

# Hollow Oak Nursing Home Ltd

Haverthwaite, Cumbria, LA12 8AD

Email: [Info@hollowoaknursinghome.co.uk](mailto:Info@hollowoaknursinghome.co.uk)

Telephone 015395 31246



## Contract of Residence

As of 24 February 2020

Web version

## Terms and Conditions for Residence

### **PART A**

#### **About This Document**

The acceptance of a person to stay in a Home involves a special relationship of intimate care. You are assured that we will do our utmost to provide the highest standards of care and services for each of our Residents in all circumstances.

However, to do so, we have to maintain an extensive establishment at a financial cost and therefore we have to define the relationship in business terms.

This document is important as it is your contract with the company. You should read it carefully as it is legally binding. You may like to seek independent legal advice as it is important that you have read and understood these terms and conditions before entering into this agreement.

This document sets out our general terms and conditions that will apply if you decide to move into the Home. From time to time we make amendments to our terms and conditions to reflect changing circumstances that affect the Home and the way in which it is operated. We will always give residents at least one month's notice of any changes to our terms and conditions and the amended terms and conditions will then apply.

The acceptance of a person to stay in a Care Home involves a special relationship. We value the personal quality of this relationship and do our utmost to care for our residents. To do so we have to maintain an extensive infrastructure at a substantial financial cost and therefore we have to define the relationship in contractual terms. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.

#### **Important Information for Representatives of Residents**

If you are the representative of a resident and sign the resident's admission agreement on the resident's behalf, the terms and conditions in this document will apply to you in the same way as they apply to the resident. You will be personally bound by these terms and conditions unless you have signed the admission agreement in the capacity of:

- The residents validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- The residents validly appointed receiver

If you are the residents validly appointed attorney or receiver at the time of signing the admission agreement it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the resident's attorney or receiver ceases to be valid you will immediately become personally responsible for the residents obligations under these terms and conditions.

### **PART B**

#### **Our Charges**

##### **1 If You Pay Our Charges Yourself**

1.1 The charge that applies to you as a resident of the Home depends on your assessed care needs and type of accommodation. We review the amount of our charges periodically,

normally annually in April, and you will be given at least one month's notice of any periodic increase. At the end of the notice period the increased charge will apply. Apart from the periodic increases in our charges, our charges will change if the level of care you require changes. You will be charged the appropriate rate for the new level of care from the date of the change.

1.2 If the local authority has agreed to pay our charges on your behalf for a temporary period while your house or flat is being sold (or for any other reason) and there is a shortfall between the amount that the local authority pays and the full amount of our charges you will be responsible for paying us the shortfall.

1.3 You will be charged the full fee for your room during any period up to six weeks that you have temporarily vacated the Home, for example if you are admitted to hospital or visit relatives. If you are admitted to hospital and the hospital stay is longer than six weeks, the fees will be reduced by 20%.

1.4 If you become eligible for local authority funding, an agreement with the home and the local authority will be made. If any top up agreement is required this will be between the local authority and a third party.

1.5 What if your care needs change so that you become eligible for continuing NHS healthcare but the amount that the NHS will pay is less than the full amount of the Homes charges? In this event, the shortfall will represent the cost of the additional facilities and enhanced accommodation provided by the Home which are not required to meet your health care needs and you will continue to be liable for the shortfall. If you decide not to accept this liability to pay the shortfall, then we reserve the right not to accept you as a NHS funded resident, in which case you will have to leave the Home.

1.6 If the PCT decides that you are no longer eligible for continuing NHS healthcare you will be responsible for paying the Home's Total Weekly Fee as specified in the Admission Agreement.

## **2 Invoicing And Payment Arrangements**

2.1 For convenience and regularity of payments, our charges are payable 14 days in arrears by standing order. On signing a contract for admission to the Home and in advance of admission you (and the third party paying a Third Party Top Up on your behalf) will also be required to sign the standing order agreement. Any part of a day, including for arrival or departure, constitutes one day's fee.

2.2 If our charges (including any Third Party Top Up) remain unpaid 30 days after their due date for payment, we reserve the right to charge interest at a rate of 10% per annum, calculated on a daily basis from the due date up to the date of actual payment.

2.3 At the end of your stay we will provide a statement of account. If this shows that there has been an overpayment of any charges, the amount of the overpayment will be refunded by cheque. Alternatively, if the statement shows an outstanding amount due to the Home in respect of any charges, the outstanding amount will be payable.

