

Terms and Conditions and Resident's Contract

This document conforms to the recommendations contained within the "Guidance on Unfair Terms in Care Homes' Contacts" published by "The Office of Fair Trading" with respect to compliance with "The Unfair Terms in Consumer Contracts Regulations 1999 and the Consumers Rights Act 2015

This contract sets out the terms under which you will occupy accommodation at Bluebell House, 16 Victoria Road, FY6 7JA; Rose House, 1a St George's Square FY8 2NY or Hedges House, 37-39 Church Road, Lytham, FY8 5LL and under which you will be entitled to services. You may feel it appropriate to seek advice from a /Relative/Advocate/Lasting Power of Attorney/Legal Advisor before signing it.

1. Trial Period

The first four weeks of any arrangement will be regarded as a "trial period" to establish that the placement is satisfactory to all parties concerned. The Resident or their representative have the right to terminate this agreement in this period without notice.

2. Fees

The fees under this agreement will be £ [to be agreed with Care Home Manager] per week.

The weekly charge, which it is agreed will be paid on behalf of the Resident by [Payee to be inserted] shall be at the rate of £ [as agreed above] per week. Fees shall be paid per calendar month.

For the avoidance of doubt this shall be calculated as ((1 week/7days) * days in year) divided by twelve.

Fees shall be paid one month in advance by standing order. For the first month this will be commencing on the first day of residence and then the 1st of the month for all months following. Fees shall cover the provision of all services referred to below.

Revision and alteration of fees

The weekly residential fee shall remain unchanged unless four weeks' written notice is given, or this Agreement is jointly amended by all parties to this Agreement.

Fees will be revised only under the following circumstances:

- the Home shall be entitled to increase the monthly residential fee in line with the retail prices index and because of inflationary increases in running costs

such as staff wages, utilities (gas/ water /electricity/rates,) maintenance costs, registration fees or others as relevant.

- this increase will take place annually on 1st of April.
- as required, solely due to increased care needs on the part of the resident following full consultation with the resident and his/her representative
- in these circumstances, a full assessment will be conducted with consultation and advice from other health care professionals and the Home's "Assessment Tool" will be used to determine the level of fees.

3. Description of services

The resident will reside for the length of this agreement, unless both parties agree an alternative arrangement, in their room which will be confirmed on admission.

No tenancy of any kind is intended to be created in respect of the room and the control of the room shall remain with the Home. The Resident shall be consulted by the Home and given four weeks' notice of the proposed change of the room and the reason for the proposed change by the Home.

4. Services

The fees will include your accommodation; all meals including snacks; cleaning of your room and all communal areas; all heating and lighting; adequate provision of Care Staff on a 24-hour basis to provide personal care as outlined in your Care Plan; and our Staff Call system. Additional services such as newspapers, hairdresser, chiropody etc. will be provided on request and will be payable by the Resident.

Medical requisites, (other than medication by prescription) and continence supplies are not included in the fees. However, Fylde Care Group undertakes to ensure supplies are provided by the Health Authority whenever possible. Transport costs for hospital appointments are not included in the fees. If representatives, relatives, or friends are unable to accompany residents to hospital or other appointments, the Home will endeavour to arrange staff to accompany the Resident and the cost of this will be billed to the Resident or his/her representative.

Where the Resident or the Resident's Representative specifically requests any provisions additional to those normally provided by the Home, the Resident shall be responsible for all costs and charges incurred in purchasing those provisions, whether those provisions are purchased by the Home or by the Resident. Fylde Care Group shall not hold a financial float for the Residents but will invoice for any of the above items supplied to, or on behalf of, the Resident if necessary.

Interruption of services

The Home shall not be liable if there is any interruption to the services where the interruption arises due to events beyond the reasonable control of the Home unless the Home has been negligent or has breached any duty it may owe to the Resident

(either arising under this contract or by virtue of any other duty imposed or implied by law).

5. Cleaning and Maintenance

The accommodation including communal areas will be cleaned, maintained, and decorated by the establishment to acceptable standards in compliance with Fire Brigade, Environmental Health, and Building Control.

6. Laundry

The Home will provide all bed linen, towels, and face cloths for the Residents, although residents are welcome to bring in their own, if they so wish. All in-house laundry services including laundering of personal clothing will be provided free of charge by the establishment and will be at the Residents own risk. Residents are required to label their clothing prior to admission into the home. External cleaning of garments such as dry-cleaning will be at the Resident's request and be payable by the Resident.

7. Entertainment

All in-house activities and entertainment are provided free of charge. Any activities that take place outside of the establishment may incur a small charge, however the Resident or their representative would be made aware of this in advance.

8. Meals

The Home will provide a minimum of three meals a day consisting of Breakfast starting at 8.30am, Lunch at 12.00 pm and Evening Meal at 4.45pm. The times stated are flexible. Residents will be given a choice of meals and religious, dietary, and other factors will be considered. Morning coffee, afternoon tea and a light supper are also served throughout the day and are provided free of charge to visitors.

9. Pets

Certain pets may be allowed to visit at the discretion of the home where the pet does not cause a risk to the Resident or any other Residents, Staff or Visitors.

10. Electrical Appliances

The Home reserves the right to refuse the use of certain electrical appliances within the home, e.g., Electric fires, electric blankets, lights etc. Please inform Senior Staff on admission who will arrange to have the equipment checked.

