

EXAMPLE

Contract with: _____

Conditions of Admission and Terms of Business

*Real care is **WessexCare***

Name:

D.o.b:

The acceptance of a person to stay at:

involves a special relationship of intimate care. You are assured that we do our utmost to nurse and care for our residents in all circumstances. However to do so we have to maintain an extensive establishment at a substantial financial cost and therefore we have to define the relationship in business terms. (The term 'Responsible Person' is used throughout this contract to describe the person who is legally able to take financial responsibility for paying these fees on behalf of the resident and to the giving of consent on behalf of the resident for all other matters if the resident is unable to give consent).

Below are listed our basic conditions of admission and terms of business for our mutual benefit:

The accommodation and dependency

The accommodation offered is:

Single / Single (En Suite)
Standard / Premier
Local Authority / Self funded

Additional Dependence Charge (see fee information guide)

Exceptional Dependence
Exceptional Plus Dependence
Complex Dementia / Mental Health
Exceptional Plus Complex Dementia / Mental Health

Room number: _____ On the _____ floor

Comprising as a minimum a bed, chair, wardrobe, chest of drawers, bedside cabinet, en suite wet room [Care Centres only], en suite [where available], carpet, curtains, lamp shade and television unless personal furniture is provided. All personal furniture must comply at all times with current fire retardant regulations (Furnishing & Furniture Regulations 1988).

The accommodation has been booked and will be paid for from:

The fees

In the event of:

being transferred to any of Wessex Care's Nursing Homes, the fee quoted (at the time of assessment) will include the Funded Nursing Care (FNC). The nursing care part of the whole fee is set by the Department of Health and paid via the Local NHS Clinical Commissioning Group [CCG] direct to Wessex Care's business accounts.

There may be discounts applied from time to time to the standard or other rate charged for care to reflect, for example, bulk purchasing of our services. The standard fee charge is: £ _____ plus nursing care, for a standard single room (Only applicable to Kimberly West & East and Castle View).

EXAMPLE

How to pay

Fees for long term residents are payable monthly in advance via Bankers standing order to:

Metro Bank

Account Number: 23109624

Sort Code: 230580

Account Name: Wessex Care Ltd.

For short term and convalescent residents the rate will be charged on a daily or weekly basis, in advance. The daily tariff will be charged from 11.00am to 11.00am. Charges continue during any absence unless otherwise confirmed. Interest will be charged at the rate of 3% above the base lending rate of Metro Bank for the time being in force, on any sums still outstanding after the due payment date.

Should payment still not be made, we will have no alternative than to pass the debt to Sarah Lowe Credit Management for collection and possible legal action. At this point, you may incur further costs by way of interest and debt recovery fees. We would much prefer to have the matter resolved before this step becomes necessary and therefore look forward to receiving settlement by all due dates.

The resident, next of kin/appointee, responsible person are responsible for pensions, income support and all other benefits. Wessex Care and any of its employees are unable to take any responsibility for the management of a resident's personal finance.

When and how fees are reviewed

Provided there are no changes to your needs or the services you require your Fee is fixed up to 31st March each year.

We will review and increase the Fee once a year on 1st April in line with the following formula:

Type of cost	% of your weekly fee	How we calculate the increase
Staff Costs	65%	We increase this element of the fee by the same % increase in National Minimum Wage
Non-staff Costs	35%	We increase this element of the fee by the same as the Consumer Price Index plus Housing (CPIH) for January of that year

For example, where your fee is £1000.00 per week and the National Minimum Wage has increased by 5% and the CPIH is 10%, your new fee will be £1067.50 per week, calculated as follows:

Type of cost	% of your weekly fee	How we calculate the increase
Staff Costs	65%	65% of £1000.00 = £650.00 £650.00 x 1.05 = £682.50
Non-staff Costs	35%	35% of £1000.00 = £350.00 £350.00 x 1.10 = £385.00
New Total:		£682.50 + £385.00 = £1067.50

This equates to an increase of **£3510.00** over the year

You can find a link to percentage changes in CPIH from the Office of National Statistics at <https://www.ons.gov.uk/> or by asking the Finance Manager.

We will write to you by 3rd March each year to confirm the changes arising from our annual review and the new rates will apply from 1st April each year.

Moving rooms

Wessex Care reserves the right to ask the resident to move to another room if considered necessary. This would only be done after due consultation and with agreement, unless there was a clearly defined medical, nursing or health & safety reason or where the resident is in a defined 'Premier' room, (which are all privately funded) and they then transfer to Local Authority funding, then they will be required to move to a 'Standard' room as Local Authorities do not fund 'Premier' rooms. Residents may request a room move and where possible this will be facilitated.

