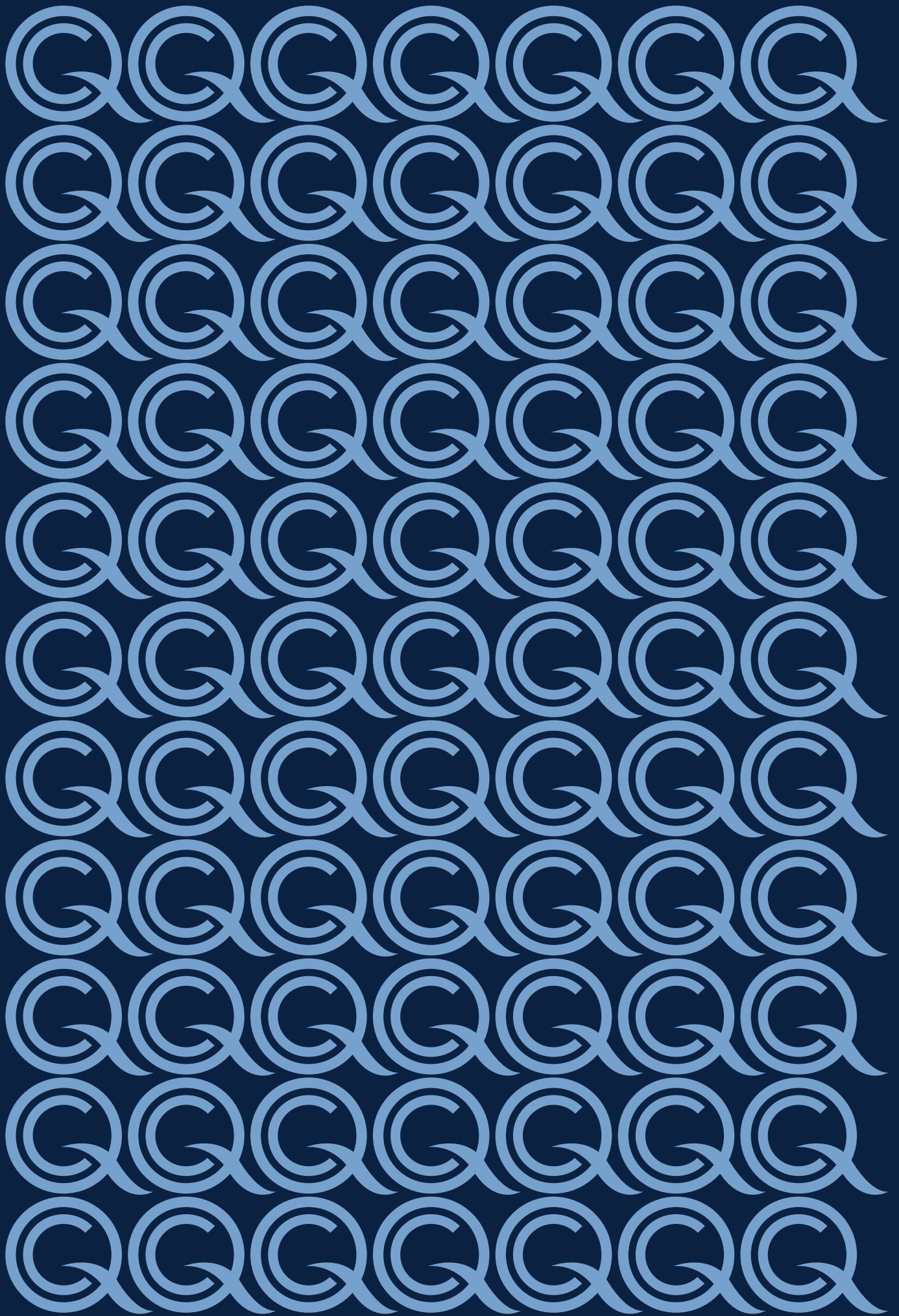




Care Home Contract



Introduction

This Contract sets out the terms and conditions covering accommodation and care services at a Quantum Care Home. Our passion is the provision of excellent care for older people and our aim is that you should feel completely “at home” with us. Some of the provisions in this Contract may seem cold and business-like and not consistent with our philosophy. However, we believe that it is important that you understand the financial and legal side of the arrangements, so we have clearly detailed these.

