

“ where people matter ”

Date: 16/0919

Graham Butcher
6 Dennett Road
Beverley
HU17 9NP

Dear Graham

Re; Our Resident Kathleen Butcher

Welcome to Cedar Grange

Please find enclosed a copy of your Agreement and Personal Allowance contract. We would be grateful if you would complete and return one of each document to the home as soon as possible.

We can confirm the fees are £736.09 per week, to be paid by Standing Order 4 weeks in advance.

A Standing order form for the payment of Fees is enclosed for you to complete and send direct to your bank.

Please do not hesitate to contact us if you should have any questions.

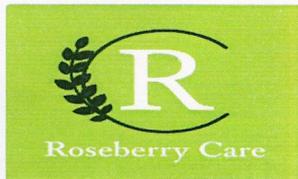
Yours sincerely

FOR ROSEBERRY CARE CENTRES

Hilary Miller
PP

Hilary Miller - Home Manager

Direct Tel: 01964 551580



AN AGREEMENT dated 16th September 2019

PARTIES:

- (1) **Please insert the Service Users name** Kathleen Butcher (who will sign this Agreement if capable);
- (2) **Please insert the name** (Graham Butcher acting on behalf of the Service User *as appropriate*)
- (3) **Roseberry Care GB Ltd** whose registered office is at Roseberry, PO Box 213, Houghton le Spring, DH4 9DL ("**the Proprietor**" which term includes a successor in title).

INTRODUCTION

- (a) The Proprietor runs a registered residential/Nursing Care Home known as **Cedar Grange** Care Centre
- (b) The Service User is in need of accommodation and personal care (including where appropriate nursing care) and has [through the Receiver/Attorney] applied to the Proprietor for a place at the Home.
- (c) The Proprietor has agreed to provide accommodation and personal care for the Service User on the terms of this Agreement.
- (d) The Receiver/Attorney is legally responsible for handling the financial affairs of the Service User and has agreed to pay the fees.
- (e) The Receiver/Attorney shall so far as they are able be responsible for honouring the obligations attributable to the Service User under this Agreement and any reference in the Agreement to the "Service User" shall be a reference to the Receiver/Attorney.
- (f) It is intended that there shall be co-operation between the parties to his Agreement in regard to any decision affecting the Service User.

TERMS AGREED

1. Accommodation and care

Subject to payment of the weekly fees mentioned below the Proprietor will provide to the Service User at the Home:

- 1.1 a single room, containing a chest of drawers, wardrobe, a lockable bedside cabinet, bed, chair, (an additional chair can be supplied if requested), over bed table and all usual furnishings for personal occupation.
- 1.2 food, light, heat, laundry and all necessary personal care as normally required by a Service User of a residential care home;
- 1.3 meals: continental breakfast, lunch, supper. Additional snacks and drinks on request throughout the day and night.
- 1.4 laundry: all bed linen is changed weekly and as necessary. Personal laundry must be labelled and machine washable. As the machines are industrial, clothing may wear out quicker than in a domestic situation.
- 1.5 care: a basic care plan will be agreed on assessment. This will be updated following an assessment period in the Home and reviewed on at least a monthly basis. A copy of the Care Plan is available. If the Service User is treated by NHS doctors the Service User will receive medical attention, drugs and medications as the Service User did previously from a General Practitioner.
- 1.6 review: a full review of the placement will be made and recorded six monthly by the Care Manager. All relevant parties will be invited to attend review meetings. Minutes will be made available.
- 1.7 The aim will be to maintain choices and opportunities for and the independence of the Service User. The level of support provided will be determined according to the needs of the Service User from time to time.
- 1.8 The Service User may bring personal possessions and furnishings into the Home to personalise their room, provided that other Service Users or staff are not inconvenienced or put at risk. A written inventory of possessions and furnishings will be prepared on admission and a copy will be retained by the proprietor and a copy made available to the Service User.

2. Fees and personal expenses

- 2.1 The fees are initially £736.09 per week and payable 4 weekly in advance which includes the provision by the Proprietor of the accommodation and care stated above. The Receiver/Attorney will use his/her best endeavours to ensure that the fees are paid promptly. The following further provisions apply:
- 2.2 The Proprietor shall be entitled to increase weekly fees as provided by this Agreement.