11. Furnishings

A furnished bedroom will be provided, comprising of; Carpets, curtains, drawer sets, wardrobe, small table, easy chair, and a bed. All bed linen and towels are also provided. Residents are welcome to bring personal possessions e.g., small pieces of furniture, pictures, and ornaments etc. Larger pieces of furniture may be accepted under prior arrangement with the Home.

12. Insurance

The Resident agrees to be responsible for insuring to full replacement value all

personal furniture and belongings. The Home shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents, or personal effects of the Resident unless the Home has been negligent or fraudulent or breached this agreement in respect of the Resident's belongings.

13. Temporary Absence

Where a Resident is temporarily absent from the Home, fees will still be payable in full during such an absence. Staff will attempt to maintain contact with the Resident or the appropriate personnel during any absence from the Home such as hospitalisation.

14. Visiting

There are no formal restrictions on visiting time within the Home. However, in normal circumstances, for the comfort and security of Residents, visitors are made welcome between 9.00am and 8.00pm.

15. Open Access

Every Resident will have unrestricted access to communal areas provided by the Home such as lounges, dining rooms, smoke room and garden areas.

16. Staffing

The Home will provide sufficiently skilled, qualified, experienced, and competent staff to meet the needs of the Residents in the home 24 hours a day.

17. Smoking

All Fylde Care Group homes are no smoking.

18. Alcohol

Alcohol is permitted in the Home unless contrary to medical advice. Please inform Care Manager or Staff member in charge on admission who will discuss the consumption of alcohol with the Resident.

19. Security

All bedroom doors are lockable for Resident's security although these are accessible by staff in case of an emergency. Exterior doors will be locked during the night for safety and security of Residents and Staff.

20. Hospitalisation

In the event of hospitalisation or death, staff will attempt to contact the Resident's stated preferred contact or LPA to inform them of the event.

21. Confidentiality

A personal file will be kept on all residents; any information held will be treated confidentially subject to registration and Inspection requirements.

22. Equal Opportunities

All Residents will be treated in an anti-discriminatory manner and the establishment

operates an anti-discriminatory policy based on the Equality Act 2010 and any subsequent regulations.

23. Complaints Procedure

All Residents have the right to make a complaint and all complaints will be managed sensitively and in a timely fashion. These procedures are outlined in the Complaints form, which is included in our Policies and Procedures.

24. Conduct

Residents are expected to conduct themselves in a reasonable manner for the duration of their stay. Verbal or physical abuse to staff members, management, visitors, or other Residents may be seen as being unreasonable behaviour and may lead to a Resident's stay being terminated.

25. Termination of Contract

As previously stated, in the first four weeks of the arrangement, the Resident has the right to terminate their residence without notice. After this time however, the Resident or their representative must inform the Registered Manager, in writing of their intention to terminate their residence at least 14 days before the date the contract will end. If less than 14 days' notice is given, the Home reserves the right to charge the Resident for the remaining time left on the contract.

Termination of the contract by Fylde Care Group Limited.

Fylde Care Group Limited may give notice, as outlined above requiring the Resident to leave the Home under the following circumstances:

- non-payment of fees.
- if, having consulted the Resident and his/her representative and taken advice from the appropriate members of the Primary Health Care Team, (e.g., GP, Community Nurse, or Social Services), concerning the present and future care needs of the Resident, the Care Provider is no longer able to meet the care needs of the Resident, and:
- any circumstance or behaviour which the Care Provider feels may be seriously detrimental to the Home or the welfare of other Residents. This will be subject to consultation and appeal by the Resident and/or representatives, and, where appropriate, it will be subject to the Homes' assistance in finding alternative accommodation. There may be occasions where it may not be practical to serve the appropriate length of notice.

In the event of termination of the agreement by Fylde Care Group Limited, except in the case of non-payment of fees, any fees paid in advance will be subject to a pro rata refund.

26. In the event of death

In the event of death, three days monies will be due the Home and after this period this contract will cease. Under these circumstances we would ask the Residents'

bedroom to be cleared within three days. However, if this is not possible, arrangements can be made for the items to remain in the bedroom for a further period of up to 7 days with payment being made at the appropriate rate. Following this all-Resident's properties will need to be removed from the room to enable re-letting and stored at the Home for collection by relatives/representatives.

27. Contractual Cooling –Off Period

Residents and/or their representatives should take sufficient time before signing this document. It is important that they read and understand the terms of this contract before signing. There will be a seven days' 'Cooling Off Period' commencing the day after this document is signed in which the Resident or Representative may withdraw from the contract without penalty.

IMPORTANT

Residents or their representatives should ensure that they have fully read and understand the terms laid down in the Residents Contract before signing below to indicate their acceptance of these terms. Impartial Advice can be accessed from their local Citizens Advice Bureau or from <http://advice.org/uk>. Information relating to care home fees can be accessed from <https://www.gov.uk/government/publications/care-homes-short-guide-to-consumer-rights-for-residents/care-homes-consumer-rights-for-residents-and-their-families>

I the undersigned agree to the terms laid down in this Residents Contract of Stay.

Residents Name	
Residents Signature	
Signed for/on behalf of Resident	
Name in block capitals	
Relationship if representing Resident	
Date	
Signed for Fylde Care Group	
Date	
Name	
Designation	