This may require an increase or decrease in the required fees. E.g. a move from a single standard to a shared double would reduce the fees and visa versa, a move from a single standard to a single premier room would increase the fees and visa versa.

What is included in the fees

Fees at Wessex Care Homes will cover all aspects of in-house care with nursing if the home is a registered nursing home, accommodation, heating, lighting, full board and laundry (excluding delicates and special treatments e.g. dry cleaning).

What is not included in the fees

Other services are available which attract additional cost.

These are: nurse escort service £20.00 per hour, carer escort service £10.00 per hour, Chiropodist consultation, hairdresser etc charges are displayed and updated on the home's notice board.

On vacation of room; clearance and disposal of furniture, electrical equipment type items and personal effects that the family and/or responsible person do not wish to be retained, will incur a charge of £50.00.

Provision of laundering of delicates and special treatments, newspapers, individual phone line and usage costs (except Holmwood & Kimberly West & East where a phone is available in each bedroom and only usage costs apply), theatre and other admission tickets, club fees, transport costs to family/friends, hospital, theatre and clubs etc, private consultations/treatments and personal toiletries are charged at cost with no administration charge added.

Any time there is a variation to the charges for these additional services an updated schedule will be displayed on the "Resident's Notice Board" and a copy will also be provided to you and/or the responsible person. *(Additional costs correct at time contract issued but are subject to change at anytime)*

Trial period

The first month will be considered a trial period, after which a resident has the option to leave, or be requested to leave by Wessex Care at one week's notice. Criteria for a request to leave would be:

- Following admission the care assessment indicates that the resident's needs cannot be met by the Care Home and thus the resident's needs do not comply with the Care Act registration criteria for the Care Home.
- Following admission the required 'relationship of trust' that must exist between the organisation giving care and the individual, or family of the individual, receiving care has irretrievably broken down.
- The individual or organisation responsible for paying the fees has failed to pay the fees in accordance with this contract terms and conditions.

Legal tenancy position & termination of contract

Continuing residence at a Wessex Care Home does not constitute a tenancy within the meaning of the Rents Act. Wessex Care therefore, reserves the right to terminate the licence to occupy a room on formal written notice of 28 days.

On the resident's side, termination of occupancy must be given by formal notification in writing giving 28 days notice. Should the resident leave a Wessex Care home without giving the required notice, payment of fees in lieu of notice at the normal monthly rate will become payable.

Criteria for a formal written notice from Wessex Care of 28 days to terminate occupancy:

- ✿ Following a care assessment the care review concludes that the resident's needs cannot be met by the nursing home and thus the resident's needs do not comply with the Care Act registration criteria for the home. This can be verified by a CQC inspector.
- ✿ Following a care review it is concluded that the 'relationship of trust' that must exist between the care home giving care and the individual receiving care has irretrievably broken down or the 'relationship of trust' between the care home giving care and the family/appointed person for the resident has irretrievably broken down.
- ✿ The individual or organisation responsible for paying the fees has failed to pay the fees in accordance with this contract's terms and conditions.
- ✿ Breaches of Health & Safety requirements, which endanger safety and welfare. E.g. failure to have electrical equipment tested (see personal electrical equipment information below).
- ✿ The home is required to close for any reason.

What happens to fees in the event of death?

In the event of death, fees will be charged for a maximum of 3 days, in line with Local Authority contracts, from the day after death. This is to allow families, loved ones, professional's appropriate dignified time for administration requirements on death and removal of personal belongings. Additional time will be charged at a day rate compatible with the weekly fee. Any outstanding fees for residents will be charged to their estate, or appointed representative.

What happens to fees in the event of prolonged hospitalisation?

In the event that a resident is admitted to hospital the fee will remain chargeable throughout the hospitalisation period. If and when it becomes clear that the resident will not be returning then a discharge date will be agreed with the resident/responsible person and fees will be charged in accordance with the fees in the event of death paragraph above.

Insurance

Wessex Care's existing insurance policy covers personal effects up to a maximum of £500.00 per resident. Loss of money is not covered. The policy is not an all-risks policy and residents should take out their own additional insurance if required. Wessex Care will not be obliged to compensate any resident who suffers a loss if Wessex Care's insurance policy does not cover such loss, except in cases of negligence or default by the Care Home or its employees.

Photographs

Written consent will be necessary for the taking of photographs. The purpose of these photos are three fold:

- 🌸 The identification of the individual for care and medicine records.
- 🌸 In support of evidence based nursing and care practice, e.g. the recording and monitoring of wound management.
- 🌸 Recording of social activities and celebrations.