## **3 Nursing Care**

3.1 Under the provisions of the Health and Social Care Act 2008, if you are a resident who has been assessed as requiring nursing care some (but not all) of the nursing care provided to

you by the Home will be funded by the NHS. The amount of nursing care that is funded by the NHS is assessed periodically by an NHS appointed registered nurse carrying out an assessment of your requirement for “nursing care” as defined in the Act. This requirement for “nursing care” is described as your “Funded Nursing Care” or “FNC”. The Department of Health has developed a “tool” for the registered nurses to use when carrying out these assessments, to ensure consistency.

3.2 The weekly amount that the NHS will pay is fixed according to whether your registered nursing care contribution is assessed as being medium or high. It should be noted that NHS funding does NOT extend to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in monitoring care delegated to others.

3.3 In most, if not all cases, the amount paid by the NHS for your nursing care will be insufficient to cover the cost of the nursing care actually provided to you by the Home.

3.4 Any FNC payable in respect of your nursing care will be paid directly to the Home by the NHS . Any FNC payments received by the Home will not be added to the resident’s weekly charge nor will they be deducted from the resident’s weekly charge. The FNC payments will be retained by the Home to support the nursing care provided

#### **4 Our Charges When You Leave the Home**

4.1 When you leave the home, for whatever reason, our charges are payable up to the day you leave.

4.2 In the event of death, fees shall be payable to date of death. Where there are outstanding fees after death, such fees will be charged to their estate or shall be payable by the next of kin. Where a resident’s furniture and effects are in the room we would expect these to be cleared within 7 days, or by agreement with management.

### **PART C**

#### **Services Covered by Our Charges (no additional payment required)**

##### **Services include:**

- Full board and accommodation in a room for your exclusive use. Various items of furniture shall be provided by the Home management e.g. a wardrobe, chest of drawers, bed, table, chair, carpet, mirror etc. In some cases, the resident may wish to bring his/her own furniture into the Home. This is possible depending on general suitability and condition of the furniture. In a case where a resident wishes furniture to be brought into the Home this must be specifically agreed and a copy of an inventory kept by each party to the agreement. The cost of transporting such furniture in or out of the home is the residents responsibility.
- A choice of meals, plus snacks and drinks. We will also cater for special dietary requirements by arrangement with the Home Manager and Chef.
- Full use of all the communal lounges, dining rooms, bathrooms and any other communal facilities in the home
- The opportunity to join in with activities run by the home and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some activities or excursions).
- Assistance with washing, bathing, medication and other personal services, as reasonably

required. Staff are on duty throughout the day and night to assist you.

- A complete laundry service (excluding dry cleaning)
- Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals, but any charge that any of these make must be met by you.
- Nursing care (where the contract is for nursing care). However, any additional charges for any extraordinary Nursing Care or nursing equipment not covered by the Registered Nursing Care Contribution will be agreed with the Resident or Nominated Representative.

### **Additional Things That Will be Charged To You**

We expect you to provide for yourself, and pay separately for, all personal items such as clothing, newspapers/magazines, toiletries, hairdressing, medications, continence aids, but assistance with actually making the purchases may be available by arrangement with the Home manager, if required. You are entitled to receive certain items free of charge from the NHS.

The local Primary care trust has issued new criteria to determine who qualifies for free ambulance transport. Only residents who require medical treatment during the journey to hospital appointments are now entitled to such transport. As a result, most of our residents have to go to outpatient appointments by means of taxi – usually wheelchair taxi-at their own cost. Family members are encouraged to accompany their relatives, but we do understand that this is not always possible, therefore, we do provide an escort when necessary however, with effect from 1st January 2010, the cost incurred in providing the escort will become the responsibility of the resident (excluding NHS continuing care residents) this will be charged at the current hourly rate. This is in line with current local authority policy and guidance.

The management reserves the right to charge a resident for the replacement cost of any furniture, furnishings, defects or equipment that has been damaged by default, or wilful act of the resident. This shall not apply to fair wear and tear.

### **Personal Possessions**

The Home makes every effort to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the Home. Should you require insurance for specific items please ensure that suitable arrangements are made. You or your representative will be required to complete and sign an inventory of the items that you bring with you.

No electrical appliances are to be brought into the home unless management approves such appliance for safety and agrees on its suitability for use in the home. Such an appliance shall be given a safety examination by a qualified electrician and paid for by the resident. The Home reserves the right to immediately withdraw from use any electrical item belonging to you which is considered by the Home manager to be unsafe for any reason or untested in accordance with the above.