Please read it carefully before signing it because it contains very important information. You may also want to take advice from your next of kin, a close relative, friend, legal adviser or Representative, before signing the Private Payer Agreement and taking up accommodation in the Home.

Quantum Care is a not-for-profit organisation. This means that any surplus that Quantum Care generates is re-invested back into the company for the benefit of our residents. Quantum Care’s aim is to provide high quality residential and other care services for older people, and our Homes are registered with the Care Quality Commission.

Before moving to a Quantum Care Home, we recommend that you visit the Home to meet staff and residents, and so that we can address any queries that you may have. You are welcome to bring a relative or friend and may like to stay for a meal with us.

Terms and Conditions

In this Contract we use an initial capital letter for some words. When we do so it is because the word has a particular meaning in the Contract as follows

“Contract”	means these terms and conditions, the Key Information Guide, the Private Payer Agreement and any variation to them;
“Contribution”	means that part of the Fees which you are assessed by the Local Authority as being responsible for paying from your own resources;
“Deposit”	means a refundable sum, equal to 4 weeks’ Fees payable in advance of moving into the Home as set out in clauses 5 – 8 below;
“Fees”	are the sums charged to you by Quantum Care for the Services;
“Guarantor”	means a person (often a relative or friend) who has accepted personal liability for payment of the Fees under this Contract;
“Home”	means the Quantum Care Home in which you will be/are living under this Contract;
“Representative”	has the meaning set out in clauses 22–25 following “Attorneys, Deputies and Representatives”;
“Services”	are the services described in clauses 9 – 17 following “Your Room and the Services”;
“We”, “us”, or “our”	means or refers to Quantum Care, a Community Benefit Society with registered number 27608R and registered address 4 Silver Court, Watchmead, Welwyn Garden City, Hertfordshire, AL7 ITS.

Assessment, Moving In and Trial Period

1. Before moving in, we will conduct a full financial assessment to confirm you are able to pay the Fees for at least 12 months and this will be reviewed every 12 months. At any point where you (and/or your Local Authority) are unable to pay the Fees in full, we may request for you to enter into an arrangement with a Guarantor who will take personal responsibility for meeting the financial obligations under this Contract.

2. On your admission to the Home a Care Plan will be prepared and agreed with you. The Care Plan will be reviewed at least every 12 months and amended as necessary throughout your stay with us. There are three categories of care – Residential Care, Dementia Care and Nursing Care (each of which are typically divided into three levels: Low, Medium and High). The Care Plan will record the category and level of care which we have assessed as being appropriate for you on your admission. This can also be found in the Private Payer Agreement attached to this Contract.

3. The first 6 weeks of your stay is a trial period to ensure that you are happy with your decision and we can confirm that the Home is the best place to meet your needs. Before the end of the 6 week trial period, we will have a formal review meeting with you (and your Representative) and either confirm your permanent residence at the Home or bring this Contract to an end (on at least 7 days' notice). Urgent reviews may be conducted by external professionals and/or the Mental Health Team if an emergency assessment is required.

4. You also have the right to change your mind and cancel immediately (for any reason) within the first 14 days of your stay. You will pay the Fees for the length of your stay up to the day when you vacate your room at the Home (calculated on a daily basis).

Deposit

5. Before you move into the Home, we require a deposit equal to 4 weeks' Fees. The Deposit will be held by us separately to our normal business funds, until termination of this Contract. The Deposit will not accrue any interest. If you change your mind and cancel before moving into the Home, the Deposit will be refunded to you in full.

6. The Deposit will be used to cover any Fees outstanding or invoiced following the date of termination, the costs of any damage to your room and contents belonging to the Home over and above fair wear and tear and any other charges or monies due from you.

7. At the end of this Contract, we will deduct any sums owing to us (plus the costs of restoring the room to a reasonable standard) and return the remainder to you within 28 days. We will detail all deductions in our final invoice.