2.3 The fees will be reviewed annually in October and any increase will be on account of an increase in running costs or the provision of extra care or as a result of the need to comply with regulations coming into force after this Agreement and where the increase is to take effect within the coming year is known to the Proprietor at the date of the review.

2.4 The Proprietor reserves the right to increase fees upon giving not less than 28 days written notice if an increase is required for the provision of extra care or to comply with regulations which were not known to the Proprietor at the time of the annual review.

2.5 The element of nursing care paid directly to the Proprietor by the Health Authority Agency will be retained by the Proprietor and the fees referred to in this Agreement exclude these payments.

2.6 A breakdown of fees payable by or on behalf of the Service User is as follows:-

Amount payable by Service User/Receiver/Attorney £736.09

2.7 Additional Services.

The Proprietor can arrange the following services that are charged in addition to the basic fees. These can be paid by the Service User direct or by depositing money in a personal allowance account with the Proprietor:

- Chiropody (free if referred by GP)
- Opticians
- Dentistry
- Physiotherapy (free if referred by GP)
- Hairdressing
- Aromatherapy Massage
- Newspapers
- Shopping Trolley
- Mobile Clothing Shop
- Private telephone line

2.8 In the event that the Service User's funds fall to an amount which may entitle the Service User to statutory financial assistance towards fees then the Proprietor will endeavour to ensure that the Service User can continue to live in the Home and assistance will be given to the Service User to contact the Local Authority.

Upon the Service User's capital reducing to the threshold level, in order to avoid a delay in the implementation of state-support towards the payment of fees, advance notification must be given by the Service User/Representative to the relevant Local Authority Social Services Department.

3. Regulations in respect of personal care and accommodation charges, incorporating details of the current thresholds, are set out in the Department of Health's *Charging For Residential Accommodation Guide (CRAG)*, a current copy of which should be available from the Local Authority Social Services Department.
- 2.9 **To assist administration the Receiver/Attorney must make payment of fees 4 weekly in advance by Standing Order. All fees are payable by standing order only. The standing order must be completed and returned with the contract.**
- 2.10 The Billing of fees is made on a twenty eight day cycle. The first date in each billing cycle as it appears on the bill delivered to the Receiver/Attorney shall be referred to as the "Due Date".
- 2.11 Fees due between the date of admission on the next Due Date in accordance with the billing cycle may be made by cheque or in cash but thereafter payment by Standing Order is required.
- 2.12 Fees are payable with effect from the Due Date.
- 2.13 If the Receiver/Attorney fails to pay a bill within 14 days from the Due Date or 14 days from the date of the bill (whichever is the later), then the Proprietor reserves the right to recover interest at a rate of 4% above the base rate of Santander calculated from the date of the bill until the date of payment.
- 2.14 If the Service User is admitted to hospital the Proprietor will retain the room for six weeks and thereafter upon request provided always that the normal weekly fee is paid.
- 2.15 If the Service User leaves the Home without giving the required notice fees will be charged at the normal weekly rate for the unexpired notice period.
- 2.16 In the event of death three days fees will be due to the Proprietor and after this period the agreement will terminate. In the event of death the Proprietor requests that the Service User's room be cleared within three days however, if this is not possible arrangements can be made by the Proprietor to clear the room and items can be stored at the Home for seven days. If fees have been pre-paid then the Proprietor will refund the fees payable in respect of any period beyond the third day from the date of death.
- 2.17 The termination of this Agreement shall be without prejudice to any rights and obligations of either party in respect of any breach of the Terms and Conditions of this Agreement.
- 2.18 **Please note the Funded Nursing Care for nursing clients is paid directly to the company, this amount is not deducted from the total weekly fee, this is in addition to the weekly fee stated in this contract.**

3.3 Trial Period

- 3.1 The first four weeks following admission to the Home are treated as a trial period during which either the Proprietor or the Service User may terminate the agreement by giving one week's notice in writing. Any fees already paid beyond the expiry of the notice period or the date of departure, whichever is the later, will be refunded.

4. Service User's obligations

The Service User also agrees with the support of the Receiver/Attorney:-

- 4.1 to provide for medical requisites, hairdressing, clothing, toilet requirements and items of a luxury or personal nature from *his/her* own resources.
- 4.2 to allow the Proprietor to take charge of and dispense all the Service User's prescribed medications, though the Service User will be encouraged to administer *his/her* own medication if capable.
- 4.3 to permit the Proprietor to inspect and ensure the safety of any electrical items brought into the Home by the Service User.
- 4.4 that he/she has a responsibility for the safety of the Home which he/she shares with others, therefore safety regulations must be observed.