When you leave the home for whatever reason, you or your relatives or representatives will be responsible for the removal of your personal possessions within three days of you leaving. Where no arrangements are made to clear the effects, the management shall make reasonable effort to contact the residents next of kin or solicitor for instruction. In the absence of instruction or if no provision has been made within 14 days, the home management shall be entitled to treat the effects as abandoned. Any money received from the sale of such effects shall be used for resident's outings or donated to charity.

### **Change Of Room**

Our charges vary according to your care needs and the size and specification of the room you

occupy. If you become unable to afford the charge that applies to your room we will, if possible, offer you an alternative room at a lower charge that you can afford. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the Home.

### **Rights of Residency**

Your residence in the Home does not give you a tenancy or an assured tenancy under the Housing Act 1988, neither does it create or imply any right to security of tenure. You will be allocated a room on admission which you will occupy as a licensee only. We will not normally ask you to move from one room to another; however, we reserve the right to relocate you to a different room at any time if we think this is necessary to enable us to deliver effective and efficient services in line with your assessed needs. If we do need to move you to a different room we will give you a reasonable period of notice. If the move is unacceptable to you, you will have the right to terminate your contract with us with immediate effect and without penalty, but this will mean that you will have to leave the Home.

We have and require, full, free and unrestricted access to your room in order, amongst other things to provide the services referred to in this document.

### **Trial Period**

Before moving into the Home you are welcome to visit, to meet staff and residents, stay for lunch or tea and find out all you need to know about the Home. Once you have moved into the Home it is important that you are able to decide if it is the right home for you; the first two or three months are really a trial period to enable you to make sure you have made the correct decision. You are never under any obligation to stay if you do not feel the home is right for you.

### **What We Ask Of You**

Whenever a group of people live together in a community, such as in the Home, it is important for the smooth running of the home and for the comfort and happiness of all residents that some simple rules are observed by everyone. These rules will always be reasonable and are made either to implement the homes statutory obligations or for the general comfort of all residents (they are not made for the convenience of the Home and its staff). The following are examples of some of the Homes rules with which you are required to comply:

- Fire Precautions. The Home must comply with the various fire regulations and the recommendations of the local fire authority. Residents must co-operate with the Home Management in this respect and may also be required to participate in fire evacuation and other procedure.
- Smoking. For safety reasons, you are not permitted to smoke in your room or within the Homes building. The Home manager will advise you of the arrangements that apply if you wish to smoke in the Homes grounds.
- Gifts and bequests to members of staff. The home operates a strict rule whereby the Homes staff are not permitted to accept gifts or bequests from residents. We ask you, therefore, not to offer gifts or make bequests to members of staff. If you would like to show your appreciation in some way, you should discuss this with the Home Manager.
- The signing of legal documents. The Homes staff are not permitted to sign as a witness to any legal document that relates to you.
- Taking care of your personal possessions (including clothing). We cannot accept liability for items of clothing and other personal possessions that become lost or damaged. We ask that

you keep all items of your clothing properly labelled with your name. this is a simple precaution that will minimise the risk of your clothing being mislaid or lost.

### **Circumstances in Which You May be Asked To Leave**

Residence may be terminated in some instances. Either party to the agreement shall be given a normal period of notice of four weeks unless this is waived or is inappropriate. Some examples where termination of residence is appropriate are given below but these examples are not exhaustive:

1. A resident's care needs are different from those normally supplied by the home.
2. A doctor advises different care for the resident
3. Fees are not paid in accordance with the contract \*
4. The resident displays unsuitable or disruptive behaviour \*\*
5. The resident's presence in the home causes a risk to the health and welfare of him/herself and/or other residents \*\*

\* Note: in this event the home management may only give seven days' notice

\*\* Note: in this event it may not be possible to give notice and a resident may be asked to leave the home immediately

### **Complaints**

Residents and their representatives are encouraged to seek advice and information from staff members on matters they genuinely do not understand. We actively encourage our residents or representatives to speak up if they are unhappy with any aspect of the service provided.

A complaint received verbally by a member of staff should be acknowledged immediately, recorded, and action taken to resolve immediately. Alternatively discuss the situation with the senior staff on duty that will do their utmost to rectify the situation.