8. If you disagree with how we have used the Deposit to settle outstanding sums or damage, you can refer this matter to the Citizens Advice Bureau or the Local Government and Social Care Ombudsman.

Your Room and the Services

9. The Fees include the following: -

- a. Personal care (the current level of care and support you require is set out in the Private Payer Agreement to this Contract)
- b. Accommodation - a room at the Home for your sole use and use of the communal areas in the Home
- c. Food, snacks and soft drinks
- d. Heating, lighting and hot water
- e. Bed linen and towels
- f. Laundry (excluding dry cleaning)
- g. Some outings/entertainment

h. Central administrative and management services such as staffing, administration, maintenance of the buildings, furnishings and all other overhead expenditure

10. You will be provided with a furnished room, maintained and decorated to a reasonable standard. You are welcome to bring your own personal belongings and small items of furniture with you, providing they comply with current fire safety regulations. Electrical equipment will be tested for safety before you can use it and will be tested regularly thereafter (this does not incur an additional charge). If any item of equipment fails a test then you will not be able to use it unless it is repaired and passes a safety test. The cost of repair and follow up safety test is your responsibility. Quantum Care does not accept liability for any items you bring into the Home and it is your responsibility to arrange adequate insurance.

11. Residents are responsible for insuring, to full replacement value, all personal furniture and belongings. You should not bring or have brought into the Home substantial amounts of cash or valuable items.

12. It is not intended that this Contract should create or constitute any form of tenancy in respect of the room provided for your use. We will respect your privacy, but control of the room remains with Quantum Care at all times. You may be required to move to another room due to a change in your care and support needs, a change in your funding or a desire to move to a cheaper room.

13. We will try and give you 4 weeks' notice of a room change, however this may not be possible if there is an immediate risk to the health and safety of you or any other residents. If you do not agree with the proposed room (either as a result of changes to your financial circumstances or due to a change in your needs) and unless the change is required because there is an immediate risk to the health and safety of you or any other residents, you can give us 4 weeks' notice to terminate this Contract so that it comes to an end before the proposed change takes effect.

14. The Home will ensure that you are registered with a GP (where possible this will be with a local GP of your choice), and that you can consult the GP in private.

15. The facilities of the Home are there for the benefit of all residents. Each person may use the lounges and other communal rooms, bathrooms, visitors' rooms, light refreshment facilities and gardens as is reasonable, having regard to other residents' requirements. There are facilities for making drinks for you and your visitors in each

Household Kitchen in the Home and we can also provide meals for your visitors (at their own cost).

16. If you have a small pet such as a bird or fish, which you can look after in your own room and which is not likely to disturb other residents, then we may welcome your pet. If you have a larger pet then please discuss this with the Home Manager.

17. You will be provided with a minimum of 3 meals a day. A menu will be available showing the choices provided. There is a choice available at each meal and in addition, snacks can be provided. If you have a special dietary requirement, please discuss this with the Home and your needs will be accommodated although we reserve the right to make an additional charge where we cannot reasonably accommodate your request.

Optional Extras

18. There are a range of optional extras you can purchase to make your stay at the Home more comfortable. These are not included within the Fees for your care and accommodation and such items include:

- Toiletries and personal items
- Clothing
- Dry cleaning and labelling of clothes
- Hairdressing
- Transport
- Telephone calls
- Insurance of valuables
- Newspapers and sweets
- Some outings/entertainment
- Chiropody, private dental care, etc
- Continence aids not provided by the Health Authority
- Television subscriptions (and television licence if required)
- Being escorted by staff to appointments and the cost of transport to those appointments
- Storing your items and personal belongings after you have left the Home
- Any other items or services not included in the Fees

19. You are able to purchase these additional services direct and the Manager of the Home can provide you with further information about the costs of these optional extras. Where you choose to have the facility of a telephone in your room you will be charged for the facility inclusive of UK calls.

20. You will also have access to medically-related services such as Dentists, Chiropodists, Opticians and Audiologists of your choosing. Unless provided free by the NHS, however, you will be responsible for payment of any costs related to these services.

