

**Standard Terms and Conditions for  
Permanent Nursing Residents**

AGREEMENT BETWEEN:

..... ('the Resident')

of .....(address)

and The Brendoncare Foundation, having its registered office at The Old Malthouse, Victoria Road, Winchester, Hants SO23 7DU ('Brendoncare'), for the provision of nursing care to the Resident.

**IT IS AGREED THAT:**

1. The Resident will have the right to occupy and use a fully-furnished bedroom and have use of the communal areas, in the Brendoncare Home known as ..... ('the Home') from ..... [*insert start date*].

**Care**

2. Brendoncare will develop and agree an individual Care Plan with the resident, reflecting their needs for health, personal and social care. Brendoncare undertakes to provide care services to the Resident as determined by the Care Plan. The Care Plan will be reviewed and updated from time to time, and prior to re-admission following any hospitalisation.

**Fees**

3. The initial fee will be £xxxx per week and covers:
  - full board, including special diets (where not provided for by the NHS)
  - use of the designated room, the shared sitting/dining areas and the grounds of the Care Home
  - 24-hour care (as determined by the Care Plan; excluding 121 - see clause 16)
  - continence products (where not fully provided for by the NHS)
  - personal laundry (but not delicate or dry cleaning items)
  - TV licence (where applicable)
  - Council Tax (or equivalent)
  - Access to Wifi
4. A deposit equal to one month's fees and any fees for the current calendar month are payable before the Resident is admitted. The deposit and fees due for the current calendar month should be paid by two separate cheques or bank transfers.

5. Subsequent fees are payable in full by Direct Debit on the fourteenth day of each month (or previous working day) for that calendar month, unless otherwise agreed in writing by Brendoncare.
6. The fee does not cover personal items such as hairdressing, chiropody, physiotherapy, toiletries, dry cleaning, transport, telephone charges, attendance at clubs or newspapers. An advance deposit is required to cover such expenditure where this is incurred by Brendoncare on behalf of the Resident. The amount of the deposit must be re-instated within 14 days of presentation by Brendoncare of a statement of the Resident's personal funds account.
7. The fee doesn't cover escort services where a resident requires a member of staff to accompany them offsite, for example to a medical appointment. These costs will be billed on an hourly basis for the duration of the escort.
8. Brendoncare is entitled to charge interest on overdue accounts at Barclays Bank's base rate plus 2% pa. Brendoncare reserves the right to reclaim any legal fees incurred in chasing overdue fees. No interest will be charged where probate is required to clear the debt, and this has not been granted.
9. Where sale of a property is required to enable payment of fees to be made, Brendoncare will request settlement of any outstanding amounts from the proceeds of the sale. Confirmation of this will be required in writing from the conveyancing solicitor dealing with the sale.
10. No reduction in fee will be made for meals not taken, nor for any absences from the Care Home. Full fees are also payable during periods of hospitalisation while the room is retained for the Resident, subject to notice given by the Resident (see para 32).

### **Changes to Fees**

11. Fees are reviewed each April to reflect changes in costs brought about by inflation, legislation, operating conditions or similar cost factors. Residents will be given not less than one calendar month's written notice of any increase payable.
12. The fee level may be reviewed at any time to reflect any change in the level of care since the time of admission. A change in fee will be considered if the Resident's care needs move into a higher or lower banding. Should that occur, the Resident will be given not less than one calendar month's written notice of the new fee payable.

Where Brendoncare believes that a resident's care needs have increased and the services the resident requires mean that the original category of care is no longer suitable, Brendoncare will provide evidence to justify the assessment and explain the changes Brendoncare considers are necessary. Brendoncare will confirm how this affects the resident's fees and any additional payments that will need to be made.

Where the resident receives financial assistance from the Local Authority or NHS, Brendoncare will also notify them as it may be appropriate for them to arrange their own assessments.