The Service User is asked to note:

- 4.4.1 Fire drills and inspections are carried out at regular intervals and the Service User's co-operation is essential.
- 4.4.2 Fire regulations and concern for all Service Users oblige the Proprietor to restrict smoking to designated areas.
- 4.4.3 Smoking in bedrooms is not permitted. The Proprietor has clear guidelines on smoking, alcohol and drugs which are issued for the protection of Service Users and staff.
- 4.5 The Proprietor shall not be responsible for the Service User once he/she is outside the Home if the Service User leaves the Home and is not accompanied by a member of staff of the Home unless the Home has been negligent or has breached any duty it may owe to the Service User.
- 4.6.1 No tenancy of any kind is intended to be created in respect of the room and the control of the room occupied by the Service User shall remain with the Proprietor. However, the Service User will only be requested to move from their appointed room if it is in the Proprietor's opinion absolutely necessary.
- 4.6.2 The Service User shall be consulted by the Proprietor and given four weeks notice of any proposed change of room and the reason for the proposed change.

4.6.3 If the Service User does not agree to the proposed change, then within the four week notice period given by the Proprietor the Service User may give written notice to terminate the Agreement no later than the end of the said four week notice period and may vacate the room. The Service User shall then only be liable for payment of fees up to the date of vacation of the room.

4.7 To participate in an assessment of her needs and the development of a personal care plan.

4.8 To leave the Home on termination of this Agreement.

5. Proprietor's obligations

The Proprietor also agrees:

5.1 to ensure that the Home remains registered, comply with the conditions of registration and maintain at the Home at all times the standard of care required by the registration authority.

5.2 to allow the Service User as much personal freedom and autonomy as *his/her* abilities permit and only to restrict the movements of the Service User for *his/her* personal safety or the safety of others or to the extent agreed in advance with the Receiver/Attorney.

5.3 to allow the Service User at the discretion of the Proprietor to introduce items of personal furniture into *his/her* room subject to eventual removal being the responsibility of the Service User.

5.4 on request to provide safekeeping for personal effects required to be brought into the Home up to such limit of value as the Proprietor may from time to time impose.

5.5 to maintain and make known a complaints procedure and apply this fairly in the event of a complaint being made by the Service User or on behalf of the Service User by a party to this Agreement. If the complaint cannot be resolved between the Service User or such party and the Proprietor it may be referred to the registration officer whose address is Care Quality Commission City Gate, Gallowgate, Newcastle-u-Tyne NE1 4PA.

5.6 to treat all information received in respect of the Service User as confidential.

5.7 to ensure that any notice that is given to the Service User in accordance with the terms of this Agreement is also given to the Receiver/Attorney.

6. Insurance

6.1 The Service User agrees to be responsible for insuring the full replacement value of personal belongings. The Proprietor shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects (including jewellery) of the Service User unless the Proprietor has been negligent or fraudulent or breached this Agreement in respect of the Service User's belongings.

7. Termination

- 7.1 If not terminated within the trial period then this Agreement shall continue in force until terminated by the death of the Service User or by four weeks' notice in writing being given of the desire to terminate the Agreement.
- 7.2 The Proprietor shall give any such notice to the Receiver/Attorney but will normally only give notice to terminate if:
 - 7.2.1 the fees are not promptly paid; or
 - 7.2.2 having consulted the Receiver/Attorney and taken advice from appropriate health care professionals concerning the Service User's present and likely future needs, the Proprietor is no longer able to meet those needs; or
 - 7.2.3 the Proprietor considers the circumstances or behaviour of the Service User to be seriously detrimental to the Home or the welfare of other Service Users.
- 7.3 The Receiver/Attorney acting on behalf of the Service User may give any such notice to the Proprietor.
- 7.4 This Agreement may be terminated by or on behalf of the Service User without notice in the event of any serious or persistent breach by the Proprietor of its terms or the Home ceasing to be registered.

SIGNED by (or on behalf of the **Service User**.....

Witness

SIGNED by the **Receiver/Attorney**

Witness

SIGNED on behalf of the **Proprietor**

Witness