21. If you have an external appointment you should arrange to be accompanied by a relative, friend or your Representative. If your Representative or relative cannot be contacted or declines to attend, we are under no obligation to arrange for a member of staff to accompany you. If we do provide a member of staff to attend with you, we will charge you for their time at the standard hourly rate.

Attorneys, Deputies and Representatives

22. You may have appointed an Attorney, or alternatively the Court of Protection may have appointed a Deputy, to handle your affairs and who has authority to sign this Contract on your behalf. You must provide the Home Manager with a copy of the Power of Attorney or Court Order certified by a Solicitor (or other professional) as a true copy.

23. If you have not appointed an Attorney or Deputy, we recommend you identify a person you trust and who knows you well to act as your "Representative". Your Representative does not have legal authority to manage your affairs, but we may consult with them about your stay at the Home.

24. Your Representative is required to provide us with a current address (not a care of or post office box address) at which we can contact him or her at any time and to notify us forthwith of any change of address.

25. At any point before or during this Contract, where we reasonably believe that you (and/or your Local Authority) are unable to pay the Fees in full, we may ask them to enter into an arrangement as Guarantor and to take personal responsibility for meeting the financial obligations under this Contract.

Paying the Fees (Private Payers)

26. The current Fees for your room are set out in the Private Payer Agreement to this Contract. Fees are payable monthly in advance (by Direct Debit) and due on the 1st of the month. We will give 10 days' notice of the amount payable in advance of the due date.

27. If you cancel the Direct Debit, or if you (or your Attorney/Deputy, the Local Authority or your Guarantor) fails to pay the Fees in full and on time then we reserve the right to:

- a) write to you and/or the Local Authority to discuss the reasons for the missed payment and settle any sums within 30 days of the original due date;
- b) charge interest at a rate of 4% per annum above the base rate (from time to time) of the Royal Bank of Scotland, on all unpaid Fees and charges from the date that payment was due to the date of payment, whether before or after judgement;
- c) terminate this Contract as provided below;
- d) take legal action against you and/or your Representative where you may be served with a 'Notice of Termination' and asked to leave the Home.

Paying the Fees (Assistance from the Local Authority or Other Public Body)

28. We may conduct a financial assessment every 12 months to check your ability to cover the Fees and whether assistance is required from the Local Authority. You must notify the Manager of the Home in writing 12 months before you anticipate that your funds will deplete to the level that will entitle you to assistance with funding from the Local Authority or other appropriate authority. Should your circumstances change, and the Local Authority agrees to fund your care, then the Local Authority will confirm the amount (if any) you are required to pay towards your Fees.

29. You are responsible for applying promptly to the appropriate authority for any assistance with funding of Fees, or any benefit (such as Attendance Allowance) which you are entitled to claim.

30. If you become eligible for financial assistance from the Local Authority, it is normally the Local Authority that is liable to Quantum Care for the full Fees. You will be required to pay the full Fees during any interim period whilst the necessary assessments are carried out by the Local Authority. If the Local Authority later pays us for any Services you have paid for in advance, we will refund these sums to you without delay. The arrangements for payment of the contribution and the consequences if you fail to do so are those set out in the section above entitled "Paying the Fees (Private Payers)".

31. The Local Authority may determine that you are required to contribute towards the Fees. If there is a shortfall between the amount which the Local Authority will pay for the Services and the full amount which we charge for the Services, this difference is known as the "top up charge". We will advise you of the new Fees which take effect from 1st April each year and will confirm the amount payable by you (if any) by way of a "top up charge".

Guarantors

32. If your Representative or any other person agrees to act as a Guarantor for the Fees ("Guarantor"), they agree to be responsible for paying the Fees and this obligation is a primary obligation (not a guarantee if the resident does not pay the Fees). Therefore, the Guarantor will be obliged to pay the Fees without us first having to recover the Fees from the resident.