If the resident's health improves or social care needs decrease over time, Brendoncare will review whether the existing category of care is appropriate and whether it is suitable to reduce the resident's fees.

13. Any concerns regarding Brendoncare's assessment of a resident's care needs should be discussed with the home manager.
14. Where agreement cannot be reached on a resident's needs and care package, the resident or their representative can arrange an independent assessment via the local authority or GP. Brendoncare maintains safety and compliance with regulatory obligations and therefore will not reduce care services where Brendoncare believes this will place a resident at a risk of harm.

If the independent assessment rejects the findings in Brendoncare's assessment, fees will revert to the previous level and any increase will be immediately refunded back to the date of change. If the independent assessment confirms Brendoncare's findings, the revised fee will remain in place.

In all circumstances; where the resident or their representative does not agree to the proposed changes, the decision can be made to give notice in accordance with clause 32 of this agreement.

15. [PARK ROAD AND FROXFIELD ONLY] In the event of the resident choosing to move rooms, or Brendoncare moving a resident in order to meet their care needs, the fee level may be reviewed based on the facilities available. Residents will be given not less than one calendar month's written notice of any change to fees.
16. Where 121 care is required this will be discussed with the resident/representative within 24 hours of the care being put in place. The 121 care will be charged on a hourly basis.

### **Personal Possessions and Insurance**

17. Residents may furnish their own rooms with personal possessions provided that these meet fire and safety standards and do not impede the delivery of care. Residents may not make any material alteration or addition to their own room without the written permission of Brendoncare.
18. It is advised that all clothes brought into the Care Home should be suitable for laundering and must be labelled with the Resident's name at the Resident's expense.
19. The Resident is advised not to keep large sums of cash or valuable items in their rooms. Whilst Brendoncare undertakes that its staff, volunteers and contractors will take reasonable care of the Resident's property, it cannot accept responsibility for loss or damage to any personal belongings of high value. The Resident, therefore, is responsible for insuring personal items if their individual value exceeds £250, or their aggregate value exceeds £1,000.
20. All electrical equipment brought into the Care Home must have been serviced regularly and portable appliance tested, and so labelled by a qualified electrician. Subsequently, annual testing takes place at the expense of Brendoncare. If necessary any repair will be at the Resident's expense. Brendoncare reserves the right to take out of service any electrical equipment considered to be unsafe for whatever reason.

### **Operational Policies**

21. Brendoncare reserves the right to require the Resident to move to another room in the Care Home, on a temporary or permanent basis, where Brendoncare reasonably considers this to be in the best interests of the Resident or of the Care Home. The Resident will be

consulted before any such decision is made.

22. The Resident may register with a General Practitioner of their own choice, providing the doctor is prepared to visit as required. The Nurse in Charge will arrange for visits from the doctor as appropriate. Records will be kept of relevant medical information and next of kin. A policy of confidentiality regarding all such records is in force.
23. The Resident may entertain visitors at any reasonable time, provided that other Residents are not disturbed. The Resident may not lend their room to any person during their temporary absence.
24. Residents are entitled to liberty and security of person and therefore to independence, but must accept that this may entail personal risk for which Brendoncare shall be under no liability.
25. Brendoncare recommends that lasting power of attorney should be in place prior to admission.
26. Brendoncare provides a Wi-Fi network for Residents to use. The network prevents access to websites that may in Brendoncare's reasonable opinion adversely affect the manner in which we carry out our business or are otherwise unlawful or inappropriate. If unrestricted access is required, Residents may organise their own internet connection independently.

### **Comments and Complaints**

27. Residents are encouraged to comment on general and personal issues relating to the services delivered within the Care Home, as such comments are vital in order to maintain or improve standards. If any issue is not resolved to the satisfaction of the Resident, then a formal complaint may be made. Residents should not feel constrained from making comments or formal complaints through fear of retaliation by staff, as any such retaliation would amount to abuse, which is a serious disciplinary offence that Brendoncare will not tolerate.
28. Any formal complaints should be made to the Care Home Manager or their deputy, and not to other members of staff. If the Resident is not satisfied with the determination of any complaint throughout the complaints process, they have the right to contact the Local Government Social Care Ombudsman. A summary of the complaints, concerns and compliments procedure and the Commission's contact details are included in the Resident's Welcome Pack.

