b>21. 'Notice'</b></p>   | <p>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.</p>   |
|                      | <p><b>22. 'Notice Period'</b></p>  | <p>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.</p>   |

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|        | 23. <i>Resident's belongings</i>  | <p><i>Residents belongings are all and not exclusively, items such as clothing, footwear (which must be clearly and permanently named), small furniture, ornamental items, pictures and photos, equipment such as smart phones, laptops, wheelchairs, zimmer frames, etc. All rooms in the home are furnished with electric profiling bed, wardrobe, chest of draws, bedside cabinet, armchair and other necessary furnishings and equipment. Furniture and equipment provided are compliant with various regulation such as Fire Safety, Infection Prevention and Control, electrical safety, etc. and are regularly checked and if required serviced. The home encourages residents to personalise their rooms with their own belongings, however, any bigger items such as armchairs and furniture must be agreed by the manager or deputy manager and the facilities manager in advance as:</i></p> <ul style="list-style-type: none"> <li><i>a) Too many items of furniture may cause difficulty with assistance such hoisting; or</i></li> <li><i>b) Be a trip hazard</i></li> </ul> |
| PART 2 | 23. <i>Resident's belongings (cont.)</i>  | <ul style="list-style-type: none"> <li><i>c) Be a fire hazard where for example an armchair is very old and the fabric is not fire resistant as per current standards</i></li> <li><i>d) Is in a state that cannot be cleaned and may jeopardise infection prevention and control</i></li> <li><i>e) Electrical items that when checked are considered to be a fire hazard will not be allowed in the home</i></li> </ul> <p><i>On admission resident's belongings are listed in their care plan as well as photographed, especially items such as jewels, therefore, resident's representative must inform the nurse in charge when new items are brought in or any taken away.</i></p>   |
|        | 24. <i>'Homely Remedies' / Over the Counter (OTC) Medicines</i>   | <p><i>are medicines that can be bought 'over the counter' without doctor's prescription on the NHS, such as Paracetamol, Nurofen, cough medicines, Senokot, etc., often cheaper than NHS prescription. Until recently 'home remedies' were prescribed for older people by GPs on the NHS, however, as from 2018, changes have been made by the government that 'home remedies' are no longer prescribed by doctors on the NHS and the cost must be borne by the people who need them. In cases where a doctor prescribes 'home remedies' on the NHS, then there will be no additional charge to the resident.</i></p>  |
| PART 3 | <b>The Terms of Business (TOB) and Conditions:</b>  |  |
|        | <p>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 ensure compliance with extensive regulated activities, premises and staff at a substantial financial cost and therefore, we have to define the relationship in business terms.</p> <p>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.</p> |  |
|        | 1. <i>Fees and Charges</i>  | <ul style="list-style-type: none"> <li>a) Service Users will be required during the pre-admission process, to provide information 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 and the level of care, treatment and support required, which will also enable the home to determine the fee. Residents and their representatives are additionally provided with our Privacy Notice together with these TOB.</li> <li>b) Fees at date of admission are as stated and agreed in Part 1 of these Terms and are due for payment within 7 days of the date of invoice.</li> <li>c) Unless otherwise stated and as defined in Part 1 point 3, the service includes 24 hours, 7 days a week, 365 days a year personal, social and</li> </ul>  |