33. We shall only recover from them the amount necessary to settle the amount owing to us and we will not recover the same Fees twice. We shall not be entitled to recover any Fees:

- a) from the Guarantor under this Contract, which have already been paid for by you (the Resident); or
- b) from you (the Resident) which have already been paid by the Guarantor.

34. The Guarantor understands that if they do not comply with the payment terms, this Contract may be terminated and the resident asked to move to alternative accommodation in line with clause 50.

Changes to the Fees

Annual Review

35. We will review the Fees annually in February to reflect the increased operating costs of the organisation. The Fees increase shall be based on a weighted average where 80% of the increase will be based upon increases in our staffing costs and 20% is based upon increases in our non-staffing costs. The Fees will increase with effect from 1st April each year in line with the following formula:

Type of Cost	% of Your Fees	How we Calculate the Increase
Staff Costs	80%	We increase this element of your Fees by the same % increase in the greater of National Minimum Wage, National Living Wage or the Retail Price Index All Items for the previous 12 months.
Non-Staff Costs	20%	We increase this element of your Fees by the Retail Price Index All Items for the previous 12 months.

We shall give 4 weeks' notice in writing to you or your Guarantor of any such increase in the Fees.

Illustrative Example:

Type of Cost	% of Your Fees	Fees	How we Calculate the increase	Increase
Staff Costs	80%	£800	<ul style="list-style-type: none"> National Minimum Wage and National Living Wage increase: 4.8% (higher amount); or Retail Price Index All Items: 3% 	$£800 \times 1.048 = £838.40$
Non-Staff Costs	20%	£200	Retail Price Index All Items: 3%	$£200 \times 1.03 = £206$
TOTAL	100%	£1,000	New Weekly Fees	£1,044.40

If your Fees were £1,000 per week, based on the above costs for the previous 12 months, your new weekly Fees would be £1,044.40. This would equate to an increase of £44.40 per week.

We may also increase the Fees by a fair and reasonable amount, for example where a significant and unexpected change occurs in the law or the regulation of the Home which results in a significant increase in our costs of more than 5%. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 4 weeks' notice of such increase.

36. We will not apply the above price review to any part of your care and accommodation which is funded by Funded Nursing Care. Instead, this is a separate Fee which will increase or decrease in line with our agreements with the relevant Health Authority and will not impact the amount you pay.

Changes in Needs

37. The level of care that you require (Low, Medium or High) will affect the care and support you receive and as a consequence, your Fees. The current level of care and support you require is set out in your Care Plan.

38. If you are assessed as requiring a different level of care, the Home shall give 4 weeks' notice in writing (along with the impact upon your Fees) to you. Shorter notice may be necessary if we are required to make the change with immediate effect to ensure your safety.

39. If you do not agree with a proposed Fees increase (either as a result of the annual review or due to a change in your needs):

- a) you can give us 4 weeks' notice to terminate this Contract so that it comes to an end before the proposed increase takes effect;
- b) you can refer our assessment to an independent, medical professional. If they determine that we have wrongly assessed your needs at the new level, we will return any overpayment to you. If we are unable to agree the level of care and support you require during your stay, we may need to discuss whether your needs can continue to be met at the Home.

Temporary Absence from the Home (Long Term Contracts Only)

40. If you are absent from the Home (for any reason), you will be charged 100% of the weekly Fees for a period of 1 week. After the first week of absence, you shall be charged 90% of the weekly Fees for a further period of up to 6 weeks.

41. If you are absent from the Home for a consecutive period longer than 7 weeks, we will consult with you and your Representative and assess whether it is appropriate for you to continue your residence at the Home.

Terminating the Contract

42. This Contract will continue until and unless any of the following occur:

- a) the agreed date of discharge or the final date of a Short Term Stay at the Home;
- b) by either party exercising their right to cancel on 7 days' notice during the 6 week trial period; or
- c) by either party exercising their right to cancel for the reasons set out below.

43. After the 14-day cooling off period and, if you leave the Home without the full notice (see clauses 44 – 52) or prior to the expiry of any fixed term stay, you remain liable for the Fees until the expiry of any notice that you should have given under this Contract.