Data protection

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As a Care Act 2014 & Care Quality Commission registered Care Company it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects. We will process data in line with our privacy notices in relation to both customer enquiries and customer care requirements.

You have several rights in relation to your data. More information about these rights is available in our "Key Information document". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such. We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

We are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in employee and/or Director disciplinary action up to and including dismissal.

Personal possessions

If property of a greater value than £500.00 is kept by a resident this must be covered by the resident's own insurance. Every care is taken, but residents are asked not to keep excessive sums of cash or valuable items in their rooms. A detailed list of such items must be handed in on admission and updated as appropriate thereafter. It is the resident and/or the responsible persons responsibility to ensure that the list is updated when necessary. Small valuables can be recorded/photographed and locked away for safekeeping in the care office or can be held in the company's central safe. Alternatively residents can be provided with a secure facility for small personal possessions. No responsibility can be taken for personal possessions not clearly recorded and/or permanently named and secured, except in cases of negligence or default by the Care Home or its employees.

Cash availability & safekeeping

Wessex Care operates a free of charge, access to personal cash and personal small purchase service to all residents. The service is centrally administrated but locally available through the petty cash system of the individual Care Home. It offers residents or the responsible person the ability to place small amounts of money (maximum of £100) safely with the Administrator, which can pay for personal items and services and provide a pocket money type service for the resident.

Responsible individuals and/or the resident will receive a regular update of their balance and expenditure. This service is formally recorded and audited. The moneys are placed in the individual's homes business current account, which receives no interest. Wessex Care covers the banking administration cost for free. Alternatively residents can be provided with a secure facility for their money. No responsibility can be taken for money not clearly recorded and secured, except in cases of negligence or default by the Care Home or its employees.

Personal clothing

Personal clothing should be clearly marked with fixed nametags. Wessex Care can provide suitable nametags for free from the central office, contact 01722 336933 in office hours. Wessex Care will not launder any specialist item of delicate clothing and will send all such items to a specialist laundry at the residents expense or these items can be given to the responsible person for laundering.

Wessex Care will take reasonable care with personal laundry but, except in cases of negligence or default by the Care Home or its employees, does not accept responsibility for loss, damage or shrinkage of personal laundry, as this is an industrial laundry process required to meet hygiene and cross infection standards.

Personal electrical equipment

The maintenance engineer must test all electrical items brought into the Care Home before use, and they must pass an annual safety inspection for continued use. This is a Health & Safety legislation electrical requirement. This service is free and can be arranged through the central office, contact 01722 336933 in office hours. Residents and/or the responsible person are required to inform the Care Manager of any electrical items they bring in or purchase for the resident.

Resident's medication

Resident's medication is always dispensed by a nurse or appointed person who has received training in the administration of medication in accordance with national requirements as laid down by the Royal Pharmaceutical Society, Nursing and Midwifery Council and the Care Act. Any residents wishing to dispense his or her own medication will require the signed agreement of the Care Manager following a medication risk assessment which will include taking the advice of the resident's G.P and any other relevant health or social care professional.

The assessment will also seek the views of family members and/or the appointed person. This assessment will review the individual's capacity to take and look after the medicine safely ensuring their own and other resident's safety and well being. The emphasis will be to preserve independence wherever possible and safe to do so.

Residents who purchase over the counter medication must inform the Person in Charge that they have such medicine to ensure they are safe to take this medication and that the medication is being securely cared for. Family and responsible persons must also immediately inform the Person in Charge if they have purchased medication on behalf of a resident before they give the medication to the resident. Residents can be provided with a secure facility for their medication.

Comments, concerns, & complaints

Wessex Care homes are registered by the Care Quality Commission (CQC). We undertake to maintain a high standard of care as required under the Care Act. If there are any problems, complaints or queries we will be pleased to help if at all possible. Please see our complaints procedure within the Home's 'Key Information' document, which you are strongly encouraged to use. If the complaint cannot be resolved through this process then the resident, family/responsible person can refer the matter to the:

Care Quality Commission,
National Correspondence, Citygate,
Gallowgate, Newcastle upon Tyne,
NE1 4PA

Key information document

The above document is attached to this contract and they should be considered as formal 'information schedules' to this contract. Please read the conditions shown before signing this contract. Failure to do so does not excuse you from compliance with them.

I have read the Conditions of Admission, Terms of Business and Key Information and accept them.

Resident's Signature:

Date:

Family/Appointee Signature:

Date:

Family/Appointee Name & Address:

In the event of the Resident not being able to sign this contract or someone other than the resident is responsible for funding or organising the funding then that person should sign on behalf of the resident or as well as the resident.

Witness to above Signatures Sign:

Date:

Witness Name & Address:



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