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|               |                                    | <p>nursing care, treatment and support performed with reasonable care and skill, co-ordination with other necessary service providers, as well as safe accommodation, full board and laundering of personal items. Registration with general practitioner for Service users treated under NHS will receive medical attention, drugs and medications as available under the NHS. The service and respectively the fee does not include ‘one – to – one care’.</p>   |
|               |                                    | <p>d) Other services and personal requirements such as medical requisites (other than medication by prescription), ‘homely 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.</p>   |
|               |                                    | <p>e) The cost of medicines, screening and diagnostic procedures and treatment not available on the NHS must be borne by the service user.</p>   |
| <b>PART 3</b> | <b>1. Fees and Charges (cont.)</b> | <p>f) 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 resident or representative must inform the person in charge of the option chosen:</p> <ol style="list-style-type: none"> <li>i. The home will purchase the required incontinence pads and invoice in arrears the client for the amount of £8.60 per week, without supplying a receipt for the purchase which will be a wholesale purchase, or</li> <li>ii. The nurse in charge will inform resident or 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.</li> </ol> |
|               |                                    | <p>g) Four-weekly standing charges for essential cosmetic accessories used for the residents such as body lotion for dry skin, deodorant, tissues, toothpaste and toothbrush or denture cleaner (such as Steradent) and denture adhesive (such as Fixodent), razors (where female residents also require removal of facial hair), shaving foam, shampoo and shower gel. The cost for the above essential cosmetic accessories is £8.75, however to ensure that no resident is overcharged the home will charge for cosmetics a standard charge of £7.75 every four weeks which will be detailed in the residents’ ‘pocket money’ invoices. All cosmetic accessories are purchased by bulk and thus we are unable to provide individual receipts.</p>   |
|               |                                    | <p>h) 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 such as 52” TV, then the service user may provide the required item or bear the cost of it, as practicable.</p>   |
|               |                                    | <p>i) Funded Nursing Contribution (FNC) is paid by the NHS directly to the nursing home and is in addition to the Local Authorities / Social Services and / or Service User Contribution. FNC is not included in the resident’s client contribution. In the event of increase in the nursing care, the fee will increase by the increase in the funded nursing contribution. The client contribution therefore, does not decrease by the amount of increase in FNC.</p>  |
|               |                                    | <p>j) Any part of the day of arrival or departure constitutes one full day’s residence unless the service user is funded by local authority.</p>   |
|               |                                    | <p>k) In the event that the service user vacates the room for whatever reason, without prior notice we reserve the right to charge 90% of the agreed fee, until all possessions have been removed.</p>   |
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|   | <p>l) Where a service user leaves without a full four weeks-notice, 90% of agreed fee will be charged.</p> <p>m) In the case of temporary absence (such as hospital admission), then:</p> <ol style="list-style-type: none"> <li>i. your room will be reserved for you where during the first full week of absence your fees will continue to be payable in full.</li> <li>ii. After that, your fees will be reduced by 10%.</li> <li>iii. If you are absent from the home for a continuous period of 6 weeks, we will consult with you and your nominated representative to seek agreement regarding the further retention of your room</li> </ol> <p>n) Management cannot accept responsibility for service users' personal finances but we are always willing to discuss and advice when requested.</p>   |
| <p><i>2. Review and Increase / Decrease in Fees</i></p> | <p>Fees will be reviewed from time to time as determined by the Company. Such reviews will normally take place in the following circumstances:</p> <ul style="list-style-type: none"> <li> Any necessary increase in the level of care and services required over and above those already stated such as the need for a different room or 'One – to - One Care' or the purchase of bariatric equipment such as bed, pressure relief mattress, commode, etc., which are not normally necessary. This will result in an increase in fees or additional costs. Individual circumstances will be discussed with resident or representative and involve them in any decision. Seven days-notice will be given in writing, however, in circumstances where not providing additional care immediately would be harmful to the resident, and it is clearly in their best interests for it to be provided straight away.</li> </ul> <p>Where we give notice to increase fees for this reason, the resident may either:</p> <ol style="list-style-type: none"> <li>i. Do nothing, in which case the fee increase will take effect on the date notified; or</li> <li>ii. Give us notice that the resident wish to leave. In this case will have 7 days from the date the resident notifies us, to move out before the fee increase applies; or</li> <li>iii. Ask for an independent review of our assessment of the resident's care needs, revised fee level, or both. In this case, we will suspend our notice period until the independent review is completed. If the resident is unhappy with the outcome of the review, he or she can still tell us of their wish to leave, as above.</li> </ol> <ul style="list-style-type: none"> <li> Any requested for enhanced service over and above those already stated such as the resident or representative requests a larger / better room or 'One – to - One Care', double profiling bed, etc. This will result in an increase in fees or additional costs. Individual circumstances will be discussed with resident or representative and involve them in any decision. 28 days-notice will be given in writing.</li> <li> If a resident no longer wishes (or cannot afford) to pay for example a better room they may be able to move to a standard / smaller room, when one becomes available. This will result in a decrease of fees or additional costs. Individual circumstances will be discussed with resident or representative and involve them in any decision. Fee will change at the time of change of room.</li> <li> As a result of any statutory provisions coming into effect after the date hereof, for example, where the sector regulator, CQC, imposes new minimum staffing requirements for the provision of specific types of care, or if fitting all rooms with water sprinklers becomes statutory requirement. 28 days-notice will be given in writing.</li> </ul> |