Before the End of the 6 Week Trial Period

44. You have the right to cancel this Contract within the first 14 days of signing the Private Payer Agreement for any reason. This 'cooling off' period will end after 14 days from the date of this Contract.

45. If you do not wish to become responsible for any Fees during this 'cooling off' period (when you can cancel for any reason on immediate notice), we will not be able to make arrangements for you to move into the Home until after the first 14 days have passed.

46. If you wish to move into the Home within the first 14 days, you can still cancel this Contract (immediately and for any reason), but you will be required to pay for the days during your stay at the Home or whilst the room was reserved for you (whichever is longer).

47. To exercise your right to cancel within the first 14 days you must inform us of your decision by sending us a clear statement (e.g. a letter sent by post or e-mail).

48. If you have already moved into our Home and then choose to cancel within the first 14 days, you will need to clear the room of your belongings on the day that you cancel this Contract and pay for the days that the room was reserved for you. If you have already made payment to us we will reimburse to you all payments received from you, less any amounts you owe to us for those days the room was reserved for you. We will make the reimbursement without undue delay, and not later than 28 days after the day on which we are informed about your decision to cancel this Contract. We will make the reimbursement using internet banking payment. You will not incur any banking Fees as a result of the reimbursement.

49. Before the end of the 6 week trial period, we will have a formal review meeting with you (and your Representative) and either confirm your permanent residence at the Home or bring this Contract to an end (on at least 7 days' notice).

After the 6 Week Trial Period

50. This Contract can be ended **after the trial period**:

a) by Quantum Care:

- on immediate notice if you or your Representative has failed to put in place a Direct Debit for payment of Fees prior to you moving into the Home;
- giving 4 weeks' written notice where the Fees remain unpaid (in full) for 30 days or more;
- giving 4 weeks' written notice where the Local Authority will not fund the full Fees and either no other room is available at a rate that the Local Authority is willing to fund, or no arrangements have been made for you to pay a "top-up charge" as detailed in clause 31 above;
- giving 4 weeks' written notice (or shorter in an emergency) if your needs or state of health are such that the Home is no longer able to accommodate your needs or requirements after making reasonable adjustments;
- giving 4 weeks' written notice where your behaviour is posing a significant risk of serious physical harm to staff or other residents, having been given 30 days to remedy any breach;
- on short or immediate notice if your health rapidly deteriorates so that the Home is no longer able to provide the care that you require and this (in the opinion of the Director of Operations) is putting your health or the welfare and safety of other residents or staff in the Home at risk. In urgent or emergency situations, for example where we need to take immediate action to safeguard you, other residents and/or staff, the notice may be 24 hours or less;
- giving as much notice as possible in circumstances where the Home is sold, transferred or closed.

b) by you (or your Representative):

- exercising your right to cancel immediately within the first 14 days for any reason; or
- giving at least 4 weeks' notice in writing to Quantum Care.

51. This Contract will come to an automatic end in the event of your death. Following which, the Fees are charged on a daily basis (up to a maximum of 10 days) until the room is cleared of your belongings or re-occupied by a new resident (whichever is earlier). The first 3 days will be charged at 100% of your weekly Fees and the next 7 days will be charged at 90% of your weekly Fees.

52. We will make arrangements with your Representatives and family regarding the removal/storage of your personal items (at their cost or the cost of your Estate) and we may place these in storage for up to 4 weeks or until you or your Representative or relatives collect them. We will write to your Representative to confirm the sums incurred by us in doing so and remind them that if they are not collected within 4 weeks, we will dispose of all the belongings. The proceeds of any sale will be refunded to you or your Estate.

General

53. Quantum Care reserves the right to make reasonable variations to the terms of this Contract on giving at least 4 weeks' notice. If you do not agree to the variations of the Contract you are entitled to terminate this Contract prior to the variation taking effect.

54. Neither party shall be liable for a delay in performing or failing to perform its obligations under this Contract if such failure or delay results from events which are outside the control of the parties. The parties shall communicate to one another if such an event occurs to prevent further delay.

