

Terms and Conditions of Residency

This document is for draft purposes only and needs to be amended by the Home.

1 AGREEMENT

This agreement is made between:

(NAME OF HOME) and (for Service User)

Signed:(for Service User)

Signed:(for Care Home)

Date

This contract is a legal agreement which sets out the terms and conditions of residency at the Home.

The room to be occupied is.....

2 INTRODUCTION

The aim of management and staff at (NAME OF HOME) is to provide a comfortable and relaxed home suited to your individual requirements. We undertake to consult you and / or your family together with any others acting in your interests in all matters to do with your well-being.

The Home is designed to be your home from which you can run your life, do the things you want to do and make the most of your abilities. The Home will do everything reasonably possible to accommodate and help you pursue your interests, hobbies and other activities.

Your room is fitted with a suitable lock and will be accessible to staff in an emergency. You will be provided with keys taking into account any assessed risks. The room also provides lockable storage facilities for your personal items.

The home conforms to the Smoke Free Regulations 2006 and 2007 and you will be required to adhere to these. You will be given a copy of the home’s Smoking Policy and it will be explained to you.

3 TRIAL PERIOD

The decision to become a Service User is an important one and for this reason the first four weeks of your stay should be considered a trial period. Two weeks before the end of the trial period you and the Home manager will meet and if you both agree then your residence in the Home will continue. If either you or the Home do not wish to continue your residence then your residence will terminate at the end of the trial period. No notice will be required during the trial period.

Issue No: 1 Rev: 2 Issue Date: Approved by:

Terms and Conditions of Residency

4 FEES

The Home must inform you of:

(a) The fees payable by you in respect of any of the following services-

- i. Accommodation, including the provision of food
- ii. Nursing care if available
- iii. Personal care

And, except where a single fee is payable for those services, the services to which each fee relates;

(b) The method of payment of your fees and the person or persons by whom the fees are payable.

We will inform you of any increase in fees together with a statement of the reasons for such an increase. We will give you a month's notice in advance of any variation in your fees or as soon as practicable to do so.

Nursing Contribution:

We will inform you whether a nursing contribution is to be paid in respect of nursing provided and the date of payment and the amount of the nursing contribution.

In this statement of terms and conditions , "nursing contribution" means a payment by a Primary Care Trust to the registered person in respect of nursing provided to a Service User at the care Home, but does not include a payment where

- (a) the Primary Care Trust has made arrangements with the care Home for the provision of accommodation to you; and
- (b) the payment relates to any period for which under those arrangements accommodation is provided at the care Home to you.

5 ABSENCES

If you have to vacate your room temporarily (e.g. for a holiday or hospital admission) a reduction of £..... will be made to the fees after a period of

6 PERSONAL EFFECTS (incl. money and furniture)

We hope that you will want to bring your own furniture with you although we will provide it if you wish. You may personalise your room with your own decorations and control the temperature in your room.

Terms and Conditions of Residency

C4-100

You must tell us about any electrical items that you bring with you and make sure that they are safe to use. If there is any doubt as to whether an item is safe, you should not use it until an electrician has tested it. There may be a charge for this.

If you have a television, you do not need to buy a separate 'full fee' licence. The manager will provide details of the Concessionary TV Licence Scheme.

You can deposit your valuables with us (including cash) for safekeeping. You might wish to leave cheque books, pension books or other savings books with us also. If you no longer wish to handle your own financial affairs (or are unable to), you should arrange for someone to do this. The manager and staff are not normally allowed to do this without prior written permission.

7 CARE STAFF

The Home employs trained care assistants under the control of a professionally trained and qualified manager. Sufficient staff will be available at all times to accommodate Service Users' requirements. Your views will be sought in order that the level of care you require can be agreed. All our staff are trained to care for you, to safeguard your rights and to respect your dignity and independence. If you are not satisfied with the conduct of staff please raise your concerns with the manager. Any concern about your care may also be raised with the appropriate Inspectorate.

8 OUTINGS

Visitors are encouraged to take Service Users out although they must advise the person in charge that they intend to do so. We can accept no responsibility for you during such outings.

9 POLICY

(NAME OF HOME) operates policies designed to comply with all relevant law and best practice. We will provide you with services that respect your privacy, dignity, independence, choice, rights and fulfilment. You will be given our brochure that clearly states our philosophy of care and you will also be given copies of policies that tell you about how the Home provides services for you.

10 ASSESSMENT / CARE PLANNING AND REVIEW

Our aim is to plan your care based upon an assessment of your needs. The Home will adopt procedures to review your own situation regularly with the managers at the Home and other relevant professionals involved in your care.

Terms and Conditions of Residency

11 MEDICATION

Prescribed medication is your private property. In cases where you are unable to supervise your own medicine, the manager will make arrangements for the supervision and administration of such medication. The Home has a contract for control of medication with the local pharmacist.

12 SHARING OF ROOMS

You will not be required to share your room unless you choose to do so.

13 TERMINATION OF THIS AGREEMENT

Seven days' notice or payment in lieu will be required should you decide to leave the Home, except when the departure results from the death or sudden illness, in which case no such notice will be required. Although it is the aim of the Home to care for Service Users until death, special circumstances, such as a continual need for medical or nursing care based upon assessment may make it necessary to ask you to leave, because the Home is unable to provide for your needs in which case four weeks' notice will be given. In such circumstances, every assistance will be given in finding appropriate alternative accommodation.

(Insert here the Home's policy in relation to breach of contract of either party.)

14 DEATH

In the event of your death, your next of kin and / or your legal representative will be informed.

15 REGISTRATION

The Home is registered as a Care Home by the Care Quality Commission, which is responsible for ensuring that standards are maintained.

16 COMPLAINTS

You or your representatives should in the first instance discuss any complaints with the manager or senior care staff on duty if you or they are not satisfied.

However, if the complaint is not satisfactorily resolved, it should be referred to the Registration Authority, which is:

The Care Quality Commission

Address of the Regional Office:

.....

Terms and Conditions of Residency

.....
.....
.....

Telephone.....

17 SUGGESTIONS

The Home regularly reviews its procedures to improve its services. Your views will be sought and if you have any suggestions with regard to the running of the Home these will be welcomed.

18 CONFIDENTIALITY

All personal records relating to you which are kept by the Home will be kept strictly private and confidential. You are entitled to see such records should you wish to do so.

19 INSURANCE

The Home is properly insured by:

Policy number:

Please enquire regarding the insurance cover in relation to your personal property.

The personal property of Service Users will be insured to a maximum of £

20 DOCUMENTS

The manager will give you copies of:

- The Service Users Guide.
- The Home Equal Opportunities Policy.
- The Service User’s Charter of Rights.
- A copy of the Home Insurance Policy document (scope / schedule).
- The Comments, Suggestions and Complaints Policy.
- The Confidentiality Policy.
- The Smoking Policy.
- The Pets Policy.
- The Gifts, Wills and Bequests Policy.
- Policies and procedures on Service Users’ finances.
- Home Improvement Plan (where applicable).

NB This is an example of Terms and Conditions of Residency. Given that it is a legal document it should be approved by the Home’s solicitor before use.

Issue No: 1 Rev: 2 Issue Date: Approved by:

(NAME OF HOME)

Terms and Conditions of Residency

C4-100