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| <p><b>PART 3</b></p> | <p>3. <i>Review and Increase / Decrease in Fees (cont.)</i></p> | <ul style="list-style-type: none"> <li>o Annual increase effective from 1<sup>st</sup> April of each year based on the increase in percentage of National Living Wage (NLW) for that financial year. 28 days-notice will be given in writing.</li> <li>o Where we give notice to increase fees as detailed above in b), c), d) and e), the resident may either: <ul style="list-style-type: none"> <li>i. Do nothing, in which case the fee increase will take effect on the date notified; or</li> <li>ii. Give us notice that the resident wish to leave. In this case will have 28 days from the date the resident notifies us, to move out before the fee increase applies;</li> </ul> </li> <li>g) Where a self – funded resident is later funded by Local Authority, and agreed by the Manager, the Local Authority Contract will come into effect four weeks after the notice date of 28 days. Such change in funding may be a subject to Third Party Contribution <b><i>In no circumstances Local Authority’s Contract is backdated, specifically in respect of fees.</i></b></li> </ul>   |
| <p><b>PART 3</b></p> | <p>4. <i>Notice and Notice Period</i></p>                       | <ul style="list-style-type: none"> <li>a) ‘The first four weeks, 28 days, following admission to the home are treated as a trial period. During this period, either of us may terminate the agreement by giving the other seven days’ notice in writing. We may terminate the agreement during this period if it becomes clear that we cannot provide you with the level of care that your needs require. Any fees that you have paid for any period beyond the expiry of the notice period (or the date of your departure, if later) will be refunded to you. Where you leave the home before the end of the notice period: <ul style="list-style-type: none"> <li>i. we will not refund pre-paid fees for the notice period;</li> <li>ii. if we are able to re-allocate your room to someone else before that period expires, we will refund any payments that you have made for the period following re-allocation’.</li> </ul> </li> <li>b) 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’s, 28 days (four weeks). The Local Authority will review the circumstances and will endeavour to address issues contributing to the notice and if outcome is unsatisfactory, will find another placement for the resident.</li> <li>c) Except for service users that are residing in the home on ‘respite basis’ the ‘Notice Period’ is 28 days (four weeks), for both parties: the home and the resident where a written notification is required by either party.</li> <li>d) Before asking you to leave the home, we will make all reasonable efforts to address and manage all issues and consult with you and your representatives, and any other independent professional to ensure you understand that a problem has arisen and you are supported to resolve those issues. The reasons for the consultation will be fully discussed, together with possible solutions, before any final decision is made on the resident’s continued stay in the home. If the outcome is unsatisfactory, we will provide you and your representatives with 28 days’ written notice and we will work with you to help you find suitable alternative accommodation’.</li> </ul> |

**4. Notice  
and Notice  
Period  
(cont.)**

- e) However, we are not obliged to provide services unconditionally. In this context and in general the home may end the contract if the resident is in serious breach of their obligations under the contract or where it is impossible for the home to continue providing care for reasons beyond our control. We consider that legitimate reasons for terminating a resident's contract would be:
- i. A voluntary decision by the resident to leave the home (provided that this decision is genuine and the resident has sufficient capacity to make it or there is someone lawfully authorised to take this decision on their behalf).
  - ii. The need for the resident to move to accommodation that can better meet their care needs, even though the home has made reasonable adjustments to try to meet those needs (e.g. where the home is not registered to provide the type of care that the resident now requires).
  - iii. The need for the resident to move to extra care such as hospice, and the home does not provide this.
  - iv. The need for the resident to go into hospital (provided that the resident is unable to return to the home in the foreseeable future, the absence is not temporary), and we have consulted with the resident and their representatives before a final decision is made.
  - v. **If fees and expenses are not paid for a period of 30 days after the date of invoice.**
  - vi. **Where the resident is violent towards staff or other residents and there is a significant risk of serious harm to staff, other residents or the resident themselves if they remain in the home.**
  - vii. In extreme cases (for example, where a violent resident poses a significant risk of serious physical harm to staff or other residents or where their health rapidly deteriorates) we may need to take immediate action to safeguard residents and staff. In these circumstances, we will contact the Local Authority for advice and assistance in making appropriate arrangements.
  - viii. **If and when, the resident's needs change and the home cannot meet those any longer**
  - ix. **The home encourages the involvement of family members, friends and other representatives in the care, treatment and support of the residents. We understand that it may be difficult and sensitive time for family members and friends, however, if the home cannot meet the needs of resident's family, friends and / or representatives in circumstances where for example:**
    -  **When there are systematically unreasonable and unrealistic demands (such as change inco-pads every hour, or to ensure that resident has bath every day and that may be stressful for the resident, or to ensure that resident sits all day in the communal lounge where there is a very high risk of developing a pressure wound on the sacrum, or the home to ensure that GP visits resident every day; 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 resident's lawful representative such as 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**