55. We would prefer that any notice given under or in connection with this Contract be in writing and delivered by hand or by prepaid first-class post in the case of Quantum Care to the Home or to the registered office of Quantum Care. Alternatively, you may also give notice verbally to a Manager of the Home. The Manager will then make a written record of the notice given.

56. In the case of us giving you written notice, this will be sent to your address at the Home or to the last known address that you have notified to us and if you have a Representative to the last known address which the Representative has notified to us. Any notice shall be deemed to have been received if delivered by hand on the day of delivery or if sent by prepaid first-class post on the second business day after posting.

57. The Home has a safe providing security for a small amount of personal money for residents' day to day spending. The Home must keep and make available for inspection, adequate accounts and records of all these financial transactions for residents. The Home's safe is unable to be used to store residents' jewellery, valuables or additional cash and residents should make their own arrangements to store such items in a bank or other secure place.

58. If you would like to provide us with feedback about the Home, whether it is a comment or complaint, you can always discuss this with a Manager at the Home. A copy of our Complaints Procedure is available on our website or please ask staff for a copy, plus you can always escalate your concerns to the Local Authority or Local Government and Social Care Ombudsman.

Non-Staff

Notes

Non-Staff

Private Payer Agreement

Quantum Care Home:

Name of Resident:

Room Number to be Occupied:

(For each option, please indicate your choice by placing an X in the relevant box)

LONG TERM (longer than 3 months) SHORT TERM (3 months and below)

Admission Commences on:

Category of Care: Residential Dementia Nursing

Assessed Level of Care: Low Medium High

Current Weekly Fees for Accommodation £ per week

This is to be Paid by Direct Debit

Person Responsible for Payment of Fees:

First Required Payment to Include 4 Weeks' Deposit and 4 Weeks' Advance Payment of Fees (Long Term Only)

£

Acceptance of Terms and Conditions

I have read the Care Home Contract and understand the contents. I agree to accept the accommodation on the terms and conditions set out in them. I understand that this is a Private Payer Room. This Private Payer Agreement commences on ("Commencement Date").

I understand that I have the right to change my mind and cancel for any reason in the first 14 days. I want the Home to reserve the room for me so that I can move in before the end of the 'cooling off' period. I understand I can still cancel for any reason within the first 14 days, but I will be required to pay a sum (calculated daily) for each day until I have moved out and cleared the room of my belongings.

Signed: Date:

(Resident)

Print Name:

Signed: Date:

(Representative)

Print Name:

Capacity in which you are acting on behalf of the resident:



Where a resident has appointed an Attorney or Deputy to act on their behalf that person should sign their agreement to the above Terms and Conditions and state the capacity in which they act.

I have read the above Care Home Contract and understand the contents. I agree to accept the accommodation on the terms set out in them. I understand that this is a Self Payer Room.

I am a validly appointed Attorney or Deputy with legal authority for handling the financial affairs on the Resident's behalf. I understand I have a duty to pay the Fees out of the Resident's own finances and if the Resident becomes eligible for local authority funding, will give at least 12 months' written notice of this to Quantum Care.

Attorney Deputy (Please indicate your choice by placing an X in the relevant box)

Print Name:

Signed: Date:

Relationship to Resident:

Resident's Name:

Where a resident has no Attorney or Deputy but a Representative has agreed to be personally liable for the Fees, that person should sign their agreement to the above terms and conditions and state the capacity in which they act.

I have read and understand the terms and conditions of this Contract for care and accommodation at the Home. I understand and agree that, in consideration for Quantum Care providing the accommodation and Services to the Resident, I will be responsible for paying the Fees. I agree that my obligation to pay the Fees is a primary obligation (not a guarantee if the Resident does not pay the Fees) and therefore I will be obliged to pay the Fees without Quantum Care first having to recover the Fees from the Resident.

I confirm that, as at the date below, I have sufficient personal financial resources to pay the Weekly Fees for a minimum consecutive period of 12 months from the date of the resident's arrival at the Home. If I may become unable to continue paying the contribution, I will give no less than 12 months' written notice to Quantum Care informing the Home of this so that any alternative arrangements can be considered.

I understand that if I do not comply with the payment terms, this Agreement may be terminated and the Resident could be asked to move to alternative accommodation.

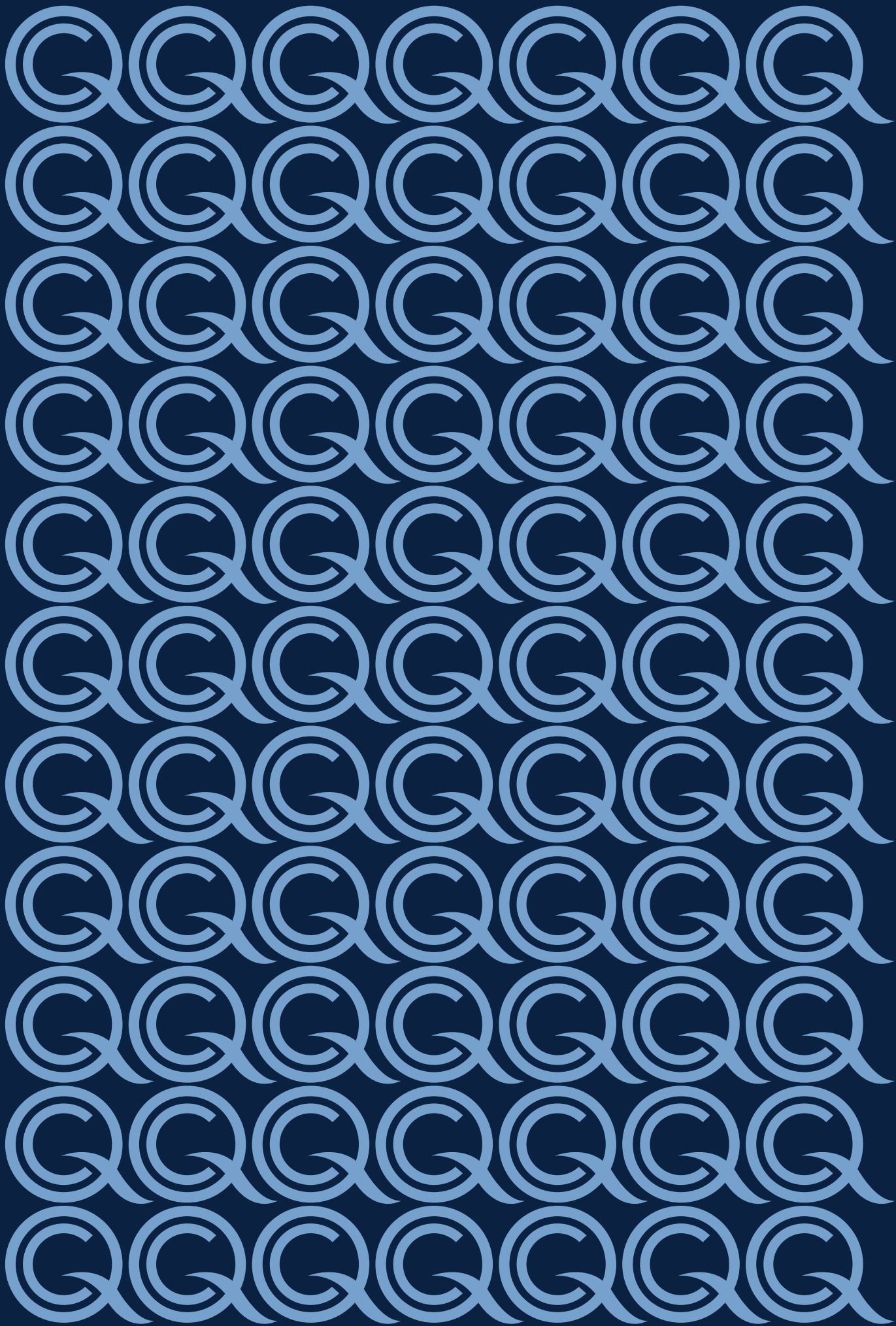
Print Name of Representative:

Signed: Date:

Relationship to Resident:

Resident's Name:







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