### **Gifts**

29. Residents are advised that staff members are obliged to refuse individual gifts of any value. We therefore request that no such gifts are offered to individual staff members. However, if the Resident so wishes, Brendoncare would be pleased to accept gifts made for the benefit of the Care Home itself or Brendoncare. Any such gifts should be made via the Care Home Manager or Administrator.

### **Confidentiality and Data Protection**

30. By signing this contract you agree to Brendoncare holding and processing personal and sensitive data about the Resident. In particular, Brendoncare is required to confirm to you the purposes for which it will use that information which are likely to include:

- General administrative purposes related to the Resident's stay at the Care Home.
- Communicating with others as required by law or as otherwise necessary in connection with the Resident's care needs or the business requirements of Brendoncare.

## **Notice/Termination**

31. The first month after moving into the Care Home is treated as a trial period. Either the resident or Brendoncare may terminate this contract with 7 days written notice during this period.
32. Should the Resident decide to leave the Care Home, written notice is required of not less than one calendar month. In the event of death of the Resident, this agreement will cease and fees will be charged (on a daily basis) until the room is cleared by the Resident's representative, for up to a maximum of 10 days. Fees will not be charged for any days where another resident has moved into the room.
33. Should the resident's representative be unable to collect belongings within 10 days, Brendoncare will arrange to store small items for a period of up to 28 days. We will confirm the date for collection in writing. There may be a charge for this. If items are not collected within 28 days and Brendoncare are unable to contact the representative or they are unwilling to collect the belongings, Brendoncare will send a written reminder before donating the items; giving the estate reasonable notice of our intention. Any costs associated with the disposal will be charged to the estate.
34. If the Resident leaves the Care Home any fees due and/or any balance remaining from the deposit (net of any fees or other monies due) will be returned within four weeks of the room being cleared.
35. In the event of death any fees and/or deposit (net of any fees or other monies due) will be refunded within four weeks of the room being cleared to a solicitor acting on behalf of the estate, Where there is no solicitor acting on behalf of the estate monies will only be refunded on production of the grant of probate to the executor of the estate.
36. Brendoncare may give the Resident written notice to leave of not less than one calendar month if:
  - fees or charges or any instalment or part thereof, including interest, are in arrears for any period longer than two months.
  - there is a material breach of any of these Terms and Conditions which remains unrectified more than 14 days after serving written notice of such breach.
  - the Resident's behaviour is reasonably considered by Brendoncare to be detrimental to the Care Home or to the safety or welfare of other Residents or staff.
  - the Resident requires care that is outside the range and scope of care that the Care Home is able to provide .
37. If the Resident is unable to continue to meet the full fee, written notice is required of not less than one calendar month. Brendoncare's policy in such cases is to find the means to enable the Resident to remain in the Care Home; however, this should not be taken as an absolute guarantee.

**Changes in Terms and Conditions**

38. Brendoncare reserves the right to amend the Terms and Conditions or make new regulations in the interests of the Care Home or for the safety or welfare of Residents or staff. Such changes are subject to written notice of not less than one calendar month. Residents will be consulted before any such change is made.

**Interpretation**

39. References to the Residents in these Terms and Conditions include the Resident's appointed representative, where the context does not preclude such interpretation.

By signing this agreement I acknowledge receipt of a copy.

Signed: ..... Date: .....

Print name:.....

(for Brendoncare)

Signed: ..... Date: .....

(the Resident)

OR

Signed: ..... Date: .....

(acting for the Resident)

Name: .....

Address: .....

.....

Acting in what capacity: .....

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