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| <b>PART 3</b> | <b>4. Notice and Notice Period (cont.)</b> | <p> <i>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. racial, sexual, etc.); verbal and or other form of abuse aimed at the staff; and / or</i></p> <p> <i>When staff is systematically treated inappropriately and in breach of the home's equality policy and procedure by resident's and / or his or her family, friends and / or representatives; and / or</i></p> <p> 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 representative 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 the service user should not have any alcohol. <b><i>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 (even when the person has diagnosis of Dementia, the person still may be able to make some decisions if not all).</i></b></p>   |
|               | <b>5. After Death</b>                      | <p>Losing a loved one is a difficult time and staff and management, always make every effort to ensure that any practical matters (such as removing residents' possessions) are dealt with compassion and sensitivity. The home cannot take possession or admit another person in the room of the deceased resident until all belongings are removed. And therefore:</p> <p>a) Where the resident was self – funded the home:</p> <ol style="list-style-type: none"> <li>i. will charge 90% of the fee per day paid prior to death until belongings are removed from the room up to maximum of 10 days after the date of death, whichever is sooner, for example if belongings are removed in 3 days, then the home will charge 90% of fees for 3 days;</li> <li>ii. if the representative is unable to remove belongings within 10 days, then the representative must inform the home and inform as to when belongings will be removed.</li> <li>iii. If belongings are not removed within 10 days, then the home will charge 100% (full) fee per day paid prior to death up to maximum of additional 5 days after the date of death.</li> <li>iv. If belongings are not removed after the additional 5 days (in total 15 days), then the home will remove all belongings from the room and store them for no longer of 7 days; and</li> <li>v. Charge £30 per day if the belongings are small items such as clothing, ornaments, picture.</li> <li>vi. Charge £50 per day if the belongings are larger items such as armchair, recliner chair, chest of draws, desk, TV, etc.</li> <li>vii. Representatives may wish to discuss with the manager or deputy manager if the home would dispose of the belongings, in which case the charge for small items will be £30 and for larger items the representative will be invoiced for the cost of disposal; or</li> <li>viii. Representatives may wish to discuss with the manager or deputy manager if they wish to donate some larger items to the home.</li> </ol> |

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| <b>PART 3</b> | <b>5. After Death (cont.)</b>            | <p>b) Where the resident was partly funded by Local Authority where the contract between the home and the Local Authority states that care will be funded two days after the date of death and no later, the home:</p> <ol style="list-style-type: none"> <li>i. has no choice but to request representatives to remove all belongings no later than two days after the death; Client Contribution will be charged in full for those two days, and</li> <li>ii. alternatively, the home will remove and store all belongings on the third day after death and store them as specified in a), v., vi., vii. above.</li> </ol> <p>c) <i>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.</i></p>  |
|               | <b>6. Additional Relevant Conditions</b> | <p>a) Precautions and security measures are taken however, residents are asked not to keep excessive sums of cash and / or credit / debit cards, or valuable items, specifically where resident lacks capacity. In most instances residents 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 that be the case those must be locked in the room's safe. A detailed list of such items must be kept and up-dated as appropriate, thereafter. It is the home's practice to take photographs of valuables such as jewels. No responsibility can be taken for items not disclosed and kept in a safe. No responsibility can be taken for personal possessions more specifically clothes not clearly and permanently labelled with the resident's name. On some occasions when a ring becomes large then it will be removed and kept safe.</p> <p>b) Door locks and are provided as practicable depending on individual's capabilities such as mobility, mental capacity, etc.</p> <p>d) 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:</p> <ol style="list-style-type: none"> <li>i. The home will purchase the required incontinence pads and invoice in arrears the client in the amount of £8.60 per week, without supplying an individual receipt for the purchase which will be a wholesale purchase, or</li> <li>ii. 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.</li> </ol> <p>d) Any drugs, medication or other medical preparations and /or prescription(s) must be notified to the home on admission and later for safety reasons. Relatives and visitors are asked not to bring in medication or food or drinks without consulting the Person in Charge.</p> <p>e) 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</p> |

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| <p><b>PART 3</b></p> | <p>6. Additional Relevant Conditions (cont.)</p> | <p>such as the garden and must observe the Home's Fire Regulations in this respect. Where assessment shows that it is necessary smoking will only be allowed under supervision in designated areas. For more details, refer to the home's 'Residents' Handbook' available in the resident's room on our website at: <a href="http://www.bendigonursinghome.co.uk">www.bendigonursinghome.co.uk</a>.</p>   |
|                      |  | <p>f) 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.</p> |
|                      |  | <p>g) Service users are free to journey out alone 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.</p>  |
|                      |  | <p>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.</p>  |
|                      |  | <p>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: <i>strikes, lockouts, fire, civil unrest, riot, acts of God, war, terrorist attack, wanton destruction, floods, burst pipes water or dampness or impact.</i></p> <p>j) Theft or,</p> <p>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.</p>                                      |
|                      |  | <p>l) The home is 'pet friendly' and we have had a number of residents who have been able to 'move in' with their pet. However, that is decided on an individual case basis, prior to admission by manager or the deputy manager based on detailed risk assessment and the breed of the pet. A record from vet surgery will be required to determine if the pet is appropriately vaccinated. In any event, the owner, the resident, bears the responsibility and cost 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.</p>                |
|                      |  | <p>m) Fire Precaution: Whilst there are no restrictions to visiting hours within the home all visitors must write their initials the visitors' book stating the date and time of both their arrival and departure.</p>  |
|                      |  | <p><b>PART 3</b></p>  |

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|                          |  | ii. Preferred Priorities for Care<br>iii. Advanced Decision to Refuse Treatment<br>iv. Prior Funeral Arrangements  |            |                          |           |                          |
|                          |  | p) Where a resident is funded by Local Authority, the Local Authority contract will supersede the Home's Contract, where there is any ambiguity.   |            |                          |           |                          |
|                          | <b>7. Variation of Terms</b>   | We shall be entitled to review and vary these Terms of Business and Conditions of Admission to:<br>a) reflect new health and safety laws; or<br>b) to comply with sector regulations; or<br>c) to improve the service that we provide to you, or<br>d) to improve the terms and ensure that they are fair and transparent<br>e) reflect the consumer law<br>In all cases, we will notify you and your representatives about proposed changes and provide you with four weeks' notice before any changes take effect. If you object to any variations of the Terms you have the right to terminate this agreement without penalty |            |                          |           |                          |
| <b>PART 4</b>            | <b>Terms Agreed by the Resident</b>  |  |            |                          |           |                          |
|                          | These Terms of Business and Contract must be signed by both parties, by 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.   |  |            |                          |           |                          |
|                          | <b>Does the Service User have capacity to read and understand these terms and conditions of business?</b>  | <table border="1"> <tr> <td><b>YES</b></td> <td><input type="checkbox"/></td> <td><b>NO</b></td> <td><input type="checkbox"/></td> </tr> </table>  | <b>YES</b> | <input type="checkbox"/> | <b>NO</b> | <input type="checkbox"/> |
|                          | <b>YES</b>   | <input type="checkbox"/>   | <b>NO</b>  | <input type="checkbox"/> |           |                          |
|                          | <i>If the answer to the above question is 'NO', then Part 5, should be completed</i>   |  |            |                          |           |                          |
|                          | <i>I have read the above Terms and Conditions for admission to the home before signing and fully understand and accept them.</i>   |  |            |                          |           |                          |
|                          | <b>SERVICE USER SIGNATURE</b>  |  |            |                          |           |                          |
| <b>SERVICE USER NAME</b> |  |  |            |                          |           |                          |
| <b>DATE</b>              |  |  |            |                          |           |                          |
| <b>PART 5</b>            | <b>Terms Agreed by Lawfully Appointed Representative</b>   |  |            |                          |           |                          |
|                          | <p>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 lawful representative. In consideration of the home's agreement to admit the as named in Part 1 Service User on the Terms and Conditions detailed previously, the service user's representative agrees as follows:</p> <ol style="list-style-type: none"> <li>To indemnify the Home in respect of any failure to pay the fees due, notwithstanding that I shall not have notice of any neglect or omission by the service user to pay the fees and notwithstanding any forbearance of the Home's part to recover any fees due from the service user.</li> <li>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, notwithstanding any forbearance on the Home's part to recover any loss that may be sustained.</li> <li>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.</li> <li>This indemnity and guarantee shall be a continuing 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</li> </ol> |  |            |                          |           |                          |

*I have read the above Terms and Conditions for admission to the home before signing and fully understand and accept them.*

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| <b>SIGNATURE OF AUTHORISED PERSON</b>   |  |
| <b>NAME</b>                             |  |
| <b>RELATIONSHIP TO THE SERVICE USER</b> |  |