In the event of a complaint or concern with the care offered by Hollow Oak Nursing Home, the complaint or concern should be discussed with the Registered Manager, who is available at the Homes address or by telephone. The manager will acknowledge your complaint within 4 days and respond to a complaint in writing within 28 days, with the aim to rectify the situation following investigation.

Should a complaint be considered a serious untoward incident, it will be referred to the manager immediately who will consider raising the issue and liaising with the relevant authorities.

Accurate records of all complaints will be made and the Inspectors of the Registering Authority are informed of serious matters.

If you feel your complaint has not been resolved satisfactorily or you wish to contact the Homes Inspection unit at any time during the process regarding the care being provided, you may contact them at:

CARE QUALITY COMMISSION  
CQC South West  
Citygate  
Gallowgate  
Newcastle upon Tyne  
NE1 4PA  
Telephone 03000 616161  
Fax 03000 616171

A resident will, at no time, be discriminated against for making a complaint.

While it is important for you to know that you can complain and make suggestions, it is also important to us that you feel happy and comfortable with the quality of life within the Home. Therefore, compliments are also recorded so that the standards at Hollow Oak Nursing Home can be seen to be effective.

## **GDPR**

The General Data Protection Regulation (GDPR) came into force on May 25, 2018 and sets out the key principles about processing personal data for staff, residents, visitors and third-party professionals.

### **What personal data do we hold?**

To provide you with a high standard of care and attention, we need to hold personal information about you. This personal data may include:

- your past and current medical condition; personal details such as your age, national insurance number/NHS number, address, telephone number and your general medical practitioner
- radiographs, clinical photographs and study models
- information about the treatment that we have provided or propose to provide in the future
- notes of conversations/incidents about your care, for which a record needs to be kept
- records of consent to treatment
- Correspondence relating to you with other health care professionals, for example in the hospital or community services.

### **Why do we hold information about you?**

We need to keep comprehensive and accurate personal data about our residents in order to provide them with safe and appropriate care. We also need to process personal data about you in order to provide care under NHS arrangements and to ensure the proper management and administration of the NHS. Sometimes, we will need to process your personal data in order to comply with our obligations to you under our contract. Sometimes, we will need to process your data in order to comply with a legal or regulatory requirement to which we are subject.

### **How we process the data**

The way in which we process your data will depend on what activities we are carrying out. We have prepared privacy notices which summarise how we process personal data depending on what activities we are carrying out. Our privacy notice which relates to residents is attached to this contract as Appendix 1.

### **Retaining information**

We will retain your records during and after you have been a resident for at least 8 years.

### **Security of information**

Personal data about you is held in the home's computer system and/or in a manual filing system. The information is not accessible to the public; only authorised members of staff have access to it. Our computer system has secure audit trails and we back up information routinely. Further information can be found in the privacy notice at Appendix 1 and in our data security policy, which is available upon request.

### **Disclosure of information**

To provide proper and safe care, we may need to disclose personal information about you to:



- your general medical practitioner
- the hospital or community services
- other health professionals caring for you
- NHS payment authorities
- HMRC
- the Benefits Agency, where you are claiming exemption or remission from NHS charges

Disclosure will take place on a 'need-to-know' basis, so that only those individuals/organisations who need to know in order to provide care to you and for the proper administration of Government (whose personnel are covered by strict confidentiality rules) will be given the information. Only that information that the recipient needs to know will be disclosed.

In very limited circumstances or when required by law or a court order, personal data may have to be disclosed to a third party not connected with your health care. This is set out in more detail in our data sharing statement, which is available upon request.

### **Access**

You have the right of access to the data that we hold about you and to receive a copy. Full details are set out in our Individual Rights Policy, which is available upon request and which also sets out in some details your rights in respect of the various different data processing activities which we undertake. This includes details about your rights to object to us processing data in certain circumstances.





# Hollow Oak Nursing Home Client Agreement

This Agreement Is between Hollow Oak Nursing Home and

.....

Placement Room No

.....

The weekly charge shall be the sum of

£..... per week.

Signed Nursing Home Manager / Director

.....

Date

.....

Signed Resident

.....

Date

.....

Signed Resident's appointed  
Power of Attorney / Representative / Third Party

.....

Date

.....

If you qualify for NHS Continuing Health care funding your  
contribution towards additional facilities and enhanced  
accommodation provided by the Home which are not  
required to meet your health care needs will be

£..... per week.

Signed

.....

Date

.....