



Contract & Statements of Terms & Conditions

Revised March 2013

Contracts and Statements of Terms and Conditions

Care home name: Wellbeing Residential Group

Policy Statement

This document sets out the home's policy on how it develops its contractual relationships with the people who come to live in the home. Wellbeing Residential recognises that it is legally required to provide every resident of the home with a written statement that describes in detail the terms and conditions of their residence. This spells out what it actually provides for its residents for the fees charged.

The policy of Wellbeing Residential Group homes is to make its contracts with residents as fair, transparent, detailed and informative as possible so that everyone involved knows their contractual position and obligations.

The policy describes the accommodation, services and facilities it expects to provide its residents and its expectations of them in contractual matters. These include:

- the period of notice required for leaving the home
- specifying under what circumstances there could be a breach of contract
- what this could entail, and
- the arrangements to be made in the event of a resident's death.

In setting out its contract and statements of terms and conditions Wellbeing Residential fully adheres to the new outcomes essential standards of quality and safety which consists of 28 regulations and its associated outcomes. They are set out by the Health and Social Care Act 2008 for regulated activities.

The policy applies to all residents, but it recognises that there are some differences in the contractual relationship formed between residents (where applicable) who:

- a. pay their own fees and charges
- b. have part or all of their fees and charges paid by a third party other than the local authority
- c. have part or all of their fees and charges paid by the local authority
- d. have part or all of their fees and charges paid under the NHS Funded Continuing Care and NHS Funded Nursing Care arrangements.

In the case of residents who are admitted under care management arrangements, Wellbeing Residential must also comply with the contractual agreements made with the local authorities involved and in certain cases (as in (d) above) with Primary Care Trusts.

However, every resident will be issued with their own individual statements of terms and conditions that describe the home's responsibilities towards them.

Procedures

Once a resident has decided to come to one of Wellbeing Residential homes to live, the home's management draws up a contract/statement of terms and conditions, which it issues to the resident. The contract is signed by the prospective resident (or a legal representative only if the person lacks capacity). The home is also signatory to the agreement.

The contract/statement will be referred to in the event of any problems arising and will be subject to periodic review. It might be necessary to revise individual contracts if there are any significant changes to their situation that require their terms and conditions to be accordingly revised, eg if their funding status changes or their needs change so as to put them outside of the scope of the home's capacity to care for them adequately.

The resident's contract/statement of terms and conditions includes the following areas.

Accommodation, Facilities and Services

Wellbeing Residential includes in its basic fee the following:

Examples

- A single/double room with/without en suite facilities (state which)
- Electrical sockets for appliances (subject to health and safety requirements)
- Suitable carpeting/floor covering
- A single/double bed
- Bed linen which is changed weekly consisting of sheets, pillows and pillow cases/duvet/blankets/eiderdown
- Curtains/blinds
- Room and bedside lighting - bulbs to be changed by the home
- Lockable cabinet for medication, money and valuables/drawers/wardrobe/mirror
- Table and comfortable chair/extra chairs will be made available for visitors
- Keys to room/lockable cabinet/drawers/wardrobe

Care and services included in basic fees

Examples

- Room and accommodation
- Use of communal lounges and facilities
- Main meals, supper and available snacks
- Drinks and refreshments provided by the home for any resident
- Laundry service provided by the home
- Care and support for daily living provided by staff
- Access to and use of home's aids and appliances including hoists, wheelchairs, walking aids
- All property taxes levied on the home such as council tax, water rates, heating and lighting

Additional Services not included in the basic fee

Residents who wish to purchase or obtain any of the following will need to pay separately for them from their own resources. They might procure these privately or ask the home to obtain them and to invoice them separately.

- Newspapers and magazines
- Hairdressing
- Purchase of new clothes, dry cleaning and toiletries
- Visitors' meals and overnight accommodation
- Outings, cinema and theatre trips, holidays
- Non-NHS health services including any aids and appliances a resident decides to purchase privately
- Social and travel costs for private trips

- TV licence for TV in own room
- Private telephone costs

Payment of Fees

- Once a person decides to move into the home they (or their named representative/funder) will be expected to pay one month's charges in advance to begin on the date of their admission to the home.
- Thereafter they will be invoiced so as to provide monthly payments in advance on a set date preferably by direct debit or standing order.
- The home will invoice separately also monthly for any additional services it provides that are not included in the basic fee.
- Where a person gives notice of leaving (4 weeks) the person will be charged to the actual date of departure if the notice period begins during an invoice period.
- If a resident dies within two weeks of the last payment, the home deems the time from the person's death to the date of the next invoice due as if the resident was still in occupation of the room.
- No refund is given but payments will cease from that point onwards. If the person dies within two weeks of the next invoice due, the home may seek to charge for an additional week or two weeks after the next invoice date depending when the person died.
- These arrangements allow time for the room to be cleared, cleaned and redecorated if needed. The home undertakes not to have the room reoccupied while it is still in receipt of payment from the previous occupant.
- Where a person is away from the home temporarily in hospital or on holiday, the home reduces its charges by (eg 20%) to take into account the reduced costs of their absence.

Revision of Fees

Fees are reviewed and revised annually. New charges usually apply from 1 April of each year.

Fees are worked out on the basis of costs of accommodation, including overheads, cost of care provision and resources needed, particularly staff costs and other charges on the home including insurance.

They are calculated to provide a daily rate, which is converted into an annual charge. This is then divided by 12 to provide a standard monthly charge, which is the one invoiced.

Periods of Notice

Chevington House normally requires a period of 4 weeks notice for any resident who wishes to leave the home. If a resident does not return following an agreed temporary period of absence, the home might seek to terminate that person's contract.

Where it is thought there has been a breach of contract on the part of the resident the home might seek to issue the person 4 weeks notice to vacate the room and to leave the home.

Respective Rights and Responsibilities

- Wellbeing Residential aim is always to make the resident as comfortable as possible.
- Wellbeing Residential respects the right of the resident to treat the room as their own personal space. At the same time it expects each resident to respect the need for the home to keep the appearance of the room to a good material standard and acceptable standards of tidiness and cleanliness.
- Wellbeing Residential will enable any resident who wishes to do so to bring in any item of furniture to replace that provided by the home (provided that it fits in reasonably well and is

in good order and any other personal possessions valued by the individual person. The home will keep an inventory of any such items.

- Wellbeing Residential undertakes to keep the room clean and tidy by checking daily and carrying out any cleaning and tidying needed, working to the resident's wishes as far as possible in how and when this work should be carried out.
- Wellbeing Residential will need to have regular safety checks carried out on any electrical appliances used by the resident.
- The home does not accept responsibility for the security of items, including money, kept in the person's own room. The home asks each resident not to keep valuable items or any large amounts of money in their rooms (locked away or not), but to deposit these for safekeeping with the manager.
- Residents are allowed to keep pets in their rooms (in accordance with the home's policy on pets).
- The home adopts a non-smoking policy anywhere in the home and residents are expected to abide by this.
- There will be occasions when the home will need to enter a resident's room for reasons of health and safety checks or the carrying out of essential maintenance and repairs. The home will always seek to notify or check with the resident first when it needs to gain entry in this way.
- Where a resident (or someone acting on their behalf) has considered that the home has failed to fulfill its contractual obligations it should use the complaints procedure to have the issues addressed.
- Where the home considers that the resident has breached his/her contractual obligations it undertakes to investigate the matters fairly and will only seek to ask the person to leave as a last resort.
- There are a number of the home's documents and policies that can have implications for the contractual relationship, which might be referred to where any such matters need to be investigated. These include the statement of purpose, service user guide, policies on needs assessments and care plans, health care and medication, and policies that describe limits and boundaries about staff and residents' behaviour and conduct.

Signed í .

Date í

Policy